



*E-RATE YEAR 23 (2020/2021)*

*Q9-20 E-RATE YEAR 23 INTERNET SERVICE PROVIDER RFP  
for  
LOMPOC UNIFIED SCHOOL DISTRICT*

<b>DEADLINES AND PROJECT TIME-FRAME</b>	
<b>RFP ISSUED AND POSTED:</b>	<b>NOVEMBER 20, 2019</b>
<b>PUBLICLY ADVERTISED:</b>	<b>NOVEMBER 20 and 27, 2019</b>
<b>DEADLINE FOR SUBMISSION OF QUESTIONS:</b>	<b>DECEMBER 13, 2019 BY 2:00 PM</b>
<b>DISTRICT TO POST ANSWERS</b>	<b>DECEMBER 14, 2019</b>
<b>PROPOSALS DUE:</b>	<b>DECEMBER 20, 2019 BY 2:00 PM</b>
<b>PROJECT START DATE:</b>	<b>PENDING BOARD APPROVAL ON 2/11/19</b>

Lompoc Unified School District (“District”) is seeking quotes for the upcoming Year 23 round of E-Rate. The District is soliciting quotes from providers of Internet Service Provider (ISP) Services to be used by all District sites.

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

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

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

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

- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status 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 <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.
- e. The Service Provider attests that its offer does not violate the FCC's October 29, 2019 Report and Order, Notice of Proposed Rulemaking, and Order ([FCC-CIRC1911-01](#)) addressing issues of "National Security Threats to the Communications Supply Chain Through FCC Programs" which "prohibits the use of USF funds to purchase or obtain any equipment or services produced or provided by a company posing a national security threat to the integrity of communications networks or the communications supply chain."

### **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>

#### **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:** \_\_\_\_\_

## PROVIDER CRITERIA AND PURCHASE AGREEMENT REQUIREMENTS

- The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471
- NO shipping/service can take place against this RFP, before July 1, 2020 and prior to receiving a written Owner's Notice to Proceed from Lompoc Unified School District.
- LUSD will require that the awarded Service Provider ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount. Submission will include an explanation of the process for the District to obtain California Teleconnect (CTF) discounts.
- All requests for Information (RFI's) must be submitted via email to Angelica Hernandez at [hernandez.angelica@lUSD.org](mailto:hernandez.angelica@lUSD.org) no later than the date and time on Page 1.
- Responses can be submitted either:
  1. As a hard copy, with wet signature, to the Lompoc Unified School District Purchasing Department
  2. As a pdf, showing an original signature, emailed to [hernandez.angelica@lUSD.org](mailto:hernandez.angelica@lUSD.org).
- All responses, by either method, must be received by LUSD by or before the deadline on Page 1. Late submittals, by whichever method chosen by the Respondents, will be rejected as non-responsive. The method of delivering the original signed document to LUSD within the timeframe provided is at the discretion of the Bidder.
- It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District. The District assumes no responsibility for transmission failures.
  
- Quotes must be submitted in writing or e-mail to:

Lompoc Unified School District  
Attn.: Angelica Hernandez  
Purchasing Department  
1301 North A Street  
Lompoc, CA 93436  
[hernandez.angelica@lUSD.org](mailto:hernandez.angelica@lUSD.org)  
Ref: *Q9-20 E-RATE YEAR 23 INTERNET SERVICE PROVIDER RFP*
  
- Proposal submitted via email must be received no later than the deadline noted on page 1 and clearly labeled in the subject line as "Q9-20 INTERNET SERVICE RFP"
- Late quotes will not be opened or accepted.



## PROPOSAL EVALUATION

It is anticipated that a contract/purchase agreement will be made with the provider whose responsive proposal has the lowest cost.

## SCOPE OF WORK

### Internet Service Technical Description

Internet Service Provider is to provide a firm fixed quote for a dedicated Internet access product offered at speeds of 10 Gbps, 20 Gbps, 40 Gbps and 100Gps. The service is to include layer-2 Ethernet access from a Customer location to an Internet Service Provider Internet gateway router, 24x7 monitoring and notification and availability of technicians who fully support and monitor the service. Demarcation for the requested service is 1301 North A Street, Lompoc, CA, 93436. The District is currently receiving 10 Gbps service from an existing Internet Service Provider.

### Section 1. Technical Specifications

1.1 Industry Standards. Internet Service Provider is to be compliant with the following industry standards:

- Ethernet: IEEE 802.3
- Domain Name System:
- Border Gateway Protocol: BGP-4 IETF RFC 1771/1772

1.2 Interfaces. Internet Service Provider to provide Customer with Interfaces compliant with industry standards at the "point of demarcation".

