

COVINA-VALLEY UNIFIED SCHOOL DISTRICT
519 E. Badillo St.
Covina, CA 91723



REQUEST FOR PROPOSAL

**DIGITAL TRANSMISSION SERVICES AND
INTERNET ACCESS
E-RATE YEAR 19 (2016-2017)**

RFP NO. 15-16-103

Issue Date: November 13, 2015

470 Posting Date: November 13, 2015

Bid Submittal Date/Time: December 28, 2015 at 11:00AM PST

LEGAL NOTICE

NOTICE TO VENDOR'S – REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **COVINA-VALLEY UNIFIED SCHOOL DISTRICT** (herein after referred to as the "District") of Los Angeles County, California, will receive proposals for:

E-RATE YEAR 19 (2016-2017)

DIGITAL TRANSMISSION SERVICES AND INTERNET ACCESS

RFP NO. 15-16-103

Sealed proposals must be delivered to the Covina-Valley Unified School District, Purchasing Department, 519 E. Badillo Street, Covina, CA 91723, no later than 11:00 A.M. on Monday, December 28, 2015. Proposals shall be opened and read aloud at the above-stated time and place.

Proposal Package and specifications are available online at the District's web page by visiting < www.cvusd.k12.ca.us > and clicking on the bid information link. Companies interested in bidding may also request appropriate bid documents from the Purchasing Department at (626) 974-7600 ext. 2128.

The Covina-Valley USD Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. The District reserves the right to reject any and all bids or to waive irregularities in any bid. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

The products and services provided under this RFP is contingent upon CVUSD receiving a formal E-Rate USAC/SLD letter of commitment.

Robin Harbert
Purchasing Supervisor
Covina-Valley Unified School District, Los Angeles County, State of California

Published: November 13, 2015 and November 20, 2015

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
DIGITAL TRANSMISSION SERVICES AND INTERNET ACCESS
Service Provider Criteria and Contract Requirements**

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of E-rate Form 470 as set forth below:

Project Goals

Covina-Valley Unified School District is seeking a single telecommunications provider that will be able to meet its telecommunications needs for local and long distance outgoing and incoming calls.

QUALIFICATIONS

Please provide responses to the following questions as well as details to offer a comprehensive representation of your company and its services.

	Yes/No
<p>1. The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer’s equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.</p>	
Please elaborate:	
<p>2. Does your company monitor all telecommunication services 24 hours per day, seven days per week, 365 days per year?</p>	
Please elaborate:	
<p>3. Is your company able to provide, at no additional charge, immediate notification to COVINA-VALLEY USD network department representative of any and all telecommunications service outages or anomalies which affect the use of the service to COVINA-VALLEY USD?</p>	
Please elaborate:	
<p>4. Please provide the process for COVINA-VALLEY USD to report any problems with the facilities, circuits, network or telecommunications services including the minimum response time.</p>	

Please elaborate:	
5. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.	
Please elaborate:	
6. Your company will provide a non-performance policy with COVINA-VALLEY USD which provides COVINA-VALLEY USD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within COVINA-VALLEY USD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.	
Please elaborate:	
7. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?	
Please elaborate:	
8. Does your company agree that COVINA-VALLEY USD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?	
Please elaborate:	

TRANSITION PLAN

As the cut-over date for any new carrier is desired **on July 1, 2016**, Covina-Valley Unified School District requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the Covina-Valley Unified School District transition team. The transition plan is to outline the expectations the supplier team would have of Covina-Valley Unified School District and the information or task Covina-Valley Unified School District is to provide the supplier and the date any information or task would be required.

Covina-Valley Unified School District reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with Covina-Valley Unified School District for the installation and use of such facilities and services. Service Provider shall indemnify Covina-Valley Unified School District and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

Questions

All questions or inquiries concerning this Request for Proposals must be submitted via electronic format to erate@cvusd.k12.ca.us no later than **December 14, 2015 at 4:00 PM** and will be responded via Addendum and posted on the District website no later than **December 21, 2015 at 4:00 PM**.

Addenda

Covina-Valley Unified School District may modify this RFP, its scope, any of its key action dates, or any of its attachments or exhibits, prior to the date for submission of proposals. Any amendments made by the Covina-Valley Unified School District to the Request for Proposals will be issued in writing and posted on the District website. Vendors are responsible to include all addendums in their proposal.

Evaluation Criteria

Price is the most heavily weighted factor in selecting the awarded Service Provider.....	40%
Ability to deliver services within desired timeframe	15%
Understanding of needs.....	15%
Past successful E-Rate experience	15%
Completeness of response	15%
TOTAL:.....	100%

Applicant will score all responses submitted within the guidelines noted above, using the rubric/ matrix scoring system. Covina-Valley Unified School District reserves the right to amend the vendor selection process.

