

# ENTERPRISE ELEMENTARY SCHOOL DISTRICT



## REQUEST FOR PROPOSAL FOR MANAGED WIDE AREA NETWORK SERVICES

Bid # 3 EESD ERATE 2018 – 19 C1

USAC/E-RATE 470 # 180023154

**Eric Zane, IT Director**

1155 Mistletoe Lane Redding, CA 96002

The Enterprise Elementary School District (“District”) is seeking bid proposals from interested and qualified service providers to provide E-Rate eligible products and services, including Managed Wide Area Network circuits and Routers as outlined in the bid documents. The District’s Request for Proposal (RFP) provides further details regarding the specifications and requirements for this Project.

Each Proposal must conform to and be responsive to the bid documents, copies of which are posted on <https://portal.usac.org> and our Enterprise Elementary School District website on the following webpage, <https://www.eesd.net/departments/business-services/information-technology/request-for-proposal>. Interested parties are solely responsible for obtaining the RFP documents in time to attend required pre-bid meetings, pre-bid job walks and submit a finished proposal by the deadline indicated below. All proposals must be provided on the RFP forms specified.

**PROPOSAL DEADLINE: Monday, March 6, 2018 by 8:00 a.m.**

**Proposals will be publicly opened and read aloud immediately after the deadline at 8:01 a.m.**

**PROPOSAL SUBMISSION: Proposals shall be submitted on the Bid Form(s) attached to this request. Proposals shall include one (1) signed, original copy plus an electronic PDF copy, on a USB Flash Drive. Proposals shall be delivered in a sealed package labeled:**

**“Enterprise Elementary School District Attn: Eric Zane, Bid #3 EESD ERATE 2018 – 19 C1”**

**A sealed proposal may be delivered prior to the opening date to:**

**Enterprise Elementary School District**  
**Attn: Eric Zane**  
**1155 Mistletoe Lane Redding, CA 96002**

**Any proposal submitted after the Proposal Deadline will not be considered. Proposers are solely responsible for ensuring their proposal is received by the Proposal Deadline.**

**Mandatory Bidders Conference:** There will be a mandatory bid Conference **February 14, 2018 from 11:30 a.m. to 12:30 p.m.** for all vendors interested in responding to this RFP.

**Bidders Conference Location:** Enterprise Elementary School District, 1155 Mistletoe Lane, Redding, CA 96002.

**Request for Information Deadline is Wednesday, February 23, 2018 by 10 a.m.** All requests for information (RFI) must be e-mailed to [erate@eesd.net](mailto:erate@eesd.net).

**RFP Project Identification Name: Bid #3 EESD ERATE 2018 – 19 C1**

**Proposal prices as quoted are to remain firm up until and through the initial contract period between approximately, March 6, 2018 through June 30, 2023.** Award of this proposal is contingent upon successful submission of E-rate applications and documents to the SLD and receipt of funding commitment from the SLD, Universal Services Administrative Company (USAC) Schools and Libraries Division (SLD). The successful proposer agrees to receive a portion of the payment for the provision of products and services described herein directly from the Universal Service Fund which is administered by the SLD of USAC. The District and the successful proposer will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program and competitive bidding requirements mandated by the SLD.

Eric Zane  
IT Director  
Enterprise Elementary School District

**A. OVERVIEW**

Enterprise Elementary School District (the “District”) is requesting proposals for managed (i.e., “lit”) services to provide a high-speed Wide Area Network (WAN) solution that will allow for reliable and secure transmissions of voice, data, and video etc. among District schools and other facilities. The District currently has an existing fiber optic infrastructure in place owned and operated by the Charter/Spectrum, through which the District has received a 1 Gb connection to nine (9) facilities throughout the District. Note: The name of Charter has recently changed to Spectrum. Spectrum will be used throughout the rest of this Request for Proposal (RFP).

Proposed managed Service Provider, aka proposer, may take over or buy-out the last year of the District’s 5-year WAN contract with Spectrum if Spectrum will allow it. That is the District’s preference and is expected to be the least expensive overall option. However, another fiber optic provider may be utilized by the Service Provider to provide fiber optic lines to the nine (9) District sites. All equipment included in this request will be owned/leased and maintained by the awarded Service Provider with no option for transfer of ownership to the District.

