



2019-2020

CHINO VALLEY UNIFIED SCHOOL DISTRICT

Request for Proposal

No 19-20-25

E-Rate FY23 (2020-2021)

Data Networking Services District Wide

RFP Release Date: November 7, 2019

Last Day for Questions: December 3, 2019

District Responses Available: December 5, 2019

Proposals Due: December 12, 2019

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CHINO VALLEY UNIFIED SCHOOL DISTRICT
NOTICE OF REQUEST FOR PROPOSALS
RFP# 19-20-25
DATA NETWORKING SERVICES - DISTRICT WIDE
E-Rate FY 23 (2020-2021)

Chino Valley Unified School District, (District or CVUSD) is seeking to contract with a Company or Companies (hereinafter Proposer) to provide Data Networking Services – District Wide to the District, as described in the Scope of Work, Pricing section of this RFP.

Any company submitting a proposal must be able to provide evidence that said company and its personnel has the expertise and experience in performing the responsibilities this proposal seeks.

Proposals **must be received by 3:00 PM on December 12, 2019**, at the Chino Valley Unified School District, 5130 Riverside Drive, Chino, CA 91710. Attention: Anna G Hamilton, Director of Purchasing.

Proposals must be submitted in a sealed envelope clearly marked **“RFP# 19-20-25, Data Networking Services – District Wide, E-Rate FY23”**. **Along with a digital copy (i.e. CD or Flash Drive)**. No electronic (email) or facsimile (fax) proposals will be considered. Proposals received after the specified date and time will not be accepted and will be returned unopened. Proposals will not be opened publicly.

All responsive proposals will be reviewed and evaluated by the District in order to determine which proposer(s) best meets the District’s needs for this project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the District shall evaluate proposals are set forth in the RFP.

The District reserves the right to accept or reject any and all proposals, to negotiate with any or all responsible submitters, and to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the District.

Any inquiries regarding this RFP should be addressed in writing to Anna G Hamilton, Director of Purchasing, at anna_hamilton@chino.k12.ca.us .

All addenda, questions and answers will be posted to the district’s website at <https://www.chino.k12.ca.us/Page/24128> in addition to the E-rate EPC website at <https://portal.usac.org/suite/>

Please “Follow” the Form 470 to receive all EPC updates pertaining to the Form 470.

Anna G Hamilton
Director of Purchasing

INTRODUCTION

The Chino Valley Unified School District in San Bernardino County has an enrollment of approximately 29,000 students, grades TK-12. The District consists of twenty elementary schools, two K-8 schools, five junior high schools, five high schools, and three alternative schools. For additional information please visit our website at: Chino.k12.ca.us

The purpose of this Request for Proposal is to provide the Chino Valley Unified School District with a qualified data service provider who can meet the current DATA NETWORKING SERVICE needs of the District in the most cost-effective manner.

INSTRUCTIONS TO PROPOSERS

Acceptance Period. Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

Addenda/Addendum/Amendment Acknowledgment. Each proposal shall include specific acknowledgement in the space provided in the Official Proposal Form of receipt of all addenda issued during the solicitation period. Any amendments or clarifications will be posted on the EPC website at USAC as well as on the E-Rate section on District's website (same section where this RFP is posted).

Authorized Signature. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the District, any agent submitting a proposal on behalf of a Proposer must provide a current power of attorney certifying the agent's authority to bind the Proposer.

Award of Proposal. Award of proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company. The successful bidders agree to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD"). District and successful Proposers will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements. It is understood that the District is liable for any charges incurred that are not funded by E-Rate. It is also understood that the District will manage its own obligations under the E-Rate program. Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

Awards will be made to Proposers offering the most advantageous proposals after consideration of all evaluation criteria set forth in this section.

Award Rights. The District reserves the right to award one or more sections of this RFP to one or more Proposers. Proposers have the right to apply to one or more sections.

Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District, in the form set forth in the Contract

Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

Electronic Equipment. All equipment and material must be new. Used, refurbished or repurposed equipment or material shall not be acceptable.

Cancellation of Solicitation. The District may cancel this RFP at any time.

Compliance with Laws. Services must be fully compliant with all applicable requirements as specified in the RFP contract, including all District and San Bernardino County policies, regulations, and permits and all State and Federal laws.

Contract Award. A contract with the selected Proposer(s) and the District will be executed by both parties once it is awarded by the Board of Trustees. If Agreement on the terms and conditions that are acceptable to the District cannot be achieved by that time frame, the District reserves the right to continue negotiations or to award the proposal to another Proposer and begin negotiations with that vendor. The District may award to more than one service provider due to the pricing table providing different bandwidths to the District.