1.3 Border Gateway Protocol Routing. Internet Service Provider to support BGP-4 routing as a standard service feature.

1.4 Online Reporting. Internet Service Provider to provide Customer with password protected access to reports containing historical network traffic information.

1.5 The Service Provider must include in its proposal a complete description of its billing process including (1) when billing will begin once construction starts for each circuit (the district's expectation is that the entire network will be constructed before any segment is activated, and billing for all sites initiates after all construction has occurred), and (2) the process the Service Provider will follow to put the E-Rate and California Teleconnect Fund discounts onto the Owner's monthly bills. If the Service Provider requires that any additional paperwork or forms are required to get E-Rate and CTF discounts, the Service Provider shall explain

this process in sufficient detail to enable the DISTRICT to determine if this additional requirement has a material or financial impact on receiving these services or E-Rate and CTF discounts.

## Section 2. Monitoring, Technical Support and Maintenance

2.1 Network Monitoring. Internet Service Provider to monitor all Internet Service Provider Services purchased by Customer on a twenty-four by seven (24x7) basis.

2.2 Technical Support. Internet Service Provider to furnish Customer with a toll-free trouble reporting telephone number that will provide access to Internet Service Provider Customer Management Center personnel on a twenty-four by seven (24x7) basis. Internet Service Provider provides technical support for service-related inquiries.

2.3 Escalation. Reported troubles are to be escalated within the Internet Service Provider Customer Management Center upon failure to meet the standard restoration interval described in the Service Level Objectives.

## Section 3. Service Level Objectives

3.1 Availability. Internet Service Provider to provide a minimum objective for Internet Service Provider of 99.97%.

3.2 Latency. Internet Service Provider to provide a maximum latency objective for Internet Service Provider of 55 ms.

3.3 Mean Time to Respond. Internet Service Provider to provide a minimum objective for Internet Service Provider to provide a minimum objective for Mean Time to Respond of fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with Internet Service Provider's Customer Service Center.

3.4 Mean Time to Repair. Internet Service Provider to provide a minimum objective for Mean Time to Repair of four (4) hours for electronic equipment failure or eight (8) hours for fiber optic facilities failure from the time a trouble ticket is opened with Internet Service Provider's Customer Service Center.

3.5 Transition Plan. As the cut-over date for any new carrier is required to be on **July 1, 2020**, the DISTRICT requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. 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 DISTRICT transition team. The transition plan is to outline the expectations the supplier team would have of the DISTRICT and the information or task the DISTRICT is to provide the supplier and the date any information or task would be required.

**Section 4. Proposal Submittal**

**4.1 Pricing. Provide your detailed proposal for 1year terms for each 10 Gbps, 20 Gbps, 40 Gpbs and 100 Gpbs bandwidth. Your proposal must include all billable items (Set-Up, Delivery, Installation or any other One-Time, Non-Recurring Charges, Costs or Fees plus Annual or Recurring Charges and any other Charges, Costs or Fees not listed above plus any estimated taxes and surcharges (Include detailed descriptions of any taxes and surcharges).**

**4.2 Additional Information. Provide Certification or explanation, where appropriate, in response to all line items listed in Sections 1, 2 and 3 above.**

The District reserves the right to select for award on 1-year commitment only, or to reject all of the above, whichever is in the best interest of the District.

The District reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval.

I/We the undersigned, in response to requirements and specifications noted in the aforementioned RFP, calling for bids for the services specified in the Lompoc Unified School District *Q9-20 E-RATE YEAR 23 INTERNET SERVICE PROVIDER RFP*, hereby certify that I have read this entire RFP, am fully compliant and intend to cooperate with the E-rate process as outlined above and will provide the requirements stated herein for the prices indicated herein and have provided the following documentation as required:

- a. Provide all pages of the Q9-20 (includes pages 1 thru 8) of this RFP document with “wet” signature below plus pricing proposal as defined in Section 4.1 and explanations listed in Section 4.2.

Company Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title \_\_\_\_\_

Date: \_\_\_\_\_

SPIN NUMBER: \_\_\_\_\_

FCC Registration Number (FRN) \_\_\_\_\_

Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
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Completed Bid, with original signature, to be submitted to Lompoc Unified School District, Purchasing Department, 1301 North A Street, Lompoc, CA 93436, Attn.: Angelica Hernandez or to [hernandez.angelica@lusc.org](mailto:hernandez.angelica@lusc.org) no later than the date and time on Page 1.

All materials submitted to the District in response to this RFP are deemed property of the District and public records, subject to disclosure pursuant to the Public Records Act. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof. By signing and submitting a response, Respondent acknowledges, understands, and agrees that the materials submitted to the District in response to the RFP are not confidential.