This service must provide scalable bandwidth of 1 Gbps up to 6 Gbps. Pricing must be provided for up to six speed level data rates at each of the nine (9) sites:

- 1 Gbps or higher
- 2 Gbps or higher
- 3 Gbps or higher
- 4 Gbps or higher
- 5 Gbps or higher
- 6 Gbps or higher

Fewer levels can be provided if higher bandwidths are achieved with each step. Breakdowns for monthly recurring and non-recurring E-rate eligible costs will be provided. This breakdown must also include all E-rate eligible taxes and surcharges. All E-rate ineligible costs must be listed separately.

The Service Provider’s offerings must comply with the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) Program so that the District may obtain E-Rate discounts for the proposed services.

**B. RFP PROCESS TIMELINE**

The RFP will progress according to the following timeline. Please note that dates are subject to change at the sole discretion of the District; however, all proposers must be prepared to meet the following timelines:

Release Date:	<b>February 6, 2018</b>
Mandatory RFP Meeting:	<b>February 14, 2018 from 11:30 a.m. to 12:30 p.m.</b>
RFI Due:	<b>February 23, 2018 by 10 a.m.</b>
Final Addendum Posted:	<b>February 26, 2018</b>
Proposal Due:	<b>March 6, 2018 by 8:00 a.m.</b>

Late proposals may be accepted only with the District’s prior written approval prior to the Final Addendum posting date.

**C. REQUESTS FOR INFORMATION**

All requests for information (RFI) regarding this RFP must be e-mailed to [erate@eesd.net](mailto:erate@eesd.net). The District is not responsible for late delivery caused by e-mail malfunctions. RFIs are due no later than **Friday, February 23, 2018 at 10:00 a.m. PST**. Any RFI submitted after the deadline will not receive a response. Oral, text message and/or telephonic requests will not be accepted.

After the RFI deadline set forth above, the District will post all questions and responses in the form of an addendum on the District's website at:

<https://www.eesd.net/departments/business-services/information-technology/request-for-proposal> and the Universal Services Administrative Company (USAC) EPC portal at <http://portal.usac.org>.

The District may withdraw the RFP at its sole discretion if any questions uncover terminal errors or material misunderstandings in the RFP. In addition to the RFI responses, the District may publish amendments or other clarifications/changes to the RFP on the District's website and the Universal Services Administrative Company (USAC) EPC portal. All interested parties are required to monitor either the District's website or the Universal Services Administrative Company (USAC) EPC portal for such updates and incorporate any and all information into their proposal.

All interested parties are prohibited from contacting District staff regarding this RFP except to receive the RFP documents and through the RFI process described herein. Any written or oral statement made by District staff outside of the RFI process will not be binding on the District and shall not be relied upon for the proposal process. Interested Parties are explicitly instructed not to contact any member of the District's Board and any such contact will result in immediate rejection of the party's proposal.

**D. EXPECTED SERVICE PERIOD**

The initial term of service will be July 1, 2018, through June 30, 2023. At the end of the initial term, the District and any Service Provider selected may agree to extend the term of service for up to five (5) additional twelve (12) month periods.

**E. ELIGIBILITY**

This solicitation is open to those individuals or organizations that satisfy the minimum qualifications stated herein and that are available and licensed for work in the State of California.

## **F. PROJECT OBJECTIVES**



The District is seeking a Managed WAN with Router equipment able to meet its data connectivity and bandwidth needs. The Enterprise Elementary School District utilizes network connectivity ranging between 1 Gbps and 6 Gbps, at all of its school locations. The WAN speeds need to be adequate too.