Contract Terms and Conditions. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, all forms, exhibits and addenda (if any). The services requested will be provided under terms and conditions set forth in the District's Standard Agreement. If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language with a narrative explanation of each proposed change. Although the District will consider alternate language proposed, the District will not be bound by Agreement language received as part of the response. Once the Contractor has received a notice to proceed not earlier than July 1, 2020, the Contractor shall complete all work for the Project by June 30, 2021, or as extended by the District in writing and as authorized by SLD.

Cost of Preparing Proposal. All costs incurred in the preparation of the proposal will be the responsibility of the Proposer and will not be reimbursed by the District.

Documents to be returned with proposal. The documents that must be returned by the submittal deadline are listed below:

- a. E-rate Certification
- b. References (minimum of 3)
- c. Designation of Subcontractors (*if applicable*)
- d. Official Proposal Form
- e. Scope of Work & Pricing
- f. Bid Bond
- g. Workers' Compensation Certification (*if applicable*)
- h. Non-collusion Declaration

- i. Contractor’s Certification Regarding Background Checks (*if required*)
- j. E-rate Service Provider Information
 - i. Service Provider Identification Number
 - ii. FCC Green Light Status, FCC Registration Number (FRN)
- k. Submit proof of Technical Qualifications – Certifications (if applicable)
- l. E-Rate Supplemental Terms and Conditions
- m. Proposers may respond to both Section A and B or either Section A or Section B

Discrepancies. Chino Valley Unified School District is required to post both this RFP and Form 470 on the USAC EPC Portal site <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>. Questions and responses will be posted in all locations. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located at <https://www.chino.k12.ca.us/Page/24128>.

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, will make, file or be interested in more than one proposal for the same work unless alternate proposals are called for.

Evaluation Factors for Award. Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost and management requirements.

Evaluations of offers will be based upon the Proposer’s responsiveness to the RFP and the total price quoted for all the items covered by the RFP.

The following elements will be the primary consideration in evaluating all submitted proposals and in the selection of a Proposer:

- a. 35% - Price of ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), etc.
- b. 25% - The extent to which the Proposer’s solution fulfills CVUSD’s stated requirements as set out in this RFP.
- c. 15% - Proposer’s experience, CVUSD’s prior experience with Proposer (if any), overall installation and integration capabilities based upon performance record and availability of sufficient, high-quality personnel with the required skills and experience for the specific approach.
- d. 10% - Past experience with CVUSD
- e. 5% - Proposal preparation, thoroughness and responsiveness to this request for proposal.
- f. 10% - Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope.

The evaluation committee may contact any Proposer to clarify any response, contact any current users of the Proposer’s services, solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions and/or interviews may, at the District's sole option, be conducted with Proposers to permit further evaluation and to allow the District to inquire further into the Proposer's experience on similar projects and other relevant inquiries. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.

Until a contract resulting from the RFP is executed, no employee, agent or representative of any Proposer shall make available or discuss its proposal with any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District unless specifically allowed to do so in the RFP or in writing by the District for the purpose of clarification and evaluation.

A notification of intent to award will be sent to the selected Proposer(s). Award is contingent upon the successful negotiations of final contract terms.

Please note that the District, at its sole discretion, reserves the right at any time during the process to reject any and all proposals that are not in the best interest of the District.

Items & Services. The District reserves the right to purchase items and services over and above the quantities specified in this RFP. At the same time if the District does not receive funding or is awarded limited funding from the Schools and Library Division, the District at its option, may purchase part or all of the items and services agreed to as per executed contract.

Interpretation of Contract Documents. If any person is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the District a written request for an interpretation or correction thereof. The requesting party is responsible for prompt delivery of any requests. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy will be provided promptly to all parties recorded as having received contract documents.

Invoicing. The Proposers must submit detailed invoices for services rendered. All invoices will be paid in arrears within 30 days from the date of receipt, or when billing discrepancies have been resolved.

Modifications or Withdrawals. Proposers' authorized representatives may withdraw proposal only by written request received by the Purchasing Department before the proposal submittal deadline. Proposers may not amend proposals after the closing date and time, unless as a result of negotiations commenced by the District.

Proposal Content. Proposers must describe in detail how they will meet the requirements of this RFP and may provide additional related information in his submittal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Scope of Work & Pricing.

Proposal Copies, Quality and Submittal.

- a) **Copies;** One original proposal and two (2) copies must be submitted on or before **December 12, 2019 at 3:00 p.m.** Proposers must submit one (1) original proposal marked "**Master**" and one (1) identical copy. Include in submittal, one PDF version digital copy of entire proposal through a USB device.

