

Pleasanton Unified School District



Request for Proposal / Form 470
WIDE AREA NETWORK SERVICES
E-RATE FUNDING YEAR 25 (2022-2023)
<<RFP 2021-22.09>>

Request for Qualifications Issued:

Questions due to erate@pleasantonusd.net

Responses provided on <http://go.pleasantonusd.net/bids>

Proposals due to purchasing@pleasantonusd.net

Network Service begins on

February 1, 2022

February 22, 2022

February 22, 2022

March 1, 2022

September 1, 2022

Pleasanton Unified School District
Purchasing Department
4750 First Street
Pleasanton, CA 94566
purchasing@pleasantonusd.net

FEBRUARY 4, 2022

Notice is hereby given that the governing board ("Board") of the Pleasanton Unified School District ("District" or "PUSD") will receive electronic proposals for the following:

WIDE AREA NETWORK SERVICES FOR E-RATE FUNDING YEAR 25 (2022-2023)

Electronic or printed proposals shall be submitted to the Purchasing Coordinator, Pleasanton USD, purchasing@pleasantonusd.net on or before 2 PM on MARCH 1, 2022

In advance of proposal submissions, questions may be submitted via email to purchasing@pleasantonusd.net by 4:00 PM on FEBRUARY 22, 2022. Questions submitted to any other employee of the District or member of the District's Governing Board will result in automatic rejection of Proposal.

The District will post any addenda to this RFP on USAC's EPC portal and our website at:

<http://go.pleasantonusd.net/bids>

Proposers are responsible for checking this page for additional information prior to submitting responses. The District will not consider or accept any proposals from contractors or their subcontractors who do not possess all appropriate and required licenses or other permits to perform the work identified in this document. The Proposer's license(s) must remain active and in good standing throughout the term of any contract or agreement that may be executed.

Vendors who wish to be considered as a service provider to the District may submit proposals. Each proposal must conform and be responsive to the requirements outlined in this document.

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1.0 Introduction

1.1 Background and Overview of Requested Solution

The Pleasanton Unified School District (District) is soliciting proposals for **Wide Area Network services for E-Rate Funding Year 25 (2022-2023)**.

The District has fourteen (14) school facilities and a district office. Nine (9) elementary schools are currently connected by a 1Gbps fully managed network (Metro-Ethernet type service) provided by AT&T, while the five (5) secondary schools and the district office are currently connected by a 10Gbps. Additionally, the network also extends to Alameda County Office of Education (ACOE) via a 10 Gbps link. The existing WAN contract expires on 6/30/2022, the contract for the 5Gbps circuit to ACOE also expires on 6/30/2022.

Pleasanton Unified School District reserves the right to award all, or only a portion of the circuits, to any one vendor. Based on contract issues, this RFP may result in the awarding of a contract only for those circuits whose contracts expire within or prior to the 2022-2023 fiscal year. Please be aware of this when providing a price quote for your services.

Pleasanton USD is asking for two pricing options: one using the existing speed/capacity of the circuits, and another option increasing the speed/bandwidth of each of the circuits. If the vendor does not offer the proposed capacity asked for on the Pricing Sheets, please respond with your next available speed/capacity for your product or service. See section 2.1p of this RFP for details.

The District wishes to receive vendor proposals for the period beginning 9/1/2022.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and the PUSD may or may not undertake it at its sole discretion. Vendor and vendor's product/service offering in response to this RFP must be E-Rate eligible and vendor must have a valid SPIN for the duration of the contract term. In addition, PUSD 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.

1.2 Introduction to District

The District is a mid-sized K-12 school district located in Alameda County, northern California. Enrollment is approximately 14,300 students in 15 schools: two comprehensive high schools, one alternative high school, three middle schools, and nine elementary schools. Pleasanton's population is approximately 85,000 citizens.

1.3 Reservation of Rights

The District reserves the right to award all, none, or select portions of this RFP to one or multiple vendors. The District reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process. The District reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the District website (<http://go.pleasantonusd.net/bids>) in addition to USAC's E-rate Productivity Center (EPC). In the event the District shall modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued.

The District reserves the right to conduct a background inquiry of the selected Vendor(s) which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, Vendor consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

The District shall have the right to negotiate any and all of the final terms and conditions of any Agreement with Vendor and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights. This RFP is solely a solicitation for Vendor qualifications and proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between the District and any Vendor; (ii) create any obligation for the District to enter into a contract with any firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this RFP. These provisions of law and any clause required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein.