**The core of the whole 2018 EESD network infrastructure project is encompassed in achieving these three Primary Objectives (these are requirements):**

1. "North-South"-- i.e. traffic from our end-user devices to and from the Internet. EESD needs to create and enforce Service Level Agreements (SLAs) for the 45 eCurriculum applications our students and teachers use across 5,000 devices. We need uptime and customer experience metrics set by EESD for Application/eCurriculum availability and usability. EESD needs the ability to prove when EESD needs to fix internal issues and when our ISP and/or eCurriculum providers need to fix something on their side.
  - a. Example) i-Ready.com granularity with the ability to create "custom applications" for i-Ready.com applications that start from a single icon for both Reading and Math. This requires EESD to create two custom applications and two separate SLAs that can be enforced for these two sets of eCurriculum.
2. "East-West"-- i.e. traffic from one EESD network device to another. This applies to both devices on the same campus and devices on two separate campuses across EESD's WAN. EESD knows end-user devices on the network should not communicate with Internet of Things (IoT) devices when they are not supposed to. End-user devices should also not communicate with each other unless it is for specifically approved purposes.
  - a. Example) Internet of Things: EESD does not want a student on a Chromebook to be able to access the surveillance cameras or be able to take control of them.
  - b. Example) Malware: EESD does not want a Malware laden USB drive to be able to be plugged into an end-user device and have the Malware infiltrate other devices on the network.
3. "On-going Cost Reductions" EESD wants to reduce both the on-going licensing and support costs as well as the managed services and internal EESD labor costs for network support.
  - a. Example) By using the Meraki Cloud Dashboard and Meraki Insight licensing EESD does not need to purchase or support Live Action to achieve those same type of functionalities.
  - b. Example) By using Cisco DNA and/or Live Action type network traffic visibility EESD can spend less time troubleshooting problems and will require less outside consultant/contractor assistance.
  - c. Example) By using Meraki Routers, Meraki Insight licensing, and a 10-year contract, EESD can achieve a possible fixed cost, for 10-years, for Router technical support, Router software upgrades and Router hardware replacement.

**Service Providers must explain how their response(s) achieve these three objectives. This explanation will be a key part of the district's evaluation of proposals. Proposals that do not adequately explain how their solution achieves these three objectives will be rejected. Proposals that the district believes will not achieve these three objectives will also be rejected. Do not use boilerplate language only for your explanations. Boilerplate language and/or marketing data sheets only will likely not achieve an adequate explanation of your proposed solution(s). The Service Provider's explanation in this area is not only required, but it will be a key evaluation factor. A Service Provider's explanation of how their installation and ongoing support will allow the district to achieve these three objectives is also required. It is highly desired that Service Providers include additional explanation describing how their additional services, such as add-on managed services for their solution, will enable the District to achieve these three objectives.**

While the District is not dictating which fiber provider will be used nor which routers will be used the District has determined that there are at least four viable options for achieving their Three Primary Objectives. These four options are outlined below in a very high level overview. The District has also broken the four options down into levels of Common Denominators. These Common Denominators are the same, or very similar, for each of the four options. The District has created the table below to allow Service Providers to quickly gain an understanding of the four options they believe will satisfy this RFP:

<p><b>Options</b></p>  <p><b>Common Denominators</b></p> 	<p><b>Option 1 Expected Preferred Solution</b> Take over or buy-out remaining year of EESD's Spectrum WAN contract and negotiate an overall 5 year contract with <b>Spectrum</b>. Utilize Meraki Routers in MDFs; Include Meraki Dashboard with Meraki Insight SaaS and optionally Live Action.</p>	<p><b>Option 2</b> Take over or Buy-out remaining year of EESD's Spectrum WAN contract and negotiate an overall 5 year contract with <b>Spectrum</b>. Utilize Cisco ASR Routers in MDFs; Include DNA solution and optionally Live Action.</p>	<p><b>Option 3</b> Buy-out remaining year of EESD's Spectrum WAN contract and negotiate an overall 5 year contract with <b>AT&amp;T</b>. Utilize Meraki Routers in MDFs; Include Meraki Dashboard with Meraki Insight SaaS and optionally Live Action.</p>	<p><b>Option 4</b> Buy-out remaining year of EESD's Spectrum WAN contract and negotiate an overall 5 year contract with <b>AT&amp;T</b>. Utilize Cisco ASR Routers in MDFs; Include DNA solution and optionally Live Action.</p>
A Single Pane of Glass administration combined with EESD's Network Switch administration	X	X	X	X
Routers that provide viable routing option and administration to achieve EESD Three Primary Objectives	X	X	X	X
Routers that provide at least 6 Gbps real throughput.	X	X	X	X

