

**Buena Park School District
6885 Orangethorpe Ave,
Buena Park, CA 90620**



Proposal Request for:

**BPSD - E-RATE CATEGORY 1 WIDE AREA NETWORK
RFP E-RATE CAT 1 WAN YR 2023
RFP # 11-04-2022-WAN**

Released: Friday, November 4th, 2022

Proposal Due Date: Friday, December 9th, 2022, by 2:00 pm PST

TABLE OF CONTENT

Table of Content.....	2
NOTICE INVITING PROPOSALS.....	3
Overview.....	4
Schedule of Important Dates.....	5
Instructions to Vendors.....	6
General Conditions.....	10
Project Background.....	11
Project Goals.....	11
QUALIFICATIONS.....	11
TRANSITION PLAN.....	14
WIDE AREA NETWORK PROJECT.....	14
Instructions to Vendors.....	18
PAYMENT AND FUNDING.....	20
APPENDIX A.....	26
APPENDIX B.....	27
APPENDIX C.....	36

NOTICE INVITING PROPOSALS

BUENA PARK SCHOOL DISTRICT

Public notice is hereby given that the Buena Park School District of Orange County, California, hereinafter referred to as the District, will receive up to, but not later than **2:00 p.m. PST on December 9th, 2022** sealed proposals for the award of a contract for **BPSD - E-RATE CATEGORY 1 WIDE AREA NETWORK AND TELECOMMUNICATIONS E-RATE YEAR 2023 (RFP # 10-28-2022-WAN)**.

The purpose of this Request for Proposal is to provide the District with a qualified E-RATE CATEGORY 1 WIDE AREA NETWORK PRODUCTS AND SERVICES provider, hereinafter referred to as the Vendor, who can meet the current and future E-RATE CATEGORY 1 WIDE AREA NETWORK PRODUCTS AND SERVICES needs for the District in the most cost-effective manner.

Digital copy in PDF format is required. Digital submissions can be provided on a submitter furnished USB pen drive, or via the following link: www.bpsd.us/submissions. Digital proposals on a USB Pen Drive, or sealed proposals shall be received in the District Office located at 9885 Orangethorpe Ave., Buena Park, CA 90620.

Each proposal must conform and be responsive to the request for proposal documents, copies of which may be obtained on or after November 4, 2022, from the District website at: <https://www.bpsd.us/requests> and to USAC E-RATE Productivity Center (EPC) at: <https://portal.usac.org/suite/>

All proposals can be provided in hard copy but shall be provided in Digital PDF format as well. Hard copies of the proposal or a digital copy of the proposal shall be sent to the address listed above. All forms provided by the District within the proposal requests can be replaced by a submitter created forms that provide the same information and similar layout. Each proposal must strictly conform with and be responsive to this notice, the Instructions for Vendors, and other proposal documents. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals. Any proposals received after the specified date and time will not be opened nor viewed. Late submissions will be deemed unresponsive. No submitter may withdraw a proposal for a period of sixty (60) calendar days after the opening of the proposals. Per Public Contract Code Section 20118.2, all proposers must honor their proposals, as submitted, after the date proposals are opened by the District. All proposals received before the deadline will be opened and read in a closed session at the District Office.

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

Michael Magboo, Chief Operating Officer
Buena Park School District

Dates of Advertisement: November 4, 2022, and November 11, 2022

OVERVIEW

The Buena Park School District (BPSD) is seeking districtwide implementation and technical specifications for high-speed data infrastructure wide area network project, Voice over IP services, and plain old telephone services.

Wide Area Network Digital Transmission Services

Voice Over IP (VOIP) Services

Plain Old Telephone Services (POTS)

PLEASE RESPOND ON THE FOLLOWING FORM(S), BY ENTERING YOUR PRICES FOR THE ITEMS LISTED. SUBMISSIONS CAN INCLUDE A VENDOR SUPPLIED FORM OR SPREADSHEET WHERE APPLICABLE AND SIMILAR TO FORMS WITHIN THE RFP. PLEASE DIRECT QUESTIONS TO THE DISTRICT REPRESENTATIVE CONTACT LISTED BELOW. DELIVERY IS LOCATION NAME, ADDRESS, CITY, STATE, ZIP. PAYMENT TERMS NET 30 DAYS.