1.4 Indemnification and Hold Harmless

Vendor will indemnify, defend and hold harmless the District, its agents, employees and assigns, including independent contractors, and any Participant contracting with Vendor (Indemnified Parties) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to this RFP, or arising out

of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Vendor, and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

1.5 Public Records Requests

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its proposal, during the procurement process, and during the course of any work awarded shall become the exclusive property of the District and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The District's use and disclosure of its records are governed by this Act. The District will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. The District will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will the District be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the District's discretion, be deemed non-responsive; and such information shall be deemed public records.

The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless the District in such litigation.

The District reserves the right to withhold information for review by competitors until after it has completed its evaluation.

1.6 Covenant Against Gratuities

Vendor warrants by signing and submitting its proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by The District or its Members in procuring on the open market any services which Vendor agreed to supply shall be borne and paid for by Vendor. The rights and remedies of the District or its Members provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement or Purchase Agreement

1.7 Rules

The following rules and regulations must be followed by every Vendor/Contractor/Provider doing business with the District. Failure to comply may result in the removal of Vendor and/or members of Vendor's crew from the job, and possible back charges for the District's direct and indirect costs of implementation.

By submitting a proposal, Vendor agrees to abide by all applicable local, municipal, county, state and federal laws.

FBI & DOJ Clearance

All Vendor personnel working in any District location site shall have attained the proper FBI and Department of Justice (DOJ) clearance as required by California Education Code 45125.1 and any other applicable laws. Vendor must comply with this requirement and, upon request from the District must demonstrate this clearance for all personnel prior to being allowed on the site. Those who are not cleared may not be allowed on the site.

Fraternization or other contact with students is strictly forbidden. Any Vendor working on a site where students are present when the District has determined that the contractor's employees or employees of subcontractor will have more than limited contact with the District's pupils must supply the District with certification that all employees on the project have been fingerprinted and approved per state law. Vendor must agree to abide by all District policies to enforce the safety of students.

Site Access, Working Conditions and Working Hours

If Vendor requires access to any school site, access to each site will be coordinated through the the District's project representative a minimum of five (5) work days in advance. Site access schedule and work plan must be submitted and approved by the Vendor prior to the Vendor arriving onsite.

The District is a tobacco free school district. The use of tobacco or tobacco products is prohibited on any part of the District's grounds.

Anyone not directly involved in the scope of work shall not be on the job site, or the District's property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Vendor.

No pets (with the exception of service animals) are allowed on the District's property.

The Vendor shall supply prior to the start of work Certificate of Insurance coverages, as outlined in the Insurance Requirement Acknowledgement (Attachment 3).

Vendor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project. Vendor shall keep all items secured and maintained in a safe manner until properly disposed of.

Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to the same or better condition as existed prior to Vendor's arrival on the site. This includes replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as needed.

The District has a Zero Tolerance Policy that will be enforced towards negative or questionable conduct or behavior.

Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.

Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.

"Cruising" or "Loitering" in District facilities is not permitted at any time. Employees or associates of the Vendor when not engaged in official activities as directed by their employer shall leave the District's property until their next time services are scheduled to be provided by the Vendor..

Vendor or its employees or associates are not allowed to be in any area of the District's property that has not been specifically authorized by the District or its designee without an official and designated escort.

Vendor will remove and replace all furniture and equipment as required. Vendor will liaison with the appropriate designated representative on relocation of any equipment. Note: the greatest care is to be taken in all cases where dealing with the District's equipment. Any damage is at the Vendor's expense. Vendor must notify the District two (2) days in advance when personal items must be removed or may be affected by the Vendor.

Vendor shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Vendor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.

Vendor shall indemnify and hold harmless the District, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney's fees.

Vendor, when required by law, and at the request of District, shall pay prevailing wages.

2.0 Proposals

2.1 Instructions to Vendors

All Proposals shall be submitted on the attached Proposal Form, provided as Attachment 1, the E-Rate Supplemental Terms and Conditions, provided as Attachment 2, and the Vendor Insurance Procedure, provided as Attachment 3. These instructions prescribe the mandatory Proposal Form and the approach for the development and presentation of Proposal information. Proposal Form instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Vendor response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirements in this section may be cause for the Proposal to be rejected.