**G. SERVICE REQUIREMENTS**

To warrant consideration for an award of a contract resulting from this Request for Proposal (RFP), a proposal must include managed WAN services meeting the following requirements:

1. **District Sites Served:** All WAN circuits must extend from each of the District’s sites to a central location, such as Shasta County Office of Education - 1644 Magnolia Avenue, Redding, California 96001, where the District’s network traffic has direct access to the District’s K-12 High Speed Network (K12 HSN) Internet Connection. The Service Provider must provide managed WAN services to the following District facilities using existing non-District owned fiber:

a.	<b>Mistletoe Elementary School (MI)</b> 1225 Mistletoe Lane, Redding, CA 96002
b.	<b>Shasta Meadows Elementary School (SM)</b> 2825 Yana Avenue, Redding, CA 96002
c.	<b>Parsons Junior High School (PA)</b> 750 Hartnell Avenue, Redding, CA 96002
d.	<b>Rother Elementary School (RO)</b> 795 Hartnell Avenue, Redding, CA 96002
e.	<b>Alta Mesa Elementary School (AM)</b> 2301 Saturn Skyway, Redding, CA 96002
f.	<b>Lassen View Elementary School (LV)</b> 705 Loma Vista Drive, Redding, CA 96002
g.	<b>Boulder Creek School (BC)</b> 505 Springer Drive, Redding, CA 96003
h.	<b>PACE Academy &amp; Redding Collegiate Academy (MV - Monte Vista-shared location)</b> 3200 Adams Lane, Redding, CA 96002
i.	<b>Transportation (TR)</b> 3051 School Street, Redding, CA 96002

2. **Lost Funding:** If E-Rate funding is lost, including if the entire E-Rate program ends or is changed, the District reserves the right to remove one or more sites from the WAN at its sole discretion. After the initial 5-year contract period, upon the District’s decision to remove a site, the District will no longer be charged monthly or other fees for that site.
3. **Service Speeds:** The Service Provider must be able to provide scalable bandwidth of 1Gbps up to 6 Gbps at each of the above facilities.
4. **Handoff:** Unless otherwise specified by the District, the selected Service Provider will hand-off at the Main Distribution Frame (MDF) of each site a fiber LC connector on a SFP+ module providing a multi-Gigabit (mGig) connection able to range in speed from 1 Gigabit up to 10 Gigabit Ethernet connection medium to the sites.

5. **Equipment:** The Service Provider will supply—and repair and maintain at no cost to the District—all equipment necessary for managed (i.e., “lit”) WAN services All equipment will be owned/leased and maintained by the Service Provider with no option for transfer of ownership to the District. Inventory of equipment that will be installed at each District site with requirements for any rack-mounting space, power consumption, and ventilation will be provided. District’s MDF rack-mount cabinets will house Service Provider equipment and access will be provided to Service Provider as needed with District supervision.
6. **Support Services:** The Service Provider will provide or arrange for continuous network-monitoring service (24 hours per day, seven days per week) with immediate notification of service outages to the designated District contact(s). In the event of loss of communication to any site, repairs will start within four (4) hours of the service outage. Service Provider will maintain a log of all outages including start/stop times, customer notification time and contact information, and root cause. These logs will be available upon the District’s request.
7. **Service Level:** The Service Provider will certify that it will meet and maintain the following
  - a. Service availability (i.e. uptime) of 99.9% (approx. 8h 45m of downtime in a year);
  - b. No limitation or throttling of the capacity of the circuit at any time;
  - c. Packet delivery rate will be at least 99.9% (approx. 1 packet lost out of 1,000);
  - d. Network latency will be not greater than 20 milliseconds (round trip – roughly 10Mbps using a 64kb TCP window size);
  - e. Network jitter will be less than five (5) milliseconds;
  - f. Bit-error rate will be less than 0.25% between circuit endpoints; and
  - g. Mean time-to-repair for outages will be less than four hours.

