

**PERRIS UNION HIGH SCHOOL DISTRICT
E-RATE 2015-2016 - REQUEST FOR PROPOSALS
RFP #021816: ERATE – INTERNET ACCESS**

RFP DEADLINE DATE /TIME:

Sealed proposals must be received at the Place of Submission no later than Thursday, February 18, 2016 at 2:00 p.m. (“BID DEADLINE”)

Sealed proposals shall be delivered and addressed to the Perris Union High School District, Purchasing Office, 155 E 4th, Perris, California, 92570, and shall be labeled “**RFP #021816 ERATE – INTERNET ACCESS**”. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the Purchasing Office before the Submittal Deadline. The receiving time in the Purchasing Office will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals must bear original signatures and figures.

LATE PROPOSALS

Proposals received after the stated deadlines will not be accepted and will be considered non-responsive.

PLACE OF SUBMISSION

Perris Union High School District
Purchasing - 2nd Floor
Attn: Nick Newkirk
155 E 4th Street
Perris, CA 92570

RFP DOCUMENTS, SCOPE OF WORK, AND SPECS FOR THE PROJECT

The RFP documents, Scope of Work, and Specs for the project may be obtained at no cost by accessing them online at:

<http://www.puhsd.org/blogs/contracting-opportunities>

MANDATORY PRE-BID CONFERENCE:

The District will conduct a mandatory pre-bid conference and site visit on Tuesday, February 1, 2016, at 9:00 a.m., and will commence at: Perris Union High School District Office, 155 East 4th Street, Perris, CA 92570. Attendance at the pre-bid conference and site visit is mandatory, and any bidder that does not attend shall be deemed non-responsive.

PROJECT SCOPE / REQUIREMENTS

Perris Union High School District (PUHSD) is seeking proposals from qualified service providers to provide incrementally tiered pricing, starting at 1Gbps up to 10 Gbps, for Internet Access (ISP) service with option to upgrade service during the contract term or exercised option at the proposed pricing. PUHSD is comprised of a central District Office, a remote administrative location (Student Services Center), and seven physical school sites. PUHSD maintains two active data centers located at the central District Office and at Perris High School.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and PUHSD and may or may not be undertaken at its sole discretion. In addition, PUHSD will require that the awarded service provider ensure that all eligible components of the service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

Proposals must include all necessary components including, but not limited to: equipment racks, digital equipment, data cabling, and associated termination equipment as required. All equipment included in this proposal will be owned and maintained by the awarded service provider with no option for transfer of ownership to the District.

General Requirements

1. The service provider is responsible for all labour and material necessary to provide service to the District's primary data center located at 155 E 4th St, Perris CA 92570
2. The service provider will supply the District with a Small Form-factor Pluggable (SFP) that will connect directly into the district-provided equipment.
3. Service provider is responsible to obtain all necessary right of ways needed to successfully complete this project.
4. All work performed on District property must, at a minimum, conform to the referenced MASTER SPECIFICATION FOR DATA CABLING INFRASTRUCTURE
5. The term of the proposed agreement will be for not less than 3 years and will include two automatic 1 year renewal options.
6. In the event of loss of service, the repair shall start within two hours of the service call from the district. The maximum time of repair will be 24 hours.
7. An uptime guarantee of a minimum of 99.9% shall be provided on a 24x7 basis average over each 7-day period.
8. All vendor equipment installed shall be under repair maintenance at no cost to PUHSD for the contract term.
9. During the term of the contract, any changes in the routing of the service provider cable due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc) will be the responsibility of the vendor at no expense to the District.
10. The service cannot commence prior to a Notice to Proceed given from the District, which would be no earlier than July 1, 2016. PUHSD may give the awarded service provider Notice to Proceed before or after receipt of the Funding Commitment Decision Letter from the Schools and Libraries Division.
11. The vendor shall provide three references consisting of similar scope and work.

Site Location

- District Office - 155 E. 4th Street, Perris

QUESTIONS REGARDING THE RFP DOCUMENTS, SCOPE OF WORK, AND/OR SPECS OF THE PROJECT:

All questions concerning this RFP shall be submitted in writing by e-mail to the Director of Purchasing, Nick Newkirk at nick.newkirk@puhsd.org on or before February 11, 2016 at 4:30pm. Please indicate the Bid title in the subject line. Contact with District personnel shall be made only through e-mail; telephone calls will not be accepted.

All notices, clarifications, and addenda to this RFP shall be posted on the District website at <http://www.puhsd.org/blogs/contracting-opportunities>. The District shall not be responsible for sending individual notification of changes or updates to any respondents. It is the sole responsibility of the bidders to remain apprised of changes to this RFP as shown on the District website.

EVALUATION

Each proposal will be evaluated based on criteria and priorities defined by the District. The contract will be awarded based on the prospective-vendor submission that best meets the needs of the District with regard to the current technology plan, future growth, and RFP specifications contained herein, not necessarily the lowest price, though price will be a priority factor.

Proposals will first be evaluated upon the base requirements, which include, but are not limited to the following:

1. **Cost of E-rate eligible services (40 points maximum)** - The District will consider and rate the explanation and detail of rates and fees.
2. **Strength of Vendor and References (20 points maximum)** - The District will consider and rate the financial soundness, stability, qualifications, and depth of knowledge of the vendors' contractor staff. Also, the District will consider the acceptability of the references presented by the vendor.
3. **Experience and Knowledge (10 points maximum)** - The District will consider and rate the experience in providing, installing and maintaining like services for customers, knowledge of current state-of-the-art technology, and experience in managing projects of similar scope and nature in a regional setting and with large K-12 educational institutions.
4. **Methodology (20 points maximum)** - The District will consider and rate the vendor's cutover plan and implementation plan.
5. **Service Level (10 points maximum)** - The District will consider and rate the quality of the Contractor's network connections, billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.

Finally, proposals will be evaluated as to E-Rate eligibility. At a minimum:

1. Prospective vendor shall provide proof of registration with the Schools and Libraries Division for reimbursement as a Service Provider under E-Rate guidelines.

2. If the proposed solution is not covered at 100% vendor must detail what items are covered and what costs are ineligible.

ACCEPTANCE AND/OR REJECTION CONDITIONS

The District reserves the right to accept or reject any and/or all proposals or sections thereof when the rejection is in the District's best interest. The District also reserves the right to award without further discussion.

Responses must be submitted initially with the most favorable terms that the prospective vendor proposes.

The district reserves the right to reject the proposal of a prospective vendor who has previously failed to perform properly or failed to complete on-time contracts of similar nature.

The district reserves the right to reject the proposal of any prospective vendor who, in the opinion of the district, is not in a position to adequately perform the requirements of the contract.

INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, Vendor shall be acting as an independent contractor. The employees of the Vendor and its subcontractors are not employees of the DISTRICT under the meaning or application of any federal or state unemployment insurance laws, other social security law or any worker's compensation law, industrial law, or otherwise. Vendor shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of this Agreement. Vendor shall not have any right, power, or authority to create any obligation, express or implied, on behalf of the DISTRICT and shall not have any authority to represent itself as an agent of the DISTRICT.

GOVERNING LAW

This RFP and any subsequent Agreement shall be governed and interpreted in accordance with the laws of the state of California.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein 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

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.
- 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
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- 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: <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) 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 2016 funding year (July 1, 2016). 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.

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:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

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: _____