



**Savanna School District  
1330 S. Knott Ave  
Anaheim, CA 92804**

**REQUEST FOR PROPOSALS  
FOR:**

**2019: WIDE AREA NETWORK  
DIGITAL TRANSMISSION SERVICES  
RFP #40-18/2019-20**

**DUE:  
December 12, 2019 at  
1:00PM PST**

[www.savsd.org](http://www.savsd.org)

## NOTICE REQUESTING PROPOSALS

**Project:** 2019: Wide Area Network Digital Transmission Services

**District:** Savanna School District

**Bid Deadline:** Thursday, December 12, 2019 at 1:00p.m.

**Place of Proposals Receipt:** District Office: 1330 S. Knott Ave, Anaheim CA 92804

Public notice is hereby given that the Savanna School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated deadline, proposals at the place identified above for the award of a contract for the above Project. Proposal may be submitted via email to [briana.schnitzer@savsd.org](mailto:briana.schnitzer@savsd.org). However, they must be submitted by the same time/date listed above and signed.

Copies of the Request for Proposals may be obtained on or after October 31, 2019, from the District website at: [www.savsd.org](http://www.savsd.org), USAC E-RATE Productivity Center (EPC) at: <https://portal.usac.org/suite/>, or by requesting it from Briana Schnitzer, email noted above.

Each proposal must strictly conform with and be responsive to this notice, and other contract documents. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding. Any proposals received after the specified date and time will be returned unopened and deemed unresponsive. No bidder may withdraw a proposal for a period of sixty (60) calendar days after the opening of the proposals. Per Public Contract Code Section 20118.2, all proposers must honor their proposals, as submitted, after the date proposals are opened by the District.

If the Vendor chooses to offer alternative services than described in this proposal, they must describe, in detail, how their proposed services will satisfy the requirements.

Advertisement: Anaheim Bulletin: October 31<sup>st</sup> and November 7<sup>th</sup>, 2019

## **A. 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. **A signed copy of these conditions must be included in the submitted proposal.**

### **1) E-Rate Contingency**

The project herein may be 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://apps.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 must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. 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, 2020.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC  
<https://www.usac.org/sl/applicants/step06/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: <https://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 <https://www.usac.org/sl/applicants/step01/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 – Category 1 Services**

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 2020 funding year (July 1, 2020). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on


July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

### **Early Funding Conditions**

#### **Category 1**

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

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

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

The complete text can be found at the following URL:

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

#### **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, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

#### **6) FCC/SLD Auditability**

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

and the right to examine any of said materials within a reasonable period of time during said period.

**7) Procurement Of Additional Goods And/Or Services/Coterminous Expiration**

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

I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_

## **B. 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 digital transmission services should 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.

## **C. PROJECT BACKGROUND**

Savanna School District “The DISTRICT” (SSD) has an on-going strategic plan which includes digital transmission services, connectivity, and support. SSD’s technology infrastructure consists of a local area network installed at each campus with a wide area network connecting the campuses together.

## **D. PROJECT GOALS**

The DISTRICT (SSD) is seeking telecommunication providers that are able to meet its digital transmission needs. The present system utilizes various levels and types of services at multiple locations.

- 1) 1GBps fiber optic (Ethernet capable) connectivity from the District Office (1330 S. Knott Ave., Anaheim CA 92804) to each of the following 4 school sites with scalability up to 10GBps:
  - a) Cerritos Elementary: 3731 Cerritos Ave., Anaheim CA 92804
  - b) Hansen Elementary: 1300 S. Knott Ave., Anaheim CA 92804
  - c) Holder Elementary: 9550 Holder St., Buena Park, CA 90620
  - d) Reid Elementary: 720 S. Western Ave., Anaheim CA 92804

- 2) The District Office is to serve as the central point for the network.
- 3) The District Office will be connected in similar fashion to the Orange County Department of Education (200 Kalmus Drive, Costa Mesa, CA 92626) at a speed of at least 1GB with scalability up to 10GBps.
- 4) Each school site location must have an individual pricing breakdown for scalability of services **1Gbps, 2Gbps, 5Gbps and 10Gbps for each contract term listed below**. Plus, please include any one-time installation costs amortized over the life of the contract and included in the monthly cost.
- 5) The Service Provider will hand-off a minimum concurrent 1GBps connection between each school site and the District Office, including at a minimum switched layer 2 Ethernet service acting as a transparent LAN for connection between the District office and each remote site listed above utilizing TCP/IP protocols and full duplex operation (bi-directional connection). The Service Provide will supply the District with the appropriate hardware that will connect directly into District-provided Cisco routers.
- 6) All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to SSD. All vendor equipment installed shall be under repair maintenance at no cost to SSD for the life of the contract agreement.
- 7) 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.
- 8) The contract will be up to a 5-year term.

