



**REQUEST FOR PROPOSAL  
AND CONTRACT TERMS AND CONDITIONS  
RFP# WAN16-19 WAN E-Rate**

**TECHNICAL SPECIFICATIONS FOR HIGH SPEED DATA INFRASTRUCTURE  
PROJECT**

**WIDE AREA NETWORK  
DIGITAL TRANSMISSION SERVICES**

**TABLE OF CONTENTS**  
**RFP #WAN16-19 WAN E-RATE**

1. Notice to Vendors – Requests for Proposals
2. Instructions to Bidders
3. Project Background
4. Project Goals
5. Qualifications
6. Transition Plan
7. Information Required of Bidder
8. Bidder References
9. Bid Bond
10. Designation of Subcontractors
11. Non-Collusion Declaration
12. Appendix A
13. Service Provider Pricing Response – Wide Area Network

**NOTICE TO VENDORS – REQUEST FOR PROPOSALS**  
**RFP # WAN16-19 WAN E-RATE**

470 and RFP availability date 12.18.2015.

The Lake Elsinore Unified School District (LEUSD) will accept PROPOSALS for TECHNICAL SPECIFICATIONS FOR HIGH SPEED DATA INFRASTRUCTURE PROJECT DIGITAL TRANSMISSION WIDE AREA NETWORK SERVICES.

Proposals shall be submitted to Lake Elsinore Unified School District by **mail** to, Purchasing Services, 1401 Education Way, Lake Elsinore, CA 92530, Attn: Purchasing Department / Francine Vaccarino, no later than **2:00 p.m. Tuesday, January 19, 2016.**

Proposals must be signed. A copy of the request for proposal is available at the following website [www.leusd.k12.ca.us](http://www.leusd.k12.ca.us) under Departments/Services>Department Directory>Information Technology Services E-rate Information links.

Vendors may walk the sites in order to inspect entrance facilities – Demarc to MPOE. Site walks are available upon appointment. To make a site walk appointment, contact J. R. Rea via e-mail at [jrrea@leusd.k12.ca.us](mailto:jrrea@leusd.k12.ca.us). Site walks are only available January 6, 2016 and January 8, 2016.

Vendor must participate in the E-Rate program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal.

The Board of Trustees of the Lake Elsinore Unified School District reserves the right to accept or reject any and all proposals, to waive any irregularities in the proposals, to be sole judge as to the merit, quality and acceptability of materials proposed and their compliance to the specifications, if it be in the best interest of the District.

Publish December 18, 2015 and December 28, 2015

## INSTRUCTIONS TO BIDDERS

### PROPOSALS

Proposal must be submitted on forms furnished by the DISTRICT in order to preserve uniformity and to facilitate the award of contract(s).

Proposals shall be delivered to Lake Elsinore Unified School District, Purchasing Department, at its office on or before the day and hour in the request for proposal. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

Before submitting a proposal, bidders shall carefully examine specifications, requirements, and all other documents. They shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination or knowledge.

Proposal signatures on all bids must show firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by each signature must be fulfilled.

No bid may be withdrawn for a period of ninety (90) days after the date set for the opening of bids.

### INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, a written request for an interpretation or correction thereof may be submitted by **e-mail**. **No phone calls will be accepted. E-mail questions to: Francine Vaccarino - [francine.vaccarino@leusd.k12.ca.us](mailto:francine.vaccarino@leusd.k12.ca.us). Questions must be received by January 8, 2016, 2:00 pm.** Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by Purchasing and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Lake Elsinore Unified School District will not be responsible for any other explanation or interpretation of the proposed documents.

### SITE WALKS

Vendors may walk the sites in order to inspect entrance facilities – Demarc to MPOE. Site walks are available upon appointment and will be on **January 6 or January 8, 2016 only**. To make a site walk appointment, contact J. R. Rea via email only, [jrrea@leusd.k12.ca.us](mailto:jrrea@leusd.k12.ca.us).

### INSTALLATION TIMELINE

No billing can take place prior to July 1, 2016, though start up work can begin as early as April 1, 2016 in order to meet this deadline and maintain compliance with the E-Rate Program rules.

### DEADLINE FOR REQUEST FOR PROPOSAL 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 the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

## **COMPLETION OF THE PRICE MODULE WORKSHEET**

Proposals must include the attached pricing worksheet. Please include the installation (one time) costs and monthly (ongoing) costs for all sites. Installation costs may be amortized into the monthly recurring charges.

## **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. The vendor shall provide three (3) K-12 references consisting of similar work and scope.

## **EVALUATION CRITERIA**

Lake Elsinore Unified School District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

**54.503 (c)(2)(vii)** *All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511.*

**54.511 Ordering Services (a)** *Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.*

The cost for E-rate eligible goods and services will be the most heavily weighted factor in selecting the awarded vendor. However, Lake Elsinore Unified School District will consider factors other than price alone. The following factors and associated weights will be part of the decision:

1. 30% - The cost for E-rate eligible goods and services.
2. 20% - The vendor's relevant experience with proposed solution, qualifications and success in providing WAN solutions.
3. 20% - The vendor has a working knowledge of the District's existing network and familiarity with current sites and solutions.
4. 10% - The contractual terms proposed by the vendor which would govern any contractual relationship with District
5. 10% - The vendor has already established a working relationship with the District and the District's network consultants.
6. 10% - The vendor's references (minimum of three) and written letters of recommendation from institutions which are comparable to the District.

## REQUEST FOR PROPOSAL SUBMISSION REQUIREMENTS

All responses to this RFP should be submitted in hard copy form (no email or other electronic submission), no later than 2:00 PM on January 19<sup>th</sup>, 2016 and clearly marked "Wide Area Network Digital High Speed Telecommunications Services RFP," delivered to:

**Lake Elsinore Unified School District  
ATTN: Francine Vaccarino  
1401 Education Way  
Lake Elsinore, CA 92530**

### WAN/ISP RESPONSE TIMELINE

<b>470 + Bid/RFP Timeline</b>	<b>Modified Due Date</b>
<b>Submit and Certify E-Rate Form 470 and RFP</b>	<b>12/18/2015</b>
<b>Advertise Bids (#1)</b>	<b>12/18/2015</b>
<b>Advertise Bids (#2)</b>	<b>12/28/2015</b>
<b>Last day to ask questions</b>	<b>01/08/2016 @ 2:00 PM</b>
<b>District posts answers</b>	<b>01/12/2016 @ 2:00 PM</b>
<b>28 days (required) complete</b>	<b>01/15/2016</b>
<b>RFQ/RFP/Bid Opening (Bid due date)</b>	<b>01/19/2016 @ 2:00 PM</b>
<b>Award Decision</b>	<b>01/22/2016</b>
<b>Board Approval of E-rate Awards</b>	<b>February 2016</b>
<b>District Signs Contracts</b>	<b>February 2016</b>
<b>Service Provider Signs Contracts</b>	<b>03/07/2016</b>
<b>Submit and Certify E-Rate Form 471</b>	<b>BY CLOSE OF E-RATE WINDOW</b>

All submissions meeting the deadline requirement is the property of LEUSD and will not be returned. All information submitted in the proposals will be kept confidential and accessed only by those employees of the DISTRICT reviewing the proposals.

All responses to this RFP should be submitted in hardcopy form (no email or other electronic submissions).

The content and sequence of the proposal will be as follows:

1. Cover Letter/Letter of Interest
2. Table of Contents
3. Vendor Company Data
4. Experience and Client References
5. Technical Capabilities
6. Cost Proposal
7. Pricing Module Worksheet (See '**WAN RFP Pricing Module Worksheet.xls**') )
8. Transition Plan
9. Bid Bond

10. Designation of Subcontractors
11. Non-Collusive Bidding Declaration

## **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.

## **PAYMENT AND FUNDING**

The District intends to partially fund the services contemplated herein by leveraging the federal E-Rate program. Vendors should be familiar with and compliant with all applicable federal E-Rate policies. Bids from vendors that are not E-Rate eligible will not be considered for this RFP. Vendors must provide a response to this RFP that is compliant with E-Rate. Vendors must submit their E-Rate Service Provider Identification Number (SPIN) in the vendor response. Vendors must submit their E-Rate Federal Communications Commission Registration Number (FCCRN) in the vendor response along with proof of FCC Green Light Status. The successful bidder also must abide by the requirements for vendors under the E-rate program as set forth by the E-Rate program administrators. These requirements include, but are not limited to; filing of all Form 474 forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the provision of any information participating eligible entities must submit as part of their filing requirements. The bidder must identify and separate any costs that are associated with non E-Rate eligible entities and services as identified in the scope of work herein.

In addition, the Wide Area Network (WAN) high speed telecommunications services must also be eligible for, and receive, the applicable discounts funded through the California Teleconnect Fund (CTF) which is administered by the California Public Utilities Commission (CPUC). In accordance to CPUC resolution T-16763 all E-Rate program discounts must be posted via the Service Provider Invoice Form 474. The District will not file a Billed Entity Applicant Reimbursement Form 472 for applicable E-Rate discounts.

**Failure of vendor to apply appropriate discounts will be basis for termination of contract without penalty.**

## **VENDOR AWARD**

This RFP and contract for WAN E-RATE is being awarded by the District pursuant to Public Contract Code 20118.1, which permits the District to competitively negotiate such contract and to consider more than simply price in awarding the contract. In this case, price will be the most heavily weighted factor; though the District will also consider the proposer's ability to meet the minimum technical specifications for the equipment and services as described in this RFP, as well as other relevant factors including, but not limited to performance and reliability.

Vendors may be required to provide the following upon award of this RFP:

- A. Performance Bond
- B. Payment Bond
- C. Certificate of Liability Insurance, naming the District as Additional Insured
- D. Proof of Licensing within the State of California
- E. Workers Compensation Certification

## **INDEMNIFICATION**

Each party agrees to indemnify, defend and hold harmless the other party and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses damages, and/or liability arising out of this Agreement from or based upon any negligent or wrongful,

errors or omissions committed solely by the other party and its authorized officers, employees, agents and volunteers related to the performance under this Agreement, Hereunder and for any costs or expenses incurred by the other party on account of any claim therefore, except where such indemnification is prohibited by law.

**TERMINATION OF CONTRACT**

The District reserves the right to terminate contract due to failure to provide service and meet the District specifications.

A 30-day written notice will terminate this contract. In the event of termination, Vendor shall not be entitled to any compensation other than the service provided before the termination date.

**INSURANCE**

Contractor shall, at Contractor’s sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Contract, a policy or policies of insurance covering Contractor’s services, and furnish to DISTRICT a certificate of insurance evidencing all coverage’s and endorsements required hereunder.

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000.00  
and

Subject to the same limit for each person on account of one Accident,  
in an amount not less than \$1,000,000.00

Broad Form Property Damage  
Insurance in an amount not less than \$1,000,000.00

Contractual Liability Insurance in an amount not less than \$1,000,000.00

Comprehensive Automobile Liability Insurance covering the  
use of all owned, non-owned and hired vehicles with combined  
bodily injury and property damage in an amount not less than \$1,000,000.00  
Product & Completed Operations Liability \$1,000,000.00

Statutory Workers’ Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California An endorsement to said policy(s) naming DISTRICT as an additional insured while rendering services under this Contract A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage.

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

The bidder acknowledges that the work to be performed under this contract will be done in schools and that it is possible that students may be in the immediate area at any time. Bidder shall advise all employees to use care, respect and discretion when working in these surroundings. The bidder shall submit a signed certification regarding employee background checks in accordance with Education Code section 45125.1 prior to allowing any employee on District property.



## **PROJECT BACKGROUND**

The Lake Elsinore Unified School District (LEUSD) has an on-going strategic plan which includes telecommunication services, connectivity, and support. LEUSD's technology infrastructure consists of a local area network installed at each campus with a wide area network connecting the campuses together. The District is seeking to leverage its investment in these areas to achieve maximum operating efficiencies and cost savings.

### **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) E-RATE CONTINGENCY**

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

#### **2) SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:  
<http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website:  
<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More

information about FCC Red and Green Light Status may be found at this website:  
[http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC  
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service

provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### **4) STARTING SERVICES/ADVANCE INSTALLATION**


The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2016 funding year (July 1, 2016). If Category 1 services (Telecommunication Services) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

#### **EARLY FUNDING CONDITIONS**

##### **Category 1**

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

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

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


The complete text can be found at the following URL:

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

##### **Category 2**

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

## 5) **INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

## 6) **FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

## 7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services.

Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

**PROJECT GOALS**

The DISTRICT (LEUSD) is seeking telecommunication providers that are able to meet its data telecommunication needs. The present system utilizes various levels and types of services at multiple locations. Attached Appendix A provides a listing of all facilities.

**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
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.	
Please elaborate:	
2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	
Please elaborate:	
3. Can your company ensure LEUSD 99.95% for all telecommunication and/or Internet service availability during each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30 milliseconds maximum?	
Please elaborate:	
4. Is your company able to provide, at no additional charge, immediate notification to LEUSD network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within LEUSD?	

Please elaborate:

5. Please provide the process for LEUSD to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.

Please elaborate:

6. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.

Please elaborate:

7. Your company will provide a non-performance policy with LEUSD which provides LEUSD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within LEUSD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.

Please elaborate:

8. 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:

9. Does your company agree that LEUSD 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 **July 1, 2016**, LEUSD requires a transition plan to be provided with any proposal response. 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 LEUSD transition team. The transition plan is to outline the expectations the supplier team would have of LEUSD and the information or task LEUSD is to provide the supplier and the date any information or task would be required.

LEUSD 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 LEUSD for the installation and use of such facilities and services. Service Provider shall indemnify LEUSD and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

## CUSTOMER REQUIREMENTS

- Wide Area Network Digital Transmission Services: Please provide quotes for the following bandwidths.
  - 1 GB
- Internal routing scheme cannot be changed
- **WAN connections are Point-to-Point from each site back to District Office.**
- Option for growth including, but not limited to, increases in bandwidth and/or additions of locations, as determined necessary by the District
- **Contract must be for 12 months (1 Year) with option to renew for 2 additional 12 month periods.**
- 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.
- All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to LEUSD. All vendor equipment installed shall be under repair maintenance at no cost to LEUSD for the life of the contract agreement.

## Information Requested

- Proposed solution pricing
  - **Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the MRC. DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the Data Center at the District Office shall be determined by LEUSD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.**
- MRC for initial contract month term as well as MRC starting with contract renewal term.
- 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.

**INFORMATION REQUIRED OF BIDDER**

*(Must be submitted with proposal)*

The Bidder shall furnish all the following information accurately and completely. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its owners, officers, directors, shareholders, parties or principals. District has discretion to request additional information.

(1) Firm name and address:

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(2) Telephone:

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(3) Type of firm: (check one)

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

(4) License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Name of license holder \_\_\_\_\_

(5) Have you or any of your principals ever been licensed under a different name or different license number? (Response must include information pertaining to principals, association outside of the firm bidding this Project). \_\_\_\_\_ If yes, give name and license number.

(6) Names and titles of all principles of the firm:

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(7) Number of years as a contractor in this type of work: \_\_\_\_\_

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**BIDDER REFERENCES AND RESPONSIBILITY INFORMATION**

*(Must be submitted with proposal)*

1. The District expressly reserves the right to reject the proposal of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is “non-responsible” and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
  
2. FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.
  
3. EXAMPLE: Your references should be listed in the following format (facts are example only)
  - (a) Work for X Y Z Unified school District
  - (b) Phone # (222) 123-4567
  - (c) 999 Holly Drive, L.A., CA 92000
  - (d) Contact: J.Q. Jones III at above #

Reference: #1

District or Entity: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address:

Name of Contact: \_\_\_\_\_

Reference: #2

District or Entity: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address:

Name of Contact: \_\_\_\_\_

Reference: #3

District or Entity: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address:

Name of Contact: \_\_\_\_\_

Reference: #4

District or Entity: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address:

Name of Contact: \_\_\_\_\_

Reference: #5

District or Entity: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address:

Name of Contact: \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS FORM**

<b>Description &amp; Portion of Work</b>	<b>Name of Subcontractor</b>	<b>Location &amp; Place of Business</b>	<b>License Type and Number</b>	<b><i>E-Mail &amp; Telephone*</i></b>	<b><i>DIR Registration Number*</i></b>

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of

bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

Date:

Name:

Signature of Bidder

Representative:

Address:

Phone:

## BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Lake Elsinore Unified School District (hereafter called "District") in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of

\_\_\_\_\_.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By \_\_\_\_\_  
Principal's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By \_\_\_\_\_  
Surety's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name  
\_\_\_\_\_  
Surety's Address  
\_\_\_\_\_  
Surety's Phone Number

**NON-COLLUSION DECLARATION**

*(Must be submitted with proposal)*

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], 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.

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 \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

APPENDIX A

Locations:

<b>Cottonwood Canyon Elementary School</b>	<b>Donald Graham Elementary School</b>	<b>Earl Warren Elementary School</b>	<b>Elsinore Elementary School</b>
32100 Lost Road	35450 Frederick Street	41221 Rosetta Canyon Drive	512 West Sumner Street
Lake Elsinore, California 92532	Wildomar, CA. 92595	Lake Elsinore, CA 92532	Lake Elsinore, CA 92530
<b>Machado Elementary School</b>	<b>Railroad Canyon Elementary School</b>	<b>Ronald Reagan Elementary School</b>	<b>Rice Canyon Elementary School</b>
15150 Joy Street	1300 Mill St	35445 Porras Street	29535 Westwind Drive
Lake Elsinore, Ca. 92530	Lake Elsinore, California 92530	Wildomar, CA 92595	Lake Elsinore, CA 92530
<b>Tuscany Hills Elementary School</b>	<b>William Collier Elementary School</b>	<b>Wildomar Elementary School</b>	<b>Withrow Elementary School</b>
23 Ponte Russo	20150 Mayhall Drive	21575 Palomar Road	30100 Adelo St.
Lake Elsinore, California 92532	Wildomar, CA 92595	Wildomar, CA 92595	Lake Elsinore, California 92530
<b>Canyon Lake Middle School</b>	<b>David A. Brown Middle School</b>	<b>Elsinore Middle School</b>	<b>Terra Cotta Middle School</b>
33005 Canyon Hill Road	21861 Grand Avenue	1203 W. Graham	29291 Lake St.
Lake Elsinore, California 92532	Wildomar, California 92595	Lake Elsinore, California 92532	Lake Elsinore, California 92530
<b>Lakeland Village K-8 School</b>	<b>Luiseno K-8 School</b>	<b>Elsinore High School</b>	<b>Lakeside High School</b>
18730 Grand Avenue	13500 Mountain Road	21800 Canyon Drive	33593 Riverside Drive
Lake Elsinore, California 92530	Corona, CA 92883	Wildomar, California 92595	Lake Elsinore, CA 92530
<b>Temescal Canyon High School</b>	<b>Ortega Continuation High School</b>	<b>Keith McCarthy Academy</b>	
28755 El Toro Road	520 Chaney Street	1405 Education Way	
Lake Elsinore, California 92532	Lake Elsinore, CA 92530	Lake Elsinore, CA 92530	
<b>Lake Elsinore USD</b>	<b>Transportation</b>		
545 Chaney Street	21641 Bundy Canyon Road		
Lake Elsinore, CA 92530	Wildomar, CA 92595		