Outages lasting longer than 24 hours or service levels failing to meet the above parameters will be subject to liquidated damages as agreed-upon in a negotiated SLA.

In addition, the Service Provider will attach a current description of service levels to include the following components:

- a. Normal customer service hours (staffed at least 7 a.m. to 5 p.m. Pacific Time);
- b. Committed response time to normal customer inquiries;
- c. Process for reporting after-hours outages/emergencies;
- d. Committed response time, escalation, and update procedures for after-hours emergencies;
- e. Length of extended run time during a power outage at a given District site (minimum of one (1) hours using Service Provider-supplied auxiliary power; at least with four (4) hours being preferred); and



- f. Vulnerability of Service Provider infrastructure and Data Center to power outages (i.e., potential service disruptions).

8. **Access to Facilities:** Service Provider is responsible for any and all circuit maintenance including conduit, cabling, and customer-premise equipment provided by Service Provider up to a specified demarcation point. Access to District facilities for routine maintenance will be available from 7 a.m. until 5 p.m., provided that twenty-four (24) hours' notice has been given to the District's Technology Services department by following the agreed notification procedures. Emergency repair will be coordinated on-site by calling the emergency number(s) provided by the District's Technology Services department. Service Provider understands and agrees that installation, repair, and maintenance activities during school hours will not disrupt school operations.

9. **Pricing:** Pricing must be provided for a range of 1 Gbps up to 6 Gbps data rates at each of the nine (9) sites with breakdowns for monthly recurring and non-recurring E-rate eligible costs using the Bid Form in Attachment B. This breakdown must also include all E-rate eligible taxes and surcharges. All E-rate ineligible costs must be listed separately. Proposals must provide service to all sites listed. Proposals without pricing for all sites will be considered at the District's option. Prices provided will be inclusive of any applicable sales and use taxes or other taxes and fees, provided that the proposal will also include information separately describing the amounts of any taxes and fees included in total prices.

10. **Termination:** The District will have the option to terminate service, without penalty and full expectation of any refunds of any and all amount paid prior to the date of termination of services for balance of services not rendered, if the final negotiated SLA is not upheld by the Service Provider.

11. **Transition Plan:** The Service Provider will describe in detail its plan for transitioning from the District's existing service provider, to the new managed WAN and routers, including any potential anticipated delays or problems.

## **H. "PIGGYBACKABLE" RFP**

All products, pricing and services offered in the RFP and by the proposer shall be made available to K-12 Schools and Districts in Shasta County, California. It is understood that this pricing, and future pricing requests, must be based on the location of each school site and the Wide Area Network connectivity possible/available at each of those sites. The K-12 Schools and Districts in Shasta County, California have the right to purchase off the winning contract if they wish, but are not obligated to purchase any items in the RFP if they choose not to.

## **I. GENERAL TERMS AND CONDITIONS**

1. **Responsiveness:** All proposals will be reviewed by the District to determine compliance with administrative requirements and instructions specified in this RFP. Proposals must comply with all terms and conditions of this RFP in order to be responsive and subject to consideration. The District reserves the right, at its sole discretion, to waive irregularities in a proposal.
2. **Rejection and Partial Awards:** This RFP constitutes a solicitation of bids from Service Providers to provide the services described herein. Any proposals received will be offers to

contract; this RFP does not constitute an offer to contract or acceptance of an offer. The District reserves the right to reject any and all proposals and to make further calls for proposals in the same manner as the original call. The District also reserves the right to award one or more partial contracts.

3. **E-Rate Compliance:** The Service Provider must comply with the E-Rate requirements contained in this RFP.
4. **Contract:** The District will negotiate with a Service Provider selected (if any) as a result of this RFP toward a formal written services agreement. Such contract will include, at a minimum, the District's **MANDATORY CONTRACT TERMS** as listed in this RFP.
5. **Withdrawal:** No Service Provider who submits a proposal may withdraw a proposal after the date and hour set for the delivery of responses thereof and before the award of any contract, unless said award is delayed for a period exceeding thirty (30) days.
6. **Conflict of Interest:** No director, officer, employee, or agent of the Service Provider will give or receive any commission, fee, rebate, gift, or entertainment of significant cost or value in connection with the services proposed in response to this RFP, or enter into any non-consumer business arrangement with any director, employee, or agent of the District, other than as a representative of the District, without prior written notification thereof to the District.