- b) **Delivery:** Sealed envelopes containing the original and the copies should be marked “**RFP# 19-20-25, DATA NETWORKING SERVICES - DISTRICT WIDE, E-RATE FY23**” and mailed to: Anna g Hamilton, Chino Valley Unified School District, 5130 Riverside Drive, Bldg 6, Chino, CA 91710.
- c) **Quality of Proposal:** Unnecessarily elaborate or glossy proposals are neither expected nor desired. Emphasis should be placed on conformity to the instructions, requirements of this RFP, and completeness and clarity of content.
- d) **Signature:** Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work.
- e) Facsimile or e-mail submissions will NOT be accepted. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. The proposal must be completed and delivered in sufficient time to avoid disqualification. **LATE PROPOSALS WILL BE RETURNED UNOPENED.**

Proprietary Information. If a proposer does not desire certain proprietary information in their response disclosed, the Proposer is required to identify all proprietary information in the response and label part(s) “CONFIDENTIAL.” If the Proposer fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award.

Protests. A Proposer may protest the award of this RFP if he believes that award was inconsistent with the RFP’s specifications; requested information or was not in compliance with the law.

- a. **Filing of Protest:** A protest must be filed, in writing, with the Superintendent or designee within five (5) business days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer’s failure to timely file a protest shall constitute a waiver of his rights to protest the award of the contract.
- b. **Rendering a Decision:** The Superintendent or designee shall review the documents submitted with the Proposer’s claim and render a decision, in writing, within thirty (30) business days of receipt of protest. The Superintendent or designee also may convene a meeting with the Proposer in order to attempt to resolve the problem.
- c. **Appeal:** The Proposer may appeal the Superintendents or designee’s decision to the Board of Trustees. The Superintendent or designee shall provide reasonable notice to the Proposer of the time for Board’s consideration of the contract award. The Board’s decision shall be final.

Questions. Questions, explanation or interpretation of the solicitation must be submitted in writing by **December 3, 2019 at 3:00 p.m.** Any information given a prospective Proposer will be furnished BY December 5, 2019 as an amendment to the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers. Inquiries regarding this solicitation should be directed to:

Anna G Hamilton
Director Purchasing
Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710
909.628.1202 x 1220

Anna_hamilton@chino.k12.ca.us

Equivalency Language. For convenience in designation on the plans or in the scope or work, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal".

Schools & Libraries Division (SLD) Requirements. Prospective Proposers are 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.

Service Provider Identification No. (SPIN) & FCC Green Light Status. Proposers will be required to provide a valid SPIN No. For more information on obtaining a SPIN No., refer to website below:

<http://www.usac.org/sl/service-providers/step01/default.aspx>

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

Taxes. Current sales tax for San Bernardino County is 7.75%. Taxes must be included in the proposal prices. However, taxes and surcharges for WAN and ISP may vary. Please include a breakdown in the pricing table.

Timeline Schedule. For your information, the following is the District’s timeline:

DATE	ACTION
11/7/2019	RFP Released
11/7/2019	First Advertisement
11/14/2019	Second Advertisement
12/3/2019	Last day for Questions from Proposers
12/5/2019	Final day of responses from District
12/12/2019	RFP Due Date
1/16/2020	Board of Trustees Awards/Rejects
1/17/2020	Notice of Award

TERMS AND CONDITIONS

Attorney Fees. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Authority of the District. Subject to the power and authority of the District as provided by law in this contract, the DISTRICT will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

Cancellation of Contract. *Without cause*, the District may cancel this contract at any time with fifteen (15) calendar day written notice. *With cause*, the District may cancel this contract at any time with fourteen (14) days written notice to the awarded Proposers. Cancellation for cause will be at the discretion of the District and shall be, but is not limited to, failure to supply the services specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposers may not cancel this contract without prior written consent of the District.

Contract Incorporation. The contract embodies the entire contract between the District and the awarded Proposers. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposers' successful submittals, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

Drug-Free Workplace Act. The District and all District projects are "tobacco" and "drug free" workplaces and, as such, require that all persons on District Property be subject to the requirements mandated by California Government Code section 8350, et seq. when on Project site.

Equal Opportunity Employment. Proposers represent that they are equal opportunity employers and they shall not discriminate against subcontractors, employees or applicants for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Proposers shall also comply with all relevant provisions of the Minority Business Enterprise Program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Force Majeure. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the awarded Proposers, the awarded Proposers must notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy; acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

Non-Appropriation of Funds. Any contract resulting from this RFP is subject to appropriation of fund for each fiscal year of services listed herein. The district fully reserves the right to cancel Agreement due to non-availability or non-appropriation of sufficient funds. The District shall notify the awarded

Proposers of its intention to terminate by forwarding a written notice of termination. The District shall take all reasonable actions and make all reasonable efforts to obtain appropriation of funds.