- a. Vendors shall submit one (1) electronic or four (4) printed copy of their response packet/proposals

Electronic Submission	Printed Submission
<p>Electronic copies may be submitted via email before the submission deadline to purchasing@pleasantonusd.net, with the subject titled "Response to RFP 2021-22.09: Wide Area Network Service"</p> <p>Proposals shall be submitted to: Janet Wolfinger Coordinator Purchasing Pleasanton Unified School District</p>	<p>Hard copies may be submitted in the following format: (1) Master Bound Hardcopy Proposal in a binder that allows for easy removal of pages. (3) Additional Bound Hardcopy Proposals in binders that allow for easy removal of pages.</p> <p>Proposals shall be submitted to: Pleasanton Unified School District Attention: RFP 2021-22.09 Purchasing Department 4750 First Street Pleasanton, CA 94566</p>

- b. All responses must be received at the Purchasing Office at 4750 1st Street, Pleasanton, CA 94566 no later than 2:00 PM PST on March 1, 2022.
- c. Responses will not be publicly opened.
- d. Questions regarding the RFP shall be submitted via email to Robert Torres at erate@pleasantonusd.net. All questions must be in writing (no verbal requests) and must be received no later than Tuesday, February 22, 2022, at 4 PM PST. **Vendors are responsible for monitoring the PUSD website at <http://go.pleasantonusd.net/bids>**

and the EPC portal for addendums, changes and questions, and answers regarding this RFP.

- e. The Vendor must demonstrate to PUSD’s satisfaction that both the Vendor and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the Pleasanton area for the next five (5) years. Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided.
- f. An individual authorized to legally bind Vendor must sign the proposals.
- g. PUSD’s Request for Proposals, and the Vendor's response, will be incorporated into the Agreement as Exhibits.
- h. Proposals should be accompanied by brochures and product cut sheets providing technical specifications for services and systems described in this RFP. If the literature differs in any manner from the systems and equipment being proposed, the differences must be explained.
- i. The vendor will provide a copy of its Service Level Agreement (SLA) indicating response times on all network outages, Resolution Management for such outages and an Escalation List.
- j. Identify and list all intended subcontractors to be used for this project. The selected vendor shall be responsible to the District for all work performed either by its own personnel or its subcontractors.
- k. The vendor will assign a qualified and experienced Project Manager.

2.2 Proposal Schedule

Proposals must be received no later than 2:00 pm PST on TUESDAY, MARCH 1, 2022.

Request for Proposal & 470 Posting Date:	February 1, 2022
Questions due to erate@pleasantonusd.net	February 22, 2022 at 4 PM PST
Responses provided on http://go.pleasantonusd.net/bids	February 22, 2022 at 5 PM PST
Proposals due to purchasing@pleasantonusd.net	March 1, 2022 at 2 PM PST
Network Service begins on	September 1, 2022

The District assumes no responsibility for late delivery. If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the first copy submitted will be determined to be the correct Proposal.

2.3 Withdrawal of Proposals

A Vendor may withdraw the Proposal at any time prior to 2:00 pm PST on Tuesday, March 1, 2022, by submitting a written request for its withdrawal to the designated Purchasing contact, signed by the Vendor or authorized agent. The Vendor may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after 2:00 pm PST on Tuesday, March 1, 2022.

2.4 Pricing

Vendor shall include the installation (one-time) costs and monthly (recurring) costs individually for all sites. Vendors shall complete Bid Proposal form for pricing submittal and additionally attach a detailed breakdown of costs.

The district is requesting a 1-year and 3-year proposed solution with optional 1-year extensions, not to exceed a total of 5 years. Future contract extensions and/or renewals will be at the discretion of the PUSD. The contract must allow for growth (additional circuits/sites) as well as an increase in bandwidth for any circuits. Costs for those changes and/or additions must be incorporated into this contract.

2.5 References

Vendors should include at least three California K12 school district references for the proposed solutions. References to agencies should include full contact information for a primary point of contact, including name, email address, phone number, and mailing address. References should also include district name, contact name and phone number, including the number of sites.

2.6 Evaluation, Interviews, and Vendor Presentations

The District reserves the right to

1. conduct an in-person interview(s) and/or require formal presentation(s) for all or a portion of the responding Vendors,
2. visit one (1) or more of the Vendor's current customer sites and speak with Vendor's current customer representatives
3. conduct discussions with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.
4. negotiate with and ask vendors to submit best and final offers.