#### **J. UNIVERSAL SERVICE (E-RATE) REQUIREMENTS**

To warrant consideration for an award of contract resulting from this RFP, Service Providers must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996, 47 U.S.C. § 254. Service Providers acknowledge that any contractual relationship resulting from this RFP may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates, and auditing requirements, Service Providers must comply with the following:

1. **USF Knowledge:** Service Provider will have, at a minimum, a working knowledge of the E-rate Program.
2. **USF Registration:** Service Provider will submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").
3. **USF Participation:** Service Provider will agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Service Provider's services and/or products.
4. **USF Documentation:** Service Provider will provide to District staff and/or the District's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Service Provider has or that Service Provider reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support

5. **Invoicing Procedures:** Service Provider will itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Service Provider must include the following information on all invoices to the District for E-Rate eligible equipment and/or services: (a) Date of invoice; (b) Date(s) of service; (c) Funding Request Number (“FRN”); (d) Service Provider’s signature on invoice attesting to the accuracy and completeness of all charges; (e) Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same; (f) Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges); (g) Invoice on Service Provider’s letterhead or on a Service Provider-generated form; (h) District’s Billed Entity Number; (i) District’s Federal Communications Commission Registration Number; (j) Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”). *The Service Provider may not commence billing until after products and services are delivered.* The Service Provider is required to send copies of all forms and invoices to the District prior to invoicing the USAC for pre-approval. Failure to comply with this requirement may result in the District placing the Service Provider on an “Invoice Check” with the USAC.
6. **USF Discounted Invoicing and Reimbursement Process:** Service Provider will remit to the District within twenty (20) days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving the District (“Reimbursement Process”). Service Provider understands that E-rate Program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC. Service Provider further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason.
7. **Delayed USF Funding Commitment:** Service Provider understands that, due to circumstances beyond the District’s control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Service Provider during that funding year. Service Provider understands that funding commitment delays of up to 18 months from application date are possible and to be expected.
8. **Retroactive Invoicing:** When E-rate funding is approved, Service Provider will invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.
9. **USF Audit and Document Retention Requirement:** Service Provider will maintain all proposals, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda, and other data relating to Service Provider’s services to the District. All such records shall be retained for a period of at least ten years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request and will be subject to inspection and audit by the District. Service Provider will include in all subcontractor agreements for services/provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein. Service Provider will respond to District requests to inspect and audit records within three (3) business days.

In addition to the foregoing, Service Provider will create, implement, and enforce an internal E-rate audit process that ensures that Service Provider complies with all E-rate program rules and regulations. This process must include the following:

- a. Separating ineligible project management and other professional services costs, if any, from other charges;
  - b. Where labor is involved, maintaining detailed, signed individual timesheets;
  - c. Ensuring that ineligible charges are not submitted to USAC;
  - d. Invoicing to USAC that is consistent with the contract and the District's 470 and 471;
  - e. Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization;
  - f. Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District;
  - g. Supporting documentation sufficient to evidence that what was approved per the FCDL, and provided to the District, was actually provided to the District;
  - h. and if E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that cross-check to match the total amount billed;
  - i. If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471;
  - j. Documenting that E-rate funded services were provided within the allowable contract period and program year;
  - k. Charging proper FRN(s);
  - l. Ensuring that invoices and USAC forms are submitted to the District in a timely manner;
  - m. Ensuring that USAC forms are filled out completely, accurately, and on time;
  - n. Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description, site address, site room/placement) and made available to the District in electronic format.
10. **Contract Term Modification:** The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the USAC.
11. **Additional Paperwork:** If the Service Provider requires that any additional paperwork or forms in order to qualify for E-Rate, the Service Provider will explain this process in sufficient detail to enable the District to determine if this additional requirement has a material or financial impact on receiving the services proposed or the eligibility of the services for the E-Rate discount.