Non-Collusion Form. Proposers are required to submit a Non-Collusion Form with their proposals.

Proposal Fee. The District at any time may require the Proposers to further itemize and detail components of any or all proposal fees. All items presented by the successful Proposers in their proposals shall be subject to negotiations between the District and the Proposers.

Severability. If any provision (or portion of any provision) of this contract is held invalid, illegal or unenforceable, it shall be severed from the contract and the remaining provisions shall be valid and enforceable.

Sell or Assign. The successful Proposers shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

Subcontractors Information. If the proposals include the use of subcontractors, Proposers must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

Contract Term. The District's intent is to award an initial three (3) year contract; with two (2) optional annual renewal terms; however, please include fully burdened price proposals on an annual basis for a potential maximum contract of five (5) years. Three (3), and five (5) year proposals are encouraged.

Pricing is to remain firm for the first three (3) years. Written requests for price increases, if approved in writing by the District, for subsequent contract renewal years, will not exceed the percentage change listed in the Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario, CA area for the calendar year ending on December 31st preceding the renewal year. The awarded contractor is responsible for requesting all price increases in writing thirty (30) business days prior to expiration of contract. Price increases shall not be automatically made. If the District determines a price decrease may be applicable as a result of industry trends, thirty (30) business days prior to expiration of contract, the District will contact awarded contractor in writing to request a price decrease negotiation meeting.

By submitting qualifications and a proposal, the awarded contractor agrees that it is willing to provide such contract extensions under these terms if requested by the District, at the District's sole discretion.

Future contracts and/or renewals will be at the sole discretion of the District. Refer to Articles entitled "Background", "Term and Extensions", and "Qualifications and Proposal Components" for additional information.

Terms of the Offer. The District reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded proposal, and all modifications and clarifications that are submitted at the request of the District during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposal, and the awarded proposal itself. Specific exceptions to this general rule may be noted in the final executed contract.

Workers Compensation Insurance. Successful Proposers represent that they have secured the payment of Workers' Compensation Insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide said insurance.

SPECIFICATIONS
DATA NETWORKING SERVICES – DISTRICT WIDE
RFP # 19-20-25 – ERATE FY23

General Information

The Chino Valley Unified School District (CVUSD) is seeking proposals to enter into E-Rate service contract(s) awarded in response to submitted proposal. The District's primary objective is to secure maximum bandwidth at a minimal cost. The District will consider award of multi-year contracts and/or contracts featuring voluntary extensions.

The Service Provider shall specify any and all personnel, materials, equipment, cabling, machinery, fuel, tools, labor, parts, and supplies, set-up, designs, management, engineering, time, travel, applicable fees, taxes and surcharges and any other expenses or work needed to provide the products or services in accordance with these RFP documents.

Data Networking Service Needs

Services sought are for DATA NETWORKING SERVICES to schools, administrative facilities, non-instructional facilities, and to the Internet through Chaffey Joint Union High School Districts K12HSN (K12 High Speed Network) for the specific services noted on price proposal sheet. The District currently has 35 lines: 5 Gbps Metro Ethernet lines, and (4) 10 Gbps x 10 Gbps Metro Ethernet line. All lines provide DATA NETWORKING SERVICES to 35 schools and offices and seven administrative support work locations (in Chino, Chino Hills, and South Ontario) and to Chaffey JUHSD (Ontario). Physical addresses are listed in Attachment A. Determination of initial number of data lines is open for negotiation depending on response to question #8 on the "Service Provider Qualifications" sheet on page 17 of the RFP document.

TRANSITION PLAN

As the cut-over date for any new carrier is July 1, 2020, CVUSD 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 CVUSD transition team. The transition plan is to outline the expectations the supplier team would have of CVUSD and the information or task CVUSD is to provide the supplier and the date any information or task would be required. In the event the new carrier defaults in meeting their transition plan. The present carrier will remain in service on a month to month term, until the new carrier is functional.

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

SERVICE PROVIDER QUALIFICATIONS

The primary objective is to select a Service Provider with a product strategy and product enhancement delivery/implementation history that will meet the District's needs (both for current use and future additional functionality) throughout the live of the product/services. The District is seeking the connections speed of 5 Gbps or greater from the individual sites, with a target of 10 Gbps minimum at the eight larger sites (four comprehensive high schools, two large junior high schools, and two K-8 schools). The speed for the District's aggregated connection to the Chaffey JUHSD node should be 10 Gbps or greater.

