RFP 27-100
Data Transport Service - Erate YR 2027 (YR30)

PROPOSAL DUE DATE

RFPs must be submitted by
January 12, 2027
Before 3:00 PM

SUBMIT RESPONSE TO
Gateway Community Charters
Omaira Reyna
Chief Business Official
5112 Arnold Avenue Suite A
McClellan, CA 95652
Phone: (916) 286-5142

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Notice to Responders

NOTICE IS HEREBY GIVEN that Gateway Community Charters, acting by and through its Board of Education, hereinafter referred to as "the District" will receive up to, but no later than **January 12, 2027** at 3:00 p.m. sealed RFPs from qualified Responders for the award of contracts for the following:

RFP 27-100
Data Transport Service Erate

Questions

All questions regarding this RFP are due on or before December 11, 2026 at 3:00 p.m. via email to: Erate28@gcccharters.org with the subject line of "RFP 27-100 questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website December 15, 2026 at or before 3:00 p.m. It is the responsibility of the prospective Responder to check the website http://www.gcccharters.org and/or the USAC portal for updates or addenda.

Due Date

RFPs are due at the Main Office for time and date stamping at or before 3:00 p.m., January 12, 2027. One original proposal, one copy, and one digital copy (PDF format: flash drive preferred) of the RFP must be submitted in a sealed envelope, clearly marked **RFP 27-100 to Gateway Community Charters, Main Office, 5112 Arnold Avenue Suite A, McClellan, CA 95652.** Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFPs must be received, and time/date stamped in the **Main Office** by the above due date and time. Sole responsibility rests with the Responder to see that their RFPs are received on time at the stated location. Any RFPs received after due date and time will be returned unopened to the Responder. No exceptions will be allowed. The district will not accept faxed, emailed, or "robo"-bid responses as they do not comply with the RFP requirements with the exception of delays and/or delivery challenges due to inclement weather.

All Responders must conform and be responsive to this RFP, and all other documents comprising of the documents must be enclosed.

The RFP will be posted to the Gateway Community Charters website at http://www.gcccharters.org and/or the USAC portal. Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

The District reserves the right to reject any and all RFPs for any reason whatsoever. The District may waive informalities or irregularities in RFPs received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other RFPs. The District reserves the right to negotiate any aspect of any proposal deemed responsive to this RFP. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or

to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

If no proposals are received by RFP deadline, the District reserves the right to extend the deadline by a minimum of seven (7) days and seek out proposals from multiple Service Providers. A new Form 470 and bidding process is not required.

Gateway Community Charters reserves the right, in its sole discretion, to determine the criteria and process whereby RFPs are evaluated and awarded.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

Purpose

The Gateway Community Charters (hereafter "District") is soliciting proposals from Responders for Telecommunications Service for a multi-year contract for Lit Fiber Optic Ethernet Transport Services – Erate eligible Service: The District is soliciting qualified contractors to submit an installation and ongoing service bid for a point-to-point Lit fiber optic Ethernet Transport Service. All equipment included in the Lit Fiber Optic will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

The circuits included in this RFP are being re-bid because their contract terms are ending in the upcoming Erate funding year. The District does not currently contemplate changes to existing bandwidth needs or the A and Z location addresses for these connections. Should, as a result of this open and fair competitive bidding process, the District select the incumbent provider's proposal as the most cost-effective, it is the District's expectation that there be no interruption or change in service when migrating from the existing contract to the renewal contract. This requirement should not by any measure be construed as a preference to the incumbent provider(s); rather, it is to outline the District's expectations for contract renewals should the incumbent provider(s) be selected as a result of the fair and open competitive bidding process.

The District reserves the right to retain all of the RFPs and to use any ideas in a RFP regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between the District and the Responder selected.

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

Compliance with Laws
The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations and codes.