12. **Compliance with Law:** Service Provider will be in full compliance with all current requirements and future requirements issued by USAC governing E-Rate throughout the term of any services agreement and any optional contract extension(s).
13. **Green Light Status:** The Service Provider is responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential proposer 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.fcc.gov/licensing-databases/fees/debt-collection-improvement-act-implementation>
14. **Item 21 Attachment:** The Service Provider will provide the District with a description of services suitable for the Form 471 Item 21 Attachment.
15. **Lowest Corresponding Price:** The Service Provider must comply with the FCC rules for Lowest Corresponding Price (“LCP”).

**K. MANDATORY CONTRACT TERMS**

By submitting a proposal, a Service Provider understands and acknowledges that if it is awarded a contract, any services agreement between it and the District will contain substantially the following terms, in addition to (1) terms reflecting the Service Provider’s proposal, and (2) any other terms negotiated by the parties.

1. **Background Checks:** Service Provider will prohibit any employee from working or volunteering at a District school who has or may have contact with children during the course of his or her employment who has pleaded guilty to or been convicted of the crimes enumerated in Education Code section 45125.1, as now or hereafter amended. Any failure to comply with this section will be grounds for the District to immediately terminate the services agreement.
2. **Governing Law and Venue:** The agreement between the Service Provider and the District will be governed, construed, and enforced in accordance with the laws of the State of California without reference to choice of law principles, and venue of any suit between the parties arising out of such agreement will be in the Superior Court of Shasta County, California.
3. **Attorney Fees and Costs:** If any legal proceeding is brought for the enforcement of a services agreement between the Service Provider and the District, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of such agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney fees and other costs incurred in that action or proceeding.
4. **SPIN Number Required:** The Service Provider must have an active Service Provider Identification Number (SPIN) and maintain it for the duration of the services agreement.
5. **Relationship of the Parties:** Service Provider’s relationship to District in the performance of services under any agreement resulting from this RFP will be that of an independent contractor. The personnel performing services under any such agreement will at all times be under Service Provider’s exclusive direction and control and will be employees of Service Provider and not employees of the District. Service Provider will cover or insure all of its employees

performing services under this contract in compliance with the applicable laws relating to Workers' Compensation and employers' liability insurance.

6. **Insurance:** The Service Provider will, at its own cost and expense, obtain and thereafter manage in full force and effect liability insurance during the term of any services agreement. Such insurance will name the District as an additional insured and have a minimum limit of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate. Service Provider will provide a certificate of insurance, including an additional insured endorsement, to the District prior to commencement of any services under such an agreement.
7. **Equal Opportunity:** The Service Provider will comply with all applicable federal and state laws and regulations prohibiting discrimination in the performance of any services agreement, and will not discriminate in any programs or activities under such agreement on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal.
8. **Assignment:** The Service Provider will not assign the services agreement or any part thereof without the prior written approval of the District.
9. **Authorization:** The Service Provider will warrant that it has the legal right to contract with the District for provision of services and that the person signing such agreement on the Service Provider's behalf is so authorized to sign.

#### **L. PREPARATION OF PROPOSAL**

Each proposal must include the following:

1. **Service Provider Identifying Information:** The proposal must list the Service Provider's legal name (including any DBAs), address, entity type (i.e., LLC or corporation), SPIN Number, and FCCRN number.
2. **Authorized Agent Information:** The proposal must identify the agent authorized to represent the Service Provider in submitting the proposal and answering any District inquiries, including the agent's full name, address, telephone number, and email address.
3. **References:** The proposal must include at least three (3) references by customers of similar size and scope, with at least one (1) of those being a school district in the State of California and at least one (1) of them where the Service Provider has provided services that generated Federal E-Rate funding for at least two (2) years.
4. **Signature of Service Provider's Authorized Agent (See Attachment A)**
5. **Additional Documents:** Any additional documents that would be required by the Service Provider to provide the requested services.