It is of the utmost importance that the conversion to a new data Service Provider be accomplished in the most efficient, least disruptive, and timely manner. Preferably, maintenance must be conducted outside of the District's peak hours of 6:00 a.m. to 7:00 p.m.

All CVUSD sites require uplink through fiber to the Service Provider's equipment with the appropriate SFP connector to accommodate the required bandwidth.

The connections must be monitored 24x7x365 with notification of fault and degradation of services sent to the District electronically. The District also seeks the ability to monitor its real-time and historic bandwidth utilization on a provider's portal.

Provider must notify District in any instance that provider intends to limit or throttle the capacity of the circuit at any time, for any reason.

The Service Provider must allow for growth, including but not limited to increased services and/or the addition of locations as deemed necessary by the District. The Service Provider must also allow, without early termination charges or penalties, for the removal of sites due to closures or reorganization within the District. In addition, in the event of a month to month term Service Provider must allow the option to cancel any time throughout the E-Rate funding year. District may at any time, at its sole discretion add, change, or delete any of the eligible sites.

ADDITIONAL CUSTOMER REQUIREMENTS

- All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to CVUSD. All vendor equipment installed shall be under repair maintenance at no cost to CVUSD for the life of the contract agreement.

- District would like to see options proposed for a network structure with all circuits connecting directly to the existing Internet Provider located at San Bernardino County Superintendent of Schools (4x10 GBs) and Chaffey Joint Union High School District (4x10 GBs)

INFORMATION REQUESTED

- Proposed solution pricing
- Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the monthly recurring cost. 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 5130 Riverside Drive, Chino, CA 91730 shall be determined by CVUSD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.
- Monthly recurring cost for initial contract month term as well as monthly recurring cost 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.

ATTACHMENT 'A'
SITE LISTING FOR EXISTING DATA SERVICE DISTRICT WIDE

School Site		Gbps	Address	City	Zip Code
<u>ELEMENTARY</u>					
Anna Borba	Spoke	5	4980 Riverside Drive	Chino	91710
Butterfield Ranch	Spoke	5	6350 Mystic Canyon	Chino Hills	91709
Howard Cattle	Spoke	5	13590 Cypress Avenue	Chino	91710
Chaparral	Spoke	5	4849 Bird Farm Road	Chino Hills	91709
Alicia Cortez	Spoke	5	12750 Carissa Ave	Chino	91710
Country Springs	Spoke	5	14145 Village Center Dr	Chino Hills	91709
Levi Dickey	Spoke	5	2840 Parco Dr	Ontario	91761
Dickson	Spoke	5	3930 Pamela Dr	Chino	91710
Eagle Canyon	Spoke	5	13435 Eagle Canyon Dr	Chino Hills	91709
Glenmeade	Spoke	5	15000 Whirlaway Ln	Chino Hills	91709
Hidden Trails	Spoke	5	2250 Ridgeview Dr	Chino Hills	91709
Liberty	Spoke	10	DMARC: 2730 S Bon View Ave	Ontario	91761
Gerald Litel	Spoke	5	3425 Eucalyptus Ave	Chino Hills	91709
EJ Marshall	Spoke	5	12045 Telephone Ave	Chino	91710
Newman	Spoke	5	4150 Walnut Ave	Chino	91710
Oak Ridge	Spoke	5	15452 Valle Vista Dr.	Chino Hills	91709
Edwin Rhodes	Spoke	5	6655 Schaffer Ave	Chino	91710
Rolling Ridge	Spoke	5	13677 Calle San Marcos	Chino Hills	91709
Walnut	Spoke	5	5550 Walnut Ave	Chino	91710
Michael Wickman	Spoke	5	16250 Pinehurst Dr.	Chino Hills	91709
<u>K-8</u>					
Lyle Briggs	Spoke	10	11880 Roswell Ave.	Chino	91710
Cal Aero Preserve Academy	Spoke	10	15850 Main St.	Chino	91708
<u>JUNIOR HIGH</u>					
Canyon Hills	Spoke	10	2500 Madrugada	Chino Hills	91709
Magnolia	Spoke	10	13150 Mountain Ave	Chino	91710
Ramona	Spoke	10	4575 Walnut Ave	Chino	91710
Robert Townsend	Spoke	10	15359 Ilex Dr.	Chino Hills	91709
Woodcrest			2725 S. Campus Dr.	Ontario	91761
<u>HIGH SCHOOL</u>					
Ruben Ayala	Spoke	10	14255 Peyton Dr.	Chino Hills	91709
Boys Republic	Spoke	5	3493 Grand Ave.	Chino Hills	91709
Buena Vista Continuation	Spoke	10	DMARC: 4525 Danito Court	Chino	91710
Chino	Spoke	10	5472 Park Place	Chino	91710
Chino Hills	Spoke	10	16150 Pomona Rincon Rd.	Chino Hills	91709

