

## **E-RATE YEAR 15 (2012/2013) RFP –**

### **20 Mbps Fiber Connectivity between the District Office And Cottonwood Creek Charter**

#### **Cottonwood Union School District**

Cottonwood Union School District (**CUSD**) is seeking proposals for the upcoming Year 15 round of E-Rate.

The District is seeking proposals to:

Purchase of **20 Mbps fiber circuit between the District Office and Cottonwood Creek Charter, for network connectivity** within the Cottonwood Union School District, Cottonwood, CA.

**NO MANDATORY JOB WALK REQUIRED.**

#### **SERVICE PROVIDER CRITERIA AND CONTRACT REQUIREMENTS**

*CUSD wishes to take advantage of E-Rate funding discounts.*

The successful bidder(s) will be responsible for participating in the Federal E-Rate program.

In addition, the District may use this bid to issue purchase orders and pay for items on a purchase order that are not eligible for E-RATE discounts. The District will pay the vendor using District funds for these purchases.

Prices must be held firm for the duration of the E-Rate Year 15 fiscal year ending September 20, 2013, or until the end of resulting contract. Proposals must clearly identify costs associated in items/services that are not eligible for E-Rate discount.

These projects and services depend on partial funding from the E-rate program.

- CUSD expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount.
- NO billing or work can take place before July 1, 2012.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal.
- The vendor is responsible for providing a valid SPIN (Service Provider Identification Number) at the time the bid is submitted
- ***The vendor is responsible for providing an FCC Registration Number (FRN) with their proposal. 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.***

- All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996.
- The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District for our records.

All Service Providers will be responsible for procuring the discounted amount from the SLD. Applicant will not provide the form 472 (BEAR form reimbursement process).

CUSD reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval. The district reserves the right to accept the pricing proposal solely dependent upon SLD approval.

In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund regardless of E-rate approval.

### ***SCHEDULE OF EVENTS***

Quote offered: December 23, 2011

Quote closing: 4:00 p.m. on January 25, 2012

Selection: Prior to February 17, 2012

Award of Quote Contingent upon funding from E-RATE and project approval by the CUSD Board of Trustees

All proposals are to contain costs for taxes and shipping as separate items. Items not eligible for E-Rate discount must be clearly identified. Items partially eligible for E-Rate discount must be clearly identified, including what percentage is eligible.

Proposals must be submitted in writing to:

Cottonwood Union School District

Attn: Tony Baldwin  
20512 West First St  
Cottonwood CA 96007

Late proposals will not be accepted.

### ***PROPOSAL EVALUATION***

It is anticipated that a contract will be made with the provider(s) whose proposal is determined to be in the overall best interest of the District.

Cost will be the most heavily weighted factor in selecting the awarded vendor. The District will score each weighted factor on a 1-5 scale, 5 being highest. The Weighted scores will be added and the highest total score will be selected. If the district decides to select portions of the proposal (i.e., Priority one eligible, Priority 2 eligible, non E-Rate eligible) the same scoring rubric will be applied to all portions of all proposals. The District will evaluate proposals from Vendors on the basis of:

1. 15% - The Vendor's cost proposal.

2. 10% - The Vendor's capability to provide a high quality solution as described in the technical documentation supplied by the Vendor in response to this RFP.
3. 10% - The Vendor's relevant experience, qualifications and success in providing network cabling and equipment services.
4. 10% - The quality of the proposal, specifically: Proposals shall be prepared in a straightforward manner, and shall describe the Vendor's offering(s) and equipment capabilities in a format that is reasonably consistent, comprehensible, and appropriate to the purpose.
5. 8% - The quality and duration of the Vendor's proposed warranty period, specifically:
  - a. items covered; period covered; items not covered; preventative maintenance plan; remedial maintenance response time; availability of trained technicians and parts; equipment upgrades; software maintenance (if applicable); engineering support; training and certification of district personnel; and any other factor that should be considered by the District in evaluating this area of the Vendor's proposal.
6. 8% - The Vendor's after-warranty support program, specifically: preventative maintenance plan; remedial maintenance response time; availability of trained technicians and parts; system hardware enhancements and upgrades; software maintenance and support; engineering support; maintenance agreements; training and certification of district personnel; and any other factor that should be considered by the District in evaluating this area of the Vendor's quotations.
7. 8% - The contractual terms proposed by the Vendor which would govern any contractual relationship with the District.
8. 12% - The Vendor's references (minimum of three) and written letters of recommendation from institutions which are comparable to the District.
9. 7% - The uniqueness or innovative aspects of the Vendor's proposal which are not contained in this Request for Proposals but are advantageous to the District.
10. 12% - The ability of the Vendor to provide satisfactory services in this area as determined solely by the District.

## ***SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS***

1. **PROPOSAL SUBMISSION REQUIREMENT:** Proposals shall be submitted to the address above and labeled as follows:

CUSD – FIBER-CCCS – Year 2012/13

It is the sole responsibility of the bidder to see that his proposal is received in proper time as stated in the Schedule of Events. Any proposal received after the scheduled closing time for receipt of proposals will be rejected.