RFP Schedule

November 23, 2026	RFP Released - Posted
December 11, 2026	Question Deadline
December 15, 2026	Questions Responses Posted
January 12, 2027	RFP Closing - RFP Due
RFP/Bid opening	Date of closing
RFP/Bid Selection	Before 471 filing date (approximately March 2027)
Purchase Orders	Contingent on ERATE Award and District approval

About the District

Gateway Community Charters is a 501c3 nonprofit public benefit corporation that has been providing quality school choice options in the greater Sacramento region for fifteen years. Gateway first opened Community Outreach Academy in 2003 with approx. 300 students in grades K – 10. Building on our initial success, we opened Futures High School in fall of 2004, Community Collaborative Charter School in 2005 and Higher Learning Academy and Sacramento Academic and Vocational Academy opened in the fall of 2007. In 2013, we opened our first charter in partnership with the San Juan Unified School Gateway Community Charters – Gateway International School. And in 2015, we opened our first charter in partnership with the Yolo County Office of Education – Empowering Possibilities International Charter bringing our current number of schools to seven charters serving approximately 4,300 K-12 students. More information about Gateway Community Charters and its facilities can be found on Gateway Community Charters 's website at http://www.gcccharters.org/.

Scope of Work

The Gateway Community Charters (hereafter "District") is soliciting proposals from Responders for Telecommunication Service for a multi-year contract. The District is soliciting qualified contractors to submit an installation and ongoing service bid for a point-to-point Lit Fiber Optic (or point to multi point) Lit Fiber Optic Ethernet Transport Service. All equipment included in the Lit Fiber Optic option will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee. The district expects all of the circuits listed in this RFP to be eligible for Federal Erate and State CTF discounts.

Special construction costs MUST be separately identified on a per service basis. Non-recurring/ special construction costs MUST NOT be billed until after circuit installation is complete and District has verified installation. If providers are unable to accept this term, providers MUST provide an alternate proposal for billing and payment of non-recurring costs. The District will not be responsible for any easement/right of way costs incurred by the proposer while implementing the solution. The minimum point of entry (MPOE) and demarcations point at each site shall be determined by the District. All costs proposals MUST include pricing to install services to the MPOE and extension to the demarcation point. If

special construction costs are not specified or are specified as zero dollars, the proposer will be responsible for construction up to the MPOE and extension to the demarcation point at each site as determine by the District at no cost to the District.

Requirements for Data Transport Services

This section defines specifications for Telecommunications Services for the Gateway Community Charters. A list of school and site locations is enclosed.

1. All plans proposed should include detailed billing.
2. Host site (5039 Dudley Blvd., McClellan, CA 95652)
    - All lines are point to point and must be presented as clear traffic no VLAN tagging
3. Cost Proposal will include:
    - Costs for Services by site – See Cost Proposal
4. All sites listed must have the option to upgrade bandwidth incrementally as needed during the term of the contract.
5. All sites listed must have the option to downgrade bandwidth as needed during the term of the contract.
6. Five-year (60 Month) term and Three-year (36 Month) term with option for two (2) annual extensions. Contract extensions and associated pricing must be included in original contract. Unless otherwise agreed upon, the contract start date will be July 01, 2027.
7. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Gateway Community Charters and documented with new price sheet sent to the District Office.
8. All equipment/services costs must be new and included and identified separately.
9. Manufacturer must warrant all parts and equipment.
10. Vendor must be a certified reseller of parts and equipment.
11. Vendor must participate in the California Teleconnect Program.
12. Vendor must certify that their equipment is not manufactured by, nor contains any components from, the list of vendors on “The Secure Networks Act”.
13. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.
14. During the contract term should the A or Z location for any circuit need to be changed the awarded proposer will work with the District to move services to the new A or Z locations at no additional cost to the District and without increasing the contract period or changing the contract end date.
15. Special construction cost must be separately identified on a per service basis. Non recurring/special construction cost must not be billed until after circuit installation is complete and the District has verified installation. The District will not be responsible for any easement/right of way costs incurred by the proposer while implementing the solution the MPO and demarcation point at each site shall be determined by the District. All cost proposals must include pricing to install services to the MPOE and extension to demarcation point. If special construction costs are not specified or are specified as zero dollars, the proposer will be responsible for construction up to the MPOE and extension to the demarcation point at each site as determined by the District at no cost to the District.

Responder Service Provider Information

1. Length of time business has provided this type of service.
2. Responder Service Level Agreement (SLA) for your proposal.
3. Indicate any and all options available or proposed.
4. Indicated if pricing reflects individual "port/demark charges", or for the entire point-to-point circuit.
5. Please show applicable discounts separately, if applicable.
6. An implementation timeline proposal starting July 1, 2027.
7. Indicate how charges will be incurred as services are implemented.
8. Responders must include 3 reference sites using your service 3 years or more. References from a School, Library or a County Office of Education in California are preferred.
    - Job Location
    - Contact name and telephone number
    - Date of contract
    - Project Description
    - Equipment/Service Installed

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. 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.