Don Lugo		10	13400 Pipeline Ave	Chino	91710
<u>ALTERNATIVE SCHOOLS</u>					
Adult School	Spoke	10	12970 Third St	Chino	91710
Alternative Ed Center	Spoke	10	15650 Pipeline Ave	Chino Hills	91709
District to Chaffey JUHSD	Spoke	10	211 W. Fifth Street	Ontario	91762
District Office	AGGREGATE BANDWIDTH HUBSITE	10	5130 Riverside Drive	Chino	91710

SERVICE PROVIDER QUALIFICATIONS
RFP 19-20-25
DATA NETWORKING SERVICES DISTRICT WIDE

Please provide responses to the following question in sufficient detail to provide a comprehensive representation of your company and its services.

SERVICE PROVIDER NAME:	
	YES / NO
1. Is the Service provider able to guarantee reliable network availability at least 99.5% of the time in a calendar month, 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 the Service Provider monitor all data services 24 hours per day, seven days per week, and 365 days per year?	
Please elaborate:	
3. Is the Service Provider able to provide, at no additional charge, immediate notification to a CVUSD representative of any data service outages, anomalies and/or throttling which might affect the ability of CVUSD to use the services?	
Please elaborate:	
4. Please provide the process by which CVUSD would report any problems with the facilities, circuits, network, or other elements of the data services, including Service Provider minimum and maximum response times.	
Please elaborate	
5. Please provide details regarding the Service Provider’s service center, including, but not limited to, staffing experience and physical location and the ability of staff to provide priority/escalation services in urgent situations.	
Please elaborate:	
6. Does the Service Provider agree to CVUSD decreasing services, without early termination charges or penalties, due to school closures or reorganization with the District without affecting the reason of the contract?	
Please elaborate:	

SERVICE PROVIDER NAME:	
7. Does the Service Provider agree to CVUSD increasing services due to growth, including but not limited to increases in services and/or the addition of locations, within the constraints of the existing contract without the need to rebid the services or sign new contracts along with the new services running coterminous, or ending at the same time as the initial contract?	
Please elaborate	
8. Please prove the process (and costs associated) by which data networking services could split the current two-school connection at one site to a single data networking connection to both sites (2 lines), including a clear breakout of recurring and non-recurring charges.	
Please elaborate:	
9. Does the Service Provider 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	
:	
10. Does the service Provider participate in the E-Rate and California Teleconnect Fund program?	
Please elaborate:	

**SERVICE PROVIDER PRICING PROPOSAL
RFP 19-20-25
DATA NETWORKING SERVICES DISTRICT WIDE**

SERVICE PROVIDER'S NAME									Pricing Page 1 of 3
CURRENT DATA LINES ARE METRO ETHERNET DATA LINE ON FIBER (OR FUNCTIONAL EQUIVLANT)		Recurring Charge (RC)	Non-Recurring Charge (NRC)	Voluntary Extensions (Please check allowable extensions on a 3-year contract)			Recurring Charge (RC)	Non-Recurring Charge (NRC)	Additional Notes
DESCRIPTION	CURRENT QTY	3-YEAR TERM Monthly Billed Rate (Excludes Taxes/Surcharge/Usage/NRC)	3-YEAR TERM i.e. Installation Activation Charges	None	1 add'l year	2 add'l years	5-YEAR TERM Monthly Billed Rate (Excludes Taxes/Surcharge/usage/NRC)	5-YEAR TERM i.e. Installation Activation Charges	
5 Gbps	16								
10 Gbps	19								
ESTIMATED TAX, SURCHARGES & FEES & ADDITIONAL SERVICE/INFO (% OKAY):									
<p>Additional considerations: Additional description of all services that might be anticipated along with associated costs to switch from our present supplier, including but not limited to: the above month charges along with associated tax and surcharge fees, special construction, installation and activation charges, modulating electronics and other necessary equipment to make the broadband service functional. In addition, please quote for a month to month term which can be cancelled any time throughout the E-Rate funding year. District may at any time, at its sole discretion add, change, or delete any of the eligible sites.</p> <hr/>									

**SERVICE PROVIDER PRICING PROPOSAL
RFP 19-20-25
DATA NETWORKING SERVICES DISTRICT WIDE**

SERVICE PROVIDER'S NAME									Pricing Page 2 of 3
CURRENT DATA LINES ARE METRO ETHERNET DATA LINE ON FIBER (OR FUNCTIONAL EQUIVLANT)		Recurring Charge (RC)	Non-Recurring Charge (NRC)	Voluntary Extensions (Please check allowable extensions on a 3-year contract)			Recurring Charge (RC)	Non-Recurring Charge (NRC)	Additional Notes
DESCRIPTION	CURRENT QTY	3-YEAR TERM Monthly Billed Rate (Excludes Taxes/Surcharge/Usage/NRC)	3-YEAR TERM i.e. Installation Activation Charges	None	1 add'l year	2 add'l years	5-YEAR TERM Monthly Billed Rate (Excludes Taxes/Surcharge/usage/NRC)	5-YEAR TERM i.e. Installation Activation Charges	
10 Gbps	16								
15 Gbps	19								
ESTIMATED TAX, SURCHARGES & FEES & ADDITIONAL SERVICE/INFO (% OKAY):									
<p>Additional considerations: Additional description of all services that might be anticipated along with associated costs to switch from our present supplier, including but not limited to: the above month charges along with associated tax and surcharge fees, special construction, installation and activation charges, modulating electronics and other necessary equipment to make the broadband service functional. In addition, please quote for a month to month term which can be cancelled any time throughout the E-Rate funding year. District may at any time, at its sole discretion add, change, or delete any of the eligible sites.</p> <hr/>									

**SERVICE PROVIDER PRICING PROPOSAL
RFP 19-20-25
DATA NETWORKING SERVICES DISTRICT WIDE**

SERVICE PROVIDER'S NAME									Pricing Page 3 of 3
CURRENT DATA LINES ARE METRO ETHERNET DATA LINE ON FIBER (OR FUNCTIONAL EQUIVLANT)		Recurring Charge (RC)	Non-Recurring Charge (NRC)	Voluntary Extensions (Please check allowable extensions on a 3-year contract)			Recurring Charge (RC)	Non-Recurring Charge (NRC)	Additional Notes
DESCRIPTION	CURRENT QTY	3-YEAR TERM Monthly Billed Rate (Excludes Taxes/Surcharge/Usage/NRC)	3-YEAR TERM i.e. Installation Activation Charges	None	1 add'l year	2 add'l years	5-YEAR TERM Monthly Billed Rate (Excludes Taxes/Surcharge/usage/NRC)	5-YEAR TERM i.e. Installation Activation Charges	
15 Gbps	16								
20 Gbps	19								
ESTIMATED TAX, SURCHARGES & FEES & ADDITIONAL SERVICE/INFO (% OKAY):									
<p>Additional considerations: Additional description of all services that might be anticipated along with associated costs to switch from our present supplier, including but not limited to: the above month charges along with associated tax and surcharge fees, special construction, installation and activation charges, modulating electronics and other necessary equipment to make the broadband service functional. In addition, please quote for a month to month term which can be cancelled any time throughout the E-Rate funding year. District may at any time, at its sole discretion add, change, or delete any of the eligible sites.</p> <hr/>									

OFFICIAL PROPOSAL FORM
RFP #19-20-25
DATA NETWORKING SERVICES - DISTRICT WIDE
E-Rate FY 23 (2020-2021)

To: Chino Valley Unified School District

From: _____
Name of Proposer

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully studied the proposed scope of work and he proposes and agrees if this Proposal is accepted that he will supply and service Chino Valley Unified School District with said project in the manner therein prescribed in the RFP document.

It is understood that the DISTRICT reserves the right to reject this Proposal and that this Proposal shall remain open and cannot be withdrawn for the period of ninety (90) days.

The undersigned declares that the RFP Documents, without limitation, have been read and agrees to furnish and deliver service, at the total price stated in accordance with specifications of the Contract Documents. Any price increases are dependent upon prior approval by the District.

RFP No. 19-20-25 for DATA NETWORKING SERVICES DISTRICT WIDE, E-Rate FY23 (2020-2021) in its entirety, all Addenda, and the documents submitted as per list on page 5 of the RFP are hereby made a part of the contract.

Pricing detail by section is presented in the attached Scope of Work & Pricing hereto attached. DISTRICT is not responsible for Proposer's miscalculations.

The required list of proposed subcontractors (if applicable) is attached hereto, and the undersigned represents and warrants that such list is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, emailed, or delivered to the Proposer after award of RFP, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the Proposer will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates of Insurance and any other specified document.

Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the Proposer named below:

Anna G Hamilton, Director of Purchasing
Chino Valley Unified School District
5130 Riverside Drive, Bldg #6
Chino, CA 91710
Anna_hamilton@chino.k12.ca.us

The undersigned hereby warrants that the Proposer has a current business license to be able to conduct business in the State of California.

License # _____ Expiration Date: _____

It is understood and agreed that if requested by the DISTRICT, the Proposer shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of Proposer's ability to perform the contract.

The DISTRICT fully reserves the right to cancel the contract at any time and/or limit quantities, number of sites due to non-availability or non-appropriation of funds.

NOTE: If Proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the documents shall bear the corporate seal; if Proposer is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contract on behalf of the partnership; and if Proposer is an individual, his signature shall be placed above.

Subcontractor Information. Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Proposer's Company Name

Mailing Address (PO Box or street),

City, State and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Fax Number

ERATE CERTIFICATION
RFP #19-20-25
Chino Valley Unified School District
Data Networking Services District Wide
ERATE FY23 (2020-2021)

I, _____, certify that _____,
(print or type name) *(company name)*

is a service provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and we have operated under this SPIN for _____ years.
(number)

I also certify to the acceptance of the following:

1. All information necessary to respond to any SLD request for information such as PIA (Program Integrity Assurance), Item 25 Selective Review, Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Chino Valley Unified School District, its attorney(s) or authorized agent;
3. Any contract awarded for E-Rate Program FY23 (2020-2021) is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event of a partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;
4. The District will be invoiced for only the matching funds portion and it is our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion;

In the event the Chino Valley Unified School District wishes to perform a SPIN change, permission will be granted within the contract terms, provided 14 days prior written notice is given.

(Original signature) _____
(Date)

(Print or type name)

(Title)

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced-price meals.

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://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 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

- 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 <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 – 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 2019 funding year (July 1, 2019). 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>

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).

However, NO INVOICING can take place prior to July 1 of the funding year.

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: _____

REFERENCES

RFP #19-20-25 – DATA NETWORKING SERVICES DISTRICT WIDE - ERATE FY23

Please provide a minimum of 3 professional references, specifically related to your past performance of projects of similar size and scope with other public-school districts and/or public agencies in California. The Chino Valley Unified School District requests that these references be directly related to work performed within the guidelines of the E-Rate program.

Reference #1	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	
Reference #2	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & email	
Project Cost	
Description of work performed	
Reference #3	
Name of Client	
Type of Business	
Contact Person's name & Title	
Telephone # & Email	
Project Cost	
Description of work performed	

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 Chino Valley Unified School District (hereafter called "Owner") 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 Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the **RFP 19-20-25 DATA NETWORKING SERVICES DISTRICT WIDE – FY 23.**

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 Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner 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.

By _____

(Corporate Seal)

Principal's Signature

Typed or Printed Name

(Corporate Seal)

By

Principal's Title

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or
representative for service of process in California).

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	<i>E-Mail & Telephone*</i>

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	<i>E-Mail & Telephone*</i>

* 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:

CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

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: _____

ERATE SERVICE PROVIDER INFORMATION
RFP #19-20-25 – DATA NETWORKING SERVICES DISTRICT WIDE - ERATE FY23

Proposer must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and CVUSD.

Name_____

Title_____

Company_____

Address_____

City, State, Zip code_____

Phone_____

Email_____

Include other important contact information below.

CHINO VALLEY UNIFIED SCHOOL DISTRICT
SAMPLE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20 _____, in the City of Chino, County of San Bernardino, State of California, by and between Chino Valley Unified School District, a California School District, hereinafter called the “District” and _____, hereinafter called the “Contractor”, with a principal place of business located at _____.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 THE WORK. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 CONTRACT TERM. Work performed will be for the term of 36 months from July 1, 2020 or from start date of project, whatever is later. The start date of the project is predicated upon the receipt of a Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company. The District has the option to extend the term by an additional 24-month period, if required.

1.03 CONTRACT PRICE. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of _____ Dollars (\$_____). The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 CONTRACT DOCUMENTS. The Contract Documents consist of the following:

- Erate Certification
- References (minimum of 3)
- Designation of Subcontractors (if applicable)
- Official Proposal Form
- Scope of Work & Pricing
- Bid Bond
- Workers’ Compensation Certification (if applicable)
- Non-collusion Declaration
- Payment & Performance Bonds (if applicable)
- Contractor’s Certification Regarding Background Checks (if applicable)

- Erate Service Provider Information
- Service Provider Identification Number
- FCC Green Light Status, FCC Registration Number (FRN)
- Submit proof of Technical Qualifications – Certifications (if applicable)
- E-Rate Supplemental Terms and Conditions

1.05 HOLD HARMLESS AGREEMENT The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

1.06 PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

1.07 AUTHORITY TO EXECUTE. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

CHINO VALLEY UNIFIED SCHOOL DISTRICT

CONTRACTOR:

CSLB #

By: _____

By: _____

Name: Anna G Hamilton

Name:

Title: Director of Purchasing

Title:

Date: _____

Date: _____

(Corporate Seal)