**One original and two copies of each section of the proposal will be submitted.**

Bidders are cautioned that bids which do not follow the form required by this RFP will be subject to rejection without review. However, bidders may include any additional material they wish.

**The bidder will submit their response to the RFP in a sealed package:**

A CD will also be included in the Pricing Package with all pricing schedules in MS Excel format.

The packages shall be clearly marked stating the Vendor's Name, project name (CUSD – Fiber-CCCS – Year 2012/13) and either "Pricing" or "RFP Response". Any other format will result in automatic disqualification.

The following section is the California Public Contract Code section governing this type of “Electronic Data Processing” system acquisition and will be adhered to:

CA P.C.C. 12102.b.(2) states “Solicitations for acquisitions based on evaluation criteria other than cost alone shall provide that sealed cost bids shall be submitted and that they shall be opened at a time and place designated in the solicitation for bids and bids. Evaluation of all criteria, other than cost, shall be completed prior to the time designated for public opening of cost bids, and the results of the completed evaluation shall be published immediately before the opening of cost bids. The state's contact person for administration of the solicitation shall be identified in the solicitation for bids and bids, and that person shall execute a certificate under penalty of perjury, which shall be made a permanent part of the official contract file, that all cost bids received by the state have been maintained sealed and under lock and key until the time cost bids are opened.”

Bidder will submit Bid Bonds as a part of the Pricing Package

2. **QUESTIONS RELATED TO THE RFP:** Questions - All requests for information (RFI) should be made in writing via e-mail to Tony Baldwin at [tbaldwin@CUESD.com](mailto:tbaldwin@CUESD.com). Be aware that all parties will be copied on the questions and responses.
3. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
4. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
5. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an operable, “turnkey” integrated system, which may include use of CUSD owned existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirement.
6. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. CUSD is not exempt from California State sales and use taxes. CUSD is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item, and is to be included in the total cost.
7. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the of the person or persons duly authorized to sign the proposal. In the case a proposal is submitted by a corporation, a duly authorized officer or agent thereof must sign it in the name of such corporation.
8. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as —Prime Facie evidence of compliance with this section.
9. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time between the hour of proposal submittal and the hour of proposal opening and, having done so, no bidder will be permitted to resubmit a proposal.
10. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal either personally, by written request, e-mail, fax, or by telegraphic request confirmed in the manner specified in Section 13 above prior to the scheduled closing time for receipt of proposals. All proposals received by CUSD shall remain subject to the acceptance for a period of ninety (90) calendar days after the date of the

proposal opening.

11. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the CUSD, or who is a defaulter as surety, contractor or otherwise.
12. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
13. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Trustees reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
14. **THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with CUSD. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
15. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
16. **BRANDS:** When a particular brand or brand and 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 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 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.
17. **SAMPLES:** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item would 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 should be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
18. **FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
19. **ASSIGNMENT PROHIBITED:** No contract awarded under this proposal shall be assigned without the approval of the Board of Trustees. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.
20. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
21. **DELIVERY:** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the CUSD 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. The Bidder or his surety as described in this paragraph shall pay 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.

22. **INSPECTION OF ITEMS FURNISHED:** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery, which do not meet specifications, may be deducted from the contract price.
23. **INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
- The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts, which show the condition, which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
  - The District may cancel the contract or purchase order, entirely or in part.
  - The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
24. **WARRANTY-PRODUCT:** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
25. **EQUAL OPPORTUNITY EMPLOYMENT:** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
26. No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all the facts and circumstances.
27. **ARBITRATION:** All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
28. **E-RATE PARTICIPATION:** CUSD is participating in the Federal Universal Service Discount program for schools and libraries (E- Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E- Rate 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. Further, the District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the CUSD Board of Trustees votes not to do so.
29. **SPIN:** Each vendor providing services to CUSD, as part of the E-Rate 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 Corporation can be reached online at: <http://www.usac.org/sl/providers/>

## **SCOPE OF WORK**

The District is not expressing a manufacturer preference. The District is willing to accept proposals featuring cabling and equipment that is designed to deliver the minimum requirements of the network performance, as specified below. All equipment must be new and from an authorized reseller of the manufacturers product for which they are quoting. No refurbished or grey-market gear will be accepted. The following are the minimum requirements for the network cabling and electronics:

**The delivered project is to consist of a turnkey, fully functional 100 mbps fiber circuit between the District Office and Cottonwood Creek Charter, for network connectivity, with the following specifications:**

- **Fiber data circuit, providing 100 Mbps full duplex bandwidth, between the District Office and Cottonwood Creek Charter, for network connectivity.**

## **SUBMITTALS**

Bidders are required to submit the following with their bid:

Brochures, technical manuals, installation guides and user's guides giving technical and operational information about the bid system(s) and all instruments.

A copy of the bidder's standard maintenance contract, in addition to any maintenance contract options, including but not limited to, response time options, prepayment maintenance plans, and various length of term (i.e. 2nd year, 3rd through 5th year, etc.) options.

A copy of all warranties related to any equipment or services provided.

A parts list of all components bid without pricing to be included in Bid Response package.

Please ensure that all pricing components of the Schedule A add up to the total price bid. Failure to comply with this may result in Bid disqualification.

Any Software License agreements.