2. 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/.

3. Service Providers are responsible for submitting the annual Service Provider Annual Certification (SPAC) form and providing the School proof of completion. More information about submitting the SPAC form may be found at this website: https://www.usac.org/e-rate/service-providers/step-3-winning-the-bid/fcc-form-473-filing/.

4. 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://apps.fcc.gov/cores/userLogin.do.

5. 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: https://www.usac.org/service-providers/making-payments/late-payments-dcia-red-light/#red.

6. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.

7. Goods and services provided shall be clearly designated as “Erate 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.

8. A summary sheet must also be provided to provide the cumulative amount for all sites.

9. In the event of questions during an Erate 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.

10. 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/.

11. Service providers RFP response must be submitted in a NON-BOUND format using either an envelope or three ring binder.

Responder Service Provider Acknowledgements

1. 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 Substitution.

2. 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.

3. 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 Erate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, Erate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2027 funding year (July 1, 2027). 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.

5. Early Funding Conditions:
    - Category 1
      There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

      - Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
      - The Category 1 service must depend on the installation of the infrastructure.
      - The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
      - No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

      For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access).

      The complete text can be found at the following URL:
      https://www.usac.org/e-rate/applicant-process/starting-services/.

    - 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).

6. Invoicing
   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.

   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.

   Additionally, if the service qualifies for California Teleconnect Funds then the service provider will invoice the California PUC.

7. FCC/SLD Auditability
   The Erate 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.

8. 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.

Proposal Format

Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specification. Responder shall furnish complete specifications

and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the quote process. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums
5. Completed and signed Submittal pages

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Selection

Upon receipt of proposals, the District's staff will review each Responder's response to the RFP.

Evaluation Panel

Our evaluation team will include a comprehensive group of experts with knowledge of the scope of services requested.

Evaluation Criteria

The Gateway Community Charters reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP.

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Proposals will be evaluated on the following:

- Responder cost, including unit prices, labor rates, etc. 35%
- Extent of experience with the district 20%
- Implementation timeline 20%
- Service level agreement 15%
- Quote preparation, thoroughness, and responsiveness to the RFP 10%

The successful responder will be chosen based upon best value. The district reserves the right to reject any or all bids. A response that is received after the RFP due date or does not meet all requirements set within this RFP will be deemed disqualified for the remainder of the selection process.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

Contract Type

Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

Contract Format

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract if any, shall execute a Contract Signature page based on the RFP, the response and the attached Letter of Agreement. The Contract will, by default, incorporate all requirements, terms and conditions contained in the RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of the RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract of Agreement with Responder except as specifically stated herein.

Terms and Conditions

<u>Compliance with Laws</u>

This contract shall be in accordance with the laws in the State of California. All RFPs shall comply with the current federal, state, local and other laws relative thereto.

<u>Insurance Requirements & Indemnity</u>

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than $1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

Fingerprinting

Education Code section 45125.1 applies to this Agreement. Responder will certify that, pursuant to Education Code Section 45125.1, Responder will have conducted the required criminal background check of all its employees who may have contact with District pupils or unsupervised access to any District campus and shall certify that none of those employees have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). Upon verification from the DOJ that those persons fingerprinted have no record of a serious or violent felony, the Responder will so certify by signing and submitting to the Governing Board of District the certification form attached.

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by the DOJ as certified by the Responder shall constitute grounds for termination of this Agreement.

Attorney Fees

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

Governing Law and Venue

In the event of litigation, the RFP documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

RFP Acceptance or Rejection

This RFP does not commit the District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all RFPs received in response to this request, to negotiate terms that will be in the best interest of the District or cancel in whole or in part this RFP. All submitted RFPs and information included therein shall become public records upon delivery to the District. All firms submitting a RFP should note that the execution of any contract would be contingent upon governing Board Approval.

Term/Extension

Pursuant to Education Code, Sections 17596 and 81644, it is the intent of the District to award a single term contract for the specified service. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding fiscal periods, the original contract may be renewed annually for a total time of contract not to exceed five (5) consecutive fiscal years.

Board Contact

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

Termination of Contracts/Purchase Orders

The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

The Responder shall hold the District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Failure to Fulfill Contract

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by

reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Board or Education, if requested.

Contract Exclusive

The provisions of the contract shall in no way prohibit the District from making purchases from another supplier for the same services as herein listed.

Proprietary Information

There can be no portions of the submitted quote to be treated as proprietary and confidential information even if they are marked as such. Due to the California Public Records Act all information submitted is to be considered open for public review.

Conflict of Interest

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

BID PROTEST

A Responder may file a protest against the award of the Contract to any other Responder by following District bid protest procedures. The protest must be in writing, filed within three (3) business days after RFP award notification, and must set forth all grounds for the protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Further, the failure to comply with these protest requirements will

constitute a waiver of the right to challenge and forever bar the Responder from challenging, whether before the District or any administrative or judicial tribunal, any particular RFP(s), the RFP process or any ground not set forth in the protest. The District will provide a written response within 30 working days to any timely RFP protest.

Erate Participation

The District is participating in the Federal Universal Service Discount program for schools and libraries (Erate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full Erate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

Erate Spin

Each vendor providing services to the District as part of the Erate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: http://www.usac.org/sl.

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

Public Works Contractor Registration Certification

If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

List of Sites

Gateway Community Charters				
School Name	**Address**	**City**	**State**	**ZIP**
GCC - I.T. Department (HUB)	**5039 Dudley Ave.**	**McClellan**	**CA**	**95652**
SAVA - North Market 2	1224 North Market Blvd.	Sacramento	CA	95834

Any other location within the Greater McClellan / Sacramento Area designated by Gateway Community Charters

Cost Proposal

RFP 27-100

Responder Company Name:_____
Responder Name:_____
Responder Title:_____
Responder SPIN:_____
Responder Phone:_____

Please provide pricing using the Exhibit “D” which is provided as part of this RFP.

Proposers are permitted to propose optional services not specifically requested by the District as part of the RFP, however the District shall be under no obligation to consider, nor adopt, any such services.

Responding to Request For Proposal No. 27-100 due January 12, 2027 before 3:00 PM

RFP Form

RFP 27-100

Gateway Community Charters
5112 Arnold Ave. Suite A
McClellan, California 95652

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: _____

Legal Status (i.e., sole proprietorship, partnership, corporation): _____

Tax I.D. Number (Sole Proprietorship Only): _____

Address: _____

_____

_____

Authorized Representative: _____
Signature

_____
Name (Print or Type)

_____
Title

_____
Date

(_____)_____
Phone

(_____)_____
Fax

_____
E-mail address

Letter of Agreement - RFP 27-100

Pursuant to the terms of Gateway Community Charters's RFP # 27-100 for Data Transport Service, (Name of Company) _____'s response to RFP #27-100 dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per RFP # 27-100 effective the date of issuance of Gateway Community Charters's Purchase Order(s).

(Name of Company) _____ and Gateway Community Charters acknowledge that this agreement is for Erate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Gateway Community Charters for Erate Year 2027 (Year 30), and Gateway Community Charters's Board of Education approval.

The Gateway Community Charters (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Gateway Community Charters	_____
	(Name of Company)
_____	_____
Authorized Representative Signature	Authorized Representative Signature
Date: _____	Date: _____
Name: Omaira Reyna	Name: _____
Title: Chief Business Official	Title: _____
Address: 5112 Arnold Ave. Ste. A	Address: _____
_____	_____
Email: omaira.reyna@gcccharters.org	Email: _____
Phone: (916) 286-5129 ext. 5142	Phone: _____

Fingerprint Certification

RFP 27-100

Responder Certification

I, _____, am an authorized representative of/doing business as (Name of Responder/consultant)_____, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Gateway Community Charters on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I 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_____, in_____ County, California.

_____

Name of Responder/Consultant (please print)

_____

Name/Title of Authorized Representative (printed)

_____

(Signature)

Statement of Non-Conflict of Interest

RFP 27-100

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

_____

Signature

_____

Printed Name

_____

Title

_____

Responder

_____

Date

Insurance Acknowledgement

RFP 27-100

Notice to Bidders regarding Indemnity and Insurance Requirements

Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Gateway Community Charters (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.

I. Indemnification & Insurance:

Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than $1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.

_____

Signature

_____

Printed Name

_____

Title

_____

Responder

_____

Date