#### **M. PROPOSAL SUBMITTAL**

Proposals shall be submitted on the Bid Form(s) attached to this request. Proposals shall include one (1) signed, original copy plus an electronic PDF copy, on a USB Flash Drive. Proposals shall be delivered in a sealed package labeled:

"Enterprise Elementary School District Attn: Eric Zane, Bid #3 EESD ERATE 2018 – 19 C1"

A sealed proposal may be delivered prior to the opening date to:

Enterprise Elementary School District  
 Attn: Eric Zane  
 1155 Mistletoe Lane Redding, CA 96002

Any proposal submitted after the Proposal Deadline will not be considered. Proposers are solely responsible for ensuring their proposal is received by the Proposal Deadline.

Submitted proposals may be posted on the District’s website and may be subject to disclosure under the California Public Records Act, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48.

**N. BID EVALUATION AND CONTRACT AWARD**

The District will review all proposals received by the due date listed in this RFP to determine whether they are responsive. The District will then evaluate all responsive proposals in accordance with the requirements stated in this solicitation. The evaluation of proposals will be accomplished by an evaluation team designated by the District. The team will determine the ranking of the proposals according to the criteria listed below using this scoring matrix:

<b>EVALUATION MATRIX</b>			
<b>MAY INCLUDE, BUT IS NOT LIMITED TO:</b>			
<b>Factor</b>	<b>Weight</b>	<b>Points Awarded for Bidder #1</b>	<b>Points Awarded for Bidder #2</b>
Price of the E-rate eligible products and services	20%		
Price of the E-rate ineligible products and services	10%		
Ability of the Proposal to Support District's three Primary Objectives	15%		
District's prior experience with the Service Provider	15%		
Vendor’s qualifications, experience, and references	15%		
District's satisfaction with the Service Level Agreement	15%		
District's satisfaction with th local service response speed	10%		
<b>Total</b>	<b>100%</b>	<b>0%</b>	<b>0%</b>

Additional columns will be added if there are more than one proposer. In the event that the District selects one or more proposers to participate in further negotiations toward a written services agreement, the District will notify such proposers via email or telephone.

The District reserves the right to reject any or all proposals and to make further calls for proposals in the same manner as the original call, as stated above. The District also reserves the right to award a

partial contract. This RFP does not obligate the District to award a contract for the services specified herein.

**O. CONTACT INFORMATION**

For information about this RFP, please contact via this email address only:

[erate@eesd.net](mailto:erate@eesd.net)

Eric Zane, Technology Director  
Enterprise Elementary School District

1155 Mistletoe Lane  
Redding, California 96002  
Phone: (530) 224-4118

Fax: (530) 224-4127

Only if confirmation of receipt takes longer than 24 hours should a phone call/fax/in-person visit be performed by the Service Provider. All questions will be documented and routed to an appropriate staff member or consultant for response. The District will post answers to all RFI questions received via written addendums for public viewing at:

<https://www.eesd.net/departments/business-services/information-technology/request-for-proposal> and the Universal Services Administrative Company (USAC) EPC portal at <http://portal.usac.org>.

This RFP is available online at the same web address.

**P. NON-DISCRIMINATION**

The Governing Board is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities. Per the Enterprise Elementary School District Board Policy BP 0410.



**Attachment A**

**PROPOSAL SIGNATURE PAGE**

By signature on its proposal, Proposer certifies that it: (1) has read this Request for Proposal (RFP) and understands all terms, conditions, and requirements therein; and (2) the signatory below is legally authorized to bind the Proposer.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

FEDERAL TAX ID: \_\_\_\_\_ SPIN: \_\_\_\_\_

FCCRN NO.: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

ARE ANY DISTRICT EMPLOYEES OR FORMER EMPLOYEES OWNERS, DIRECTORS,  
OR OFFICERS OF PROPOSER?  Yes  No. If yes, please list such individual(s) below:

\_\_\_\_\_

If the Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either:

- (1) non-litigated due to inaction on the part of the Proposer, or
- (2) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five (5) years, so indicate.

**Authorized Signature:**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_