Mandatory Job Walk:

All vendors are required to attend a mandatory job walk of the DEMARC to MPOE on **Tuesday, November 15th, @ 10:00 AM PST at the District Office at 6885 Orangethorpe Ave, Buena Park, CA 90620**. All vendors must sign in and sign out at the completion of the job walk. Any vendor late or not present will be disqualified. Due to COVID-19 and an abundance of caution, all vendors participating in the job walk will observe social distancing measures, wear a facemask during the job walk, and submit to a temperature check prior to the job walk.

Buena Park School District (District) may also contract to purchase Wide Area Network, Telecommunication services, and data transport implementation for other sites not covered under this E-rate application.

Submission Instructions:

Digital copy in PDF format is required. Digital submissions can be provided on a submitter furnished USB pen drive, e-mailed to mmagboo@bpsd.us, or via the following link: www.bpsd.us/submissions/. Digital copies submitted through the aforementioned e-mail or District link options must be submitted no later than **2:00pm PST, Friday, December 9th, 2022**. Proposal submitters may submit a hard copy of their proposal as well. Hard copy submitters should provide one (1) original copy of the proposal submittal. Hard copies or digital PDF on a USB pen drive shall be submitted no later than **2:00pm PST, Friday, December 9th, 2022**, at the District Office, located at **6885 Orangethorpe Ave., Buena Park, CA 90620**, in care of the Chief Operating Officer.

Buena Park School District

BPSD - E-RATE CATEGORY 1 WIDE AREA NETWORK

E-RATE YEAR 2023

ATTN: COO

9885 Orangethorpe Ave.

Buena Park, CA 90620

E-mail inquiries must be received by **Monday, November 21, 2022, by 2:00 PM PST to: mmagboo@bpsd.us**.

The District will post answers via EPC on Wednesday, November 23, 2022

The District will not respond to phone call inquiries

Proposal Due Date: Friday, December 9th, 2022 by 2:00 pm PST

SCHEDULE OF IMPORTANT DATES

470/Proposal posting:	Friday, November 4, 2022
Dates of Advertisement:	November 4 & November 11, 2022
Mandatory Walkthrough:	Tuesday, November 15, @ 10:00 AM @ the District Office
Last day for Questions:	Monday, November 21, 2022 @ 2:00 PM PST
District will post answers via EPC:	Wednesday, November 23, 2022
Proposal Due Date:	Friday, December 9, 2022, 2:00 pm PST
Recommendation to Board:	December 2022 or January 2023 Board Meeting
Intent to Award:	On or after Board approval
Contract Award:	On or after E-Rate Funding Commitment

INSTRUCTIONS TO VENDORS

1. Preparation of the Proposal Form

In order to receive consideration proposals must be received on or before the advertised closing date and not later than the time displayed therein. Proposals shall be submitted on the form(s) provided by the District (**Appendix C**) or substituted by the submitter. Substitute forms submitted in lieu of the District provided form must provide the same information requested and be in a similar layout as the District form. All blanks in the proposal form must be appropriately filled in. Hard copy proposals or digital copies in PDF format on a pen drive received from prospective vendor, must be in a sealed container or envelope and must be conspicuously marked with the legal proposal number, project name, closing date and the proposal opening time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the vendor unopened.

The proposals will be **opened and read in a closed session** at the time and location to be determined by the District. District reserves the right to accept or reject any or all proposals and be the sole judge regarding the suitability of the products, services or supplies offered, and whether deviations are acceptable. District further reserves the right to not necessarily purchase all items or the full quantity of each item listed in the proposal document.

2. Proposal Security

Each proposal shall be accompanied by a certified or cashiers' check payable to the District or a satisfactory proposal bond in favor of the District, executed by the vendor as principal and a satisfactory surety, in an amount not less than 10% of the maximum of the proposal. The check or proposal bond shall be given as a guarantee that the vendor shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the vendor.

3. Signature

Proposal must be signed in the name of the vendor and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the vendor.

4. Modifications

Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals or any other modification of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal.

5. Erasures

Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin adjacent to the correction the surname or surnames of the persons signing the proposal. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence.

6. Withdrawal of Proposals

Any vendor may withdraw his proposal either personally by written request, or by telegraphic request confirmed in the manner specified above any time prior to the scheduled closing time for receipt of proposals.

7. Agreements and Bonds

Proposed Agreement which the successful vendor will be required to execute and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement are included in the contract documents and should be carefully examined by the vendor. If exceptions are required clearly state those exceptions by marking through the areas of concern and provide the alternative wording for District review.

8. Interpretation of Plans and Documents

If any person contemplating submitting a proposal for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings, specification or documents, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its delivery according to Q&A timeline. Any interpretation or correction will be made only by addendum duly issued, and a copy of such addendum will be delivered to each person receiving a set of the contract documents.

9. Vendors Interested in More Than One Proposal

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a vendor, or that has quoted prices of materials to a vendor, is not thereby disqualified from submitting a sub-proposal or quoting prices to other vendors or making a prime proposal.

10. Award of Contract

District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals. The award of the contract, if made by the District, will be to the responsible vendor based on the above criteria. District realizes that conditions other than price are important and may award based on individual items proposal, or any combination of individual items, or upon a cumulative total of all items proposal; whichever method is determined to be in its best interests; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

Governing Law; Venue and Jurisdiction. ANY AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THE AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11. Alternatives

If alternate proposals are called for, the contract may be awarded at the election of the Governing Board to the responsible vendor based on the above criteria, or on the base proposal and any alternate or combination of alternates.

12. Evidence of Responsibility

Upon the request of the District, a vendor whose proposal is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the vendors financial resources, his experience in the field and his organization or other factors contributing to the successful execution and completion of the contract.

13. Proposal Deposit Return

Deposits of three or more low vendors, the number being at the discretion of the District, will be held for sixty (60) days or until posting by the successful vendor of the bonds and certificates of insurance as may be required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned. Proposal bond shall be in the amount equal to the sum of all lines.

14. Forfeiture for Failure to Execute Contract

In the event the vendor to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the vendor to whom the contract is awarded, the District may declare vendor's proposal deposit or bond forfeited as damages caused by the failure of the vendor to enter into the contract, and may award the work to the next lowest vendor, or may call for new proposals.

15. Anti-Discrimination

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The supplier agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the supplier agrees to require like compliance by any sub-suppliers employed on the work by him.

16. Brand or Trade Names as a Description

Certain specifications, brand names and the like are set forth for the purpose of setting a standard and are not intended to preclude any vendor from submitting a proposal who can substantially meet these specifications. Vendors may propose equipment equal to those specified herein, but each deviation from the specification must be set forth in detail.

17. Addenda

Addenda or changes to the project specification may be issued by the District prior to proposal opening and any addenda so issued must be included in the contractors' proposal cost.

18. Time for Opening

The date and time stated in the Notice Requesting Proposals, Schedule of Important Dates, and other places in this document is interpreted to mean the exact day and hour stated. That is if the closing time is **2:00 PM PST on Friday, December 9, 2022. Any Proposals received after this date and time will be deemed late and not accepted.** The proposals will be **opened and read in a closed session at the District Office at a time and date to be determined by the District after the closing date and time.**

19. Sample Documents

This proposal may contain sample documents, Proposal Bond, Performance Bond, Payment Bond, and Agreement. The bond documents are supplied for information but may be used in execution of the Proposal and resulting contract. However, Agreement is our preferred document. Under extreme circumstances, it may be modified based on comments supplied at the time of proposal, after review by legal counsel. If vendor chooses to use the sample bond documents, they must be executed by the appropriate surety. In the event of the Agreement, return a copy of the included document along with any proposed amendments as part of your proposal. If the vendor has no comment, be certain to return the Agreement marked, "Accepted without Comment."

20. References and Proposal Submission

All submittals shall include client references. All references shall reflect installations that have been successfully completed within K-12 educational institutions, and preferably for systems of the same type and size as proposal, and in the local geographical area (within 100 miles). References shall include:

- Customer name, contract, and title
- Address and telephone number
- Project and date completed

GENERAL CONDITIONS

1. **General**

All prices shall be quoted F.O.B. destinations, to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Proposals which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered.

2. **Alternative Offerings**

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be sued for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equivalent." Vendors may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed. Such specifications and samples must be furnished no later than five (5) days prior to proposal opening at no cost or obligation to the District for the purposes of testing and evaluation. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of proposal is made. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

3. **Piggybacking**

Pricing on this proposal shall be extended to other districts in Orange County or to any other district the vendor agrees to service at these prices per section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

4. **Market Price (If applicable)**

Market price shall be determined by soliciting two or more informal price Proposals for similar products or services contained in the contract. These informal Proposals may be secured from participants in the initial proposal as well as new sources of supply. However, in no event shall the prices come from prospective vendors who cannot comply with the original proposal specifications, terms, or conditions. Seller may propose market price changes to