Vendors shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

Proposals will be evaluated based on the following categories:

1. E-rate Eligible Cost/Pricing (35)
2. Proposed Solution (30)
3. Project Mgmt and Approach (15)
4. Warranty & Service (10)
5. References & Vendor Profile (10)

E-rate Eligible Cost is the most important category, but not the only decision-making factor. Including the cost and other factors, Pleasanton USD reserves the right to award this contract, not to the lowest-cost providers, but to the most cost-effective provider based on the highest total amount of points awarded across all categories.

2.7 Award of Contract

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, the District shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Agreement to reflect the decreased pricing. At no time shall the prices charged to the District exceed the prices under which the RFP was awarded. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP. Any awarded agreement must include the right for the District to terminate the Agreement at any time during the term of Agreement with 30 days written notice to the Provider.

2.8 Expiration of Proposals

Proposals submitted by Vendors shall be valid for a period of one year (365 days) from the submission deadline for proposals of 2:00 pm PST on Tuesday, March 1, 2022.

3.0 Service Requirements

3.1 Specifications

The District seeks pricing and information for WIDE AREA NETWORK SERVICE

- a. The PUSD District Office – Data Center is to serve as the aggregation point for the network. This site will require 1Gbps, 5Gps, and 10Gbps circuits for accepting the data traffic from the remote school sites.
- b. All PUSD remote school sites shall aggregate to the District Office.
- c. All remote school sites shall have a data connection to the Pleasanton Unified School District Office of 1Gbps or 5Gbps circuits for elementary and 10Gb circuits for secondary (middle and high). The connection to ACOE should be a minimum of 10Gbps with an option to grow to 20Gbps.
- d. The district desires the ability to increase bandwidth in the future to meet demand. Proposals may include rates for higher bandwidth connections and should describe the vendor's ability to scale the proposed solution to meet greater bandwidth demands. Growth of the network, by number of circuits, or increases in bandwidth for installed circuits, should be included in any proposal and/or contract.
- e. The Contractor/Carrier shall deliver the full bandwidth at each school directly to the D.O. on a full availability basis, 24/7. This service can be aggregated at the design of the carrier so as not to have individual circuits terminating directly at the D.O. Data Center. This is the preferred method of providing the service to Pleasanton Unified School District.
- f. The service shall terminate using a 10GbE single-mode fiber handoff that's compatible with physical layer modules at all sites and at the District Office.
- g. The District Office will require a minimum aggregated bandwidth of 10 Gbps into the Metro Ethernet Network to support all the campus access rates. The maximum bandwidth should be 40Gbps.
- h. The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the campuses and the District Office or MPLS or some other "partitioning" scheme. The Vendor is directed to describe in detail how this will work in their proposal.
- i. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly.
- j. Network outage resolution should be coordinated with PUSD technical staff. Please provide a methodology/procedure of how you would handle trouble-ticketing and outage notification and resolution with the District.

- k. An uptime guarantee of 99.90% or better shall be provided 24 hours/day, 7 days/week. The vendor must provide easy access to help desk and repair service. A clear procedure must be defined for severe problem escalation with response times delineated in proposal. The circuits shall be capable of carrying multiple data services such as computer networks, Voice over IP, digital video, etc.
- l. All equipment including but not limited to routers/switches, cabling, connectors, necessary to provide this connectivity shall be provided by the vendor. All installed equipment shall operate with the electrical capacity provided by a dedicated 20 AMP service per equipment rack.
- m. Currently, MDF's have either four-post or two-post racks in each location with a minimum of 2U available space for vendor equipment. The vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.
- n. The network is to be fully operational by 9/1/2022. The term "fully operational" is defined as reliable 10Gbps **or more** network connectivity, per circuit, delivered to all sites, excluding the District Office, without failures for at least 72 hours. Reliable network connectivity of 10 Gpbs (up to 20 Gpbs or more) network connectivity to the District Office is required.
- o. The contract must provide cancellation of services without penalties if a school is closed. The district may cancel services to the school without penalties after a 30-day notice to the vendor.
- p. The sites and physical addresses to which the services shall be delivered are detailed below:

Site	Address	Current Bandwidth	Desired Bandwidth
Alisal Elementary	1454 SANTA RITA RD, PLEASANTON	1G	1G and 5G
Donlon Elementary	4150 DORMAN RD, PLEASANTON	1G	1G and 5G
Fairlands Elementary	4151 W LAS POSITAS BL, PLEASANTON	1G	1G and 5G
Hearst Elementary	5301 CASE AV, PLEASANTON	1G	1G and 5G
Lydiksen Elementary	7700 HIGHLAND OAKS DR, PLEASANTON	1G	1G and 5G
Mohr Elementary	3300 DENNIS DR, PLEASANTON	1G	1G and 5G
Valley View Elementary	480 ADAMS WY, PLEASANTON	1G	1G and 5G

Vintage Hills Elementary	1125 CONCORD, PLEASANTON	1G	1G and 5G
Walnut Grove Elementary	1999 HARVEST RD, PLEASANTON	1G	1G and 5G
Hart Middle School	4433 WILLOW RD, PLEASANTON	10G	10G
Harvest Park Middle School	4900 VALLEY AV, PLEASANTON	10G	10G
Pleasanton Middle School	5001 CASE AV, PLEASANTON	10G	10G
Amador Valley High School	1155 SANTA RITA RD, PLEASANTON	10G	10G
Foothill High School	4375 FOOTHILL RD, PLEASANTON	10G	10G
Alameda COE	313 W WINTON AVE, HAYWARD, CA	10G	10G and 20G
District Office	4665 BERNAL AV, PLEASANTON	10G	10G and 20G

4.0 Terms and Conditions

- a. PUSD intends to enter into a one (1) or three-year (3) term with an optional one-year extension (not to exceed five years) for the contract awarded under this RFP. The contract should also cover turnkey implementation of CPE electronics and associated management software implementation (with adds/deletes made under an agreed pricing schedule).
- b. PUSD will reserve the right to terminate any contract signed without penalty, due to non-compliance of any products and or services listed in the contract, of which this request for proposal, all marketing materials and the response to the RFP have become a part. While PUSD may provide a 30 day written notice for contract termination, PUSD reserves the right to grant the vendor a grace period of 30 days to resolve noncompliance issues. Application of this and additional grace periods will be granted at the discretion of PUSD. PUSD will not waive its future rights of contract termination should they decide to waive their rights due to any 'non-compliance' issue.
- c. PUSD reserves the right to terminate all or part of the contract due to non-appropriation of funds, either by the School Board or at the State level.
- d. On a semi-annual basis, vendor shall meet with PUSD to review any new rate plans and service options, including additional discount plans, that become available and that may be useful to PUSD. Vendor shall also provide PUSD with written notice and copies of any revisions of the tariffs pursuant to which PUSD obtains service.
- e. The successful Response to this RFP and any PUSD generated Amendments to this RFP shall all become an integral part of any Vendor / PUSD contract resulting from this RFP.
- f. Any agreement reached with vendor will supersede any existing agreement(s) with vendor for services covered under the agreement.
- g. PUSD is requiring a turn-key installation of any CPE electronics and associated management software required to implement the services contemplated by this RFP. Vendor shall acquire and provide all rights of way, labor, equipment, materials, permits, supplies, tools, transportation and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. Vendor MUST include in its Price, all design, engineering, permit, delivery, installation, testing, taxes and warranty costs associated with the proposed Services and Systems.
- h. Vendor guarantees that all contracted work shall be managed by a qualified and designated Vendor project manager, who shall:
 1. attend all scheduled project status meetings;
 2. be available to PUSD at all reasonable times and respond to PUSD's questions, problems and/or concerns in timely manner;
 3. be on-site at scheduled times to inspect work progress;
 4. be on-site during critical phases of work, including systems testing and cutover.
- i. The designated Vendor project manager for this project, whose name and phone numbers (office and cellular) shall be provided to PUSD prior to any on-site work under the Agreement shall:
 1. be Vendor's single-point-of-contact to PUSD;

2. have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.
 3. be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.
- j. Vendor agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner, with the local telephone company and systems vendors on behalf of PUSD during the implementation period.
- k. All installation, warranty, and post-warranty maintenance of the acquired systems resulting from this RFP shall be performed by fully qualified, Vendor-employed personnel unless otherwise stipulated by mutual agreement in the finalized sales contract. Vendor shall not contract for or permit any subcontract work to be performed without prior written authorization of PUSD. The selection of subcontractors must be acceptable to PUSD; such acceptance shall not be unreasonably withheld. Every subcontractor performing work on the Project or Services on behalf of Vendor shall be bound by the conditions and provisions of the Agreement as applicable to its work. Nothing contained in any Vendor/ PUSD Agreement shall create any contractual relations between the subcontractor and PUSD. Vendor shall be fully responsible to PUSD for the acts and omissions of its subcontractors. Vendors must provide in their Proposals:
1. The complete names and addresses of all subcontractors proposed to be used;
 2. The type and percentage of work each proposed subcontractor will be providing;
 3. Each proposed subcontractor's qualifications to perform such work:
 - i. Substitution of any proposed subcontractor will only be allowed after prior written permission is received from PUSD. PUSD reserves the right to reject any proposed subcontractor for reasonable cause.
- l. Successful bidder agrees to bill and receive the discounted (E-Rate) 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).
- m. Pleasanton Unified School District and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.
- n. Pleasanton Unified School District is not liable for any cost associated with the preparation or presentation of any proposals.
- o. Proposals submitted to the District will not be returned to the bidder.
- p. Pleasanton Unified School District has the right to cancel this RFP at any time and to reissue it for any reason whatsoever.
- q. Pleasanton Unified School District reserves the right to negotiate any alterations to bid specifications due to oversight or error.
- r. The vendor will provide access for immediate reports and status of all network traffic.

- s. During the term of this contract, any changes in the routing of the physical network due to city infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of the vendor at no expense to the District.
- t. The contract will provide for the installation of a secure, private and dedicated network with connectivity between the Pleasanton Unified School District Data Center and fourteen (14) school campuses/facilities.
- u. No billing will take place prior to September 1, 2022.
- v. The vendor shall provide proof of insurance, including Workers' Compensation and general liability with PUSD named as an additional insured.
- w. Review and sign the E-rate Supplemental Terms and Conditions (Attachment 2)

ATTACHMENT 1. Proposal Questionnaire

The following pages contain the Proposal Questionnaire that must be completed and returned with each proposal. No modification or alteration of this questionnaire will be permissible. Proposers who are unable to provide the requested information in the space provided should provide the full and complete response to the requested information on a separate page that is appended to the end of the proposal questionnaire. Proposers should clearly indicate in each response area of the Proposal Questionnaire that the response is provided on a separate page. Proposals may include all requested information on separate pages that follow the Proposal Questionnaire.

Pleasanton Unified School District
Response to RFP 2021-22.09:
Wide Area Network services for E-Rate Funding Year 25 (2022-2023)

VENDOR NAME:

VENDOR MAILING ADDRESS:

VENDOR PHONE NUMBER:

VENDOR EMAIL ADDRESS:

ATTACHMENT 2. E-Rate Supplemental Terms and Conditions

The following pages contain the E-Rate Supplemental Terms and Conditions that must be completed and returned with each proposal. No modification or alteration of this agreement will be permissible.

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:
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- 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, 2022.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and**

invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC
<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website:
<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

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). Further details on LCP may be obtained at USAC's website:
<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. 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. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website:
<https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory
<https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. 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 2022 funding year (July 1, 2022). 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:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

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: _____

ATTACHMENT 3. Insurance Requirement Acknowledgement

The following page contains the Vendor Insurance Procedures with instructions on how to provide proof of insurance.



Vendor Insurance Procedures

Insurance Requirements:

When outside vendors will be providing labor resources that will perform work in District facilities, using District property or by interacting with District employees or students, the outside vendor needs to provide the District with proof of insurance. These “Certificates of Insurance” (COI) should include the following components:

- General Liability and Worker’s Comp insurance required - minimum coverage levels and other types of coverage for specific service providers are [linked here](#).
- Be current, not expired
- Include the District (ie. Pleasanton Unified School District) as a “Named Insured”

Current copies of COI must be maintained on file in the Purchasing department for all contracts that have been fully executed (ie. signed by both parties).

Vendors should not begin working on-site until current COIs are on file in the Purchasing department.

Processing Insurance Documentation:

1. Attach copies of the vendor’s current COI to the Escape Purchase Requisition.

Reviewing Previously Processed Documentation:

- Copies of insurance documentation received since January 2020 will be linked in the [PUSD Contract log](#).
- Please contact the Purchasing department (purchasing@pleasantonusd.net) to verify or obtain documents processed prior to January 2020. *(Note: Many COI have been maintained in DO Departments instead of the Purchasing department. Request a new copy from the vendor if documentation cannot be located).*