Customer Requirements

- Option for growth including, but not limited to, increases in service and/or additions of locations, as determined necessary by the District

- Options for 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.*

Specifications (Based on District's Needs)

Due to the geographic region that the District Office currently serves, quantities and regions can be best estimated and described. The District is open to solutions that will replace and/or update current services as follows:

- Digital Transmission Lines from ISP to District Office
 - Pricing and scalability (at District's discretion) for
 - 3 GB
 - 5 GB
 - 10 GB

Information Requested

- Proposed solution pricing
- Contract term
 - Please provide pricing based upon 12 month, 24 month, 36 month, 48 month, and/or 60 month contract terms. Contracts may not exceed 60 months per California Education Code, Section 17596.
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Support agreements including response times.
- Timeline (see transition plan) stating number of days that services will be operational from date of order.
- Provide a minimum of three K-12 public school district references within California.

E-RATE SUPPLEMENTAL 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. 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.

2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
3. 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.
4. 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/providers/step01/>
5. 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>
6. 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
7. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.
8. 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).
9. 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. 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.
10. 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.
11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
12. 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.
13. Within ***one (1) week of award or earlier***, the awarded Service Provider will provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation

from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

14. 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.
15. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
16. 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).
17. 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.
18. 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.
19. 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>
20. 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>

The Applicant reserves the right to deny any or all quotations associated with a particular Form 470, even with USAC funding approval. The Applicant reserves the right to accept the pricing quotations solely dependent upon USAC approval.

Instructions to Vendors

General Information

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

Deadline for RFP Submittal

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

Request for Proposal Preparation Cost

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to Covina-Valley Unified School District. Covina-Valley Unified School District will not be held liable for any cost incurred by VENDORS in responding to the RFP.

Vendor Qualifications

Any individual firm submitting a proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in the Services Required section of this RFP.

References

Before awarding any contract, the DISTRICT reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical, and other qualifications as well as relevant experience and skills of the vendor.

Right to Reject Any and All Quotes

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund in part or whole, (proceed with project or purchase) or not to fund in part or whole, regardless of E-Rate approval.

Due Date: Proposals must be received in writing by **11:00 AM local time (PST) on Monday, December 28, 2015** to:

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT
ATTN: ROBIN HARBERT
519 E. BADILLO STREET, COVINA, CA 91723**

Proposals received after the exact time and date noted will NOT be considered for the bid process.

Request for Proposal Schedule

- RFP Offered: **November 13, 2015**
- Deadline for Questions: **December 14, 2015 at 4:00 PM (PST)**
- Answers to Questions Posted: **December 21, 2015 at 4:00 PM (PST)**
- Bid Closing: **December 28, 2015 at 11:00 AM (PST)**
- Selection and Board approval of contract: **On or before 471 filing date deadline**
- Award of project: **Contingent upon funding from the SLD**

NOTE: The attached E-rate Supplemental Terms and Conditions are recommended points to consider including in your e-rate procurement documents. CSM, Inc. shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses, resulting from the service provider's non-response or incomplete response and/or the service provider's inaccurate, invalid, incorrect, or incomplete submission of information.

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.

21. 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.
22. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
23. 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.
24. 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/providers/step01/>
25. 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>
26. 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
27. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.
28. 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).
29. 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. 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.

30. 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.
31. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
32. 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.
33. Within *one (1) week of award or earlier*, the awarded Service Provider will provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
34. 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.
35. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
36. 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).
37. 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.
38. 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.
39. 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>

40. 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>

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: _____

E-Rate Qualification Certification

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, that I have reviewed all of the information presented in this submittal and know their contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I also hereby certify that the company submitting this proposal is in good standing with the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission and that no funding has been withheld from the company under the E-Rate program as a result or suspicion of fraud, misrepresentation, or intentional noncompliance with program requirements. Further, I certify in signing this form that I agree to abide by all rules, regulations, and requirements imposed upon a Service Provider by the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission.

I declare under penalty of perjury that the foregoing is true and correct.

BIDDER:

(Name of Company)

Date: _____, 2015 By: _____

(Signature)

Name: _____

(Print Name)

Its: _____

(Title)

Spin Number: _____

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

In signing below, bidder covenants that it has complied with the signature requirements described in Section 4 of the Information for Bidders.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2015 [date], at _____ [city], _____ [state].

Name of Contractor (Print or Type)

Signature

Signature

Print Name

Print Name

Title

Title