**E. QUALIFICATIONS**

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

Question	Yes/No
<p><b>1.</b> The vendor must be able to provide an uptime guarantee of 99.9% shall be provided on a 24x7 basis average over each seven-day period. Uptime is defined as full usage of the service and at full capacity as stated herein, with the exception of scheduled maintenance. Uptime does not include the operation of the network on a diminished service level on any or all links due to errors, packet loss, or any other factors causing the network to operate in a substandard manner. Any network condition other than uptime is considered a Network Failure.</p>	
<p>Please elaborate:</p>	



<p><b>2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?</b></p>	
<p>Please elaborate:</p>	
<p><b>3. The circuits shall be capable of carrying multiple data services such as computer networks, voice over ip, digital video, vlan tags, etc. The provider must also own their own network?</b></p>	
<p>Please elaborate:</p>	
<p><b>4. Is your company able to provide, at no additional charge, immediate notification to SSD network department representative of any and all telecommunication service outages or anomalies which affect the use of the facilities, circuits, or network within SSD?</b></p>	
<p>Please elaborate:</p>	
<p><b>5. Please provide the process for SSD to report any problems with the facilities, circuits, network or telecommunication services including the minimum response time.</b></p>	
<p>Please elaborate:</p>	
<p><b>6. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.</b></p>	
<p>Please elaborate:</p>	

<p><b>7.</b> Your company will provide a non-performance policy with SSD which provides SSD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within SSD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.</p>	
<p>Please elaborate:</p>	
<p><b>8.</b> 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?</p>	
<p>Please elaborate:</p>	
<p><b>9.</b> Does your company agree that SSD 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?</p>	
<p>Please elaborate:</p>	

**F. TRANSITION PLAN**

As the cut-over date for any new carrier is July 1, 2020, SSD 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 SSD transition team. The transition plan is to outline the expectations the supplier team would have of SSD and the information or task SSD is to provide the supplier and the date any information or task would be required.

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

## G. INFORMATION REQUESTED

### 1) Proposed solution pricing:

- a. 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 the in the Data Center at the District Office shall be determined by SSD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.
- b. Please include pricing to multi-year terms: **12-month, 24-month, 36-month, 48-month, and 60-month.**
- c. MRC for initial contract month term as well as MRC starting with contract renewal term.
- d. Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- e. Support agreements including response times.
- f. Insurance-Claim/Litigation History: Provide the amounts of current insurance in force your firm has for Professional Liability, Personal Liability, and Workman's Compensation. Also provide the amount of Professional Liability insurance that you require your consultants to carry.

List all of the occasions that your firm has been a party to any claims, litigation, including arbitration, concerning a school project in the State of California during the past five (5) years and explain the circumstances including resolution of the claims made both by and against your firm.

## H. Instructions to Vendors

- 1) General Information: All responses shall conform to instructions provided in this Request for Proposal (RFP) document.
- 2) Installation Timeline: No billing can take place prior to July 1, 2020 though start up work can begin as early as January 1, 2020 in order to meet this deadline and maintain compliance with the E-Rate Program rules.

- 3) Deadline for RFP Submittal: Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements
- 4) Award of Contract: The DISTRICT will review submittals for design, qualifications and demonstrated competence in providing like services as well as completeness, adherence to directions and format requirements, brevity, and clarity of content. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible firm whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value. Although E-rate eligible cost is a significant weighted factor, the District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated. Responsiveness/responsibility of the Contractor will be determined by an evaluation that the firm is:
- a. Qualified by experience to be a competent agency for services as put forth in this RFP and meet the requirements of the District; and
  - b. Financially responsible to complete the project as proposed.
  - c. Evaluation Criteria:

CRITERIA	EVALUATION WEIGHT FACTORS
Proposal Price and Fee Schedule, E-rate Eligible Costs are worth 30% and Ineligible Costs are worth 10%	40%
Qualifications	10%
Understanding and Ability to Service District Needs, Long Term Goals, and Short Term July 1, 2020 Cutover Criteria	20%
Satisfaction of Previous Clients, including any experience with Savanna School District	10%
Respondent's Experience with E-rate Projects and with Proposed Technical Solution	10%
Completeness and Responsiveness of District's RFP Requirements	10%
<b>Total</b>	<b>100%</b>

- 5) 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.

- 6) 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.
- 7) Request for Proposal Submission Requirements: All responses to this RFP should be submitted no later than December 12, 2019 at 1:00p.m. and clearly marked "2019 Wide Area Network Digital Transmissions Services, RFP #40-18/2019-20" delivered to the Savanna School District at 1330 S. Knott Ave., Anaheim, CA 92804 or emailed to Briana Schnitzer at [briana.schnitzer@savsd.org](mailto:briana.schnitzer@savsd.org).
- 8) Inquiries: All other inquiries should be submitted in writing via email to: Briana Schnitzer ([briana.schnitzer@savsd.org](mailto:briana.schnitzer@savsd.org)). The deadline for final questions is November 14, 2019 by 1:00 p.m. Any questions submitted requiring a response be provided to all bidders will be provided on the District website and USAC portal.
- 9) Submissions: All submissions meeting the deadline requirement is the property of SSD 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.
- 10) Proposal: The content and sequence of the proposal will be as follows:
  - a) Cover Letter/Letter of Interest
  - b) Table of Contents
  - c) Vendor Company Data
  - d) Experience and Client References
  - e) Qualifications
  - f) Technical Capabilities
  - g) Cost Proposal
  - h) Transition Plan
  - i) E-rate supplemental Terms and Conditions
- 11) 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.
- 12) Within one (1) week of award, the awarded Service Provider will provide the District with a bill of materials suitable for the FCC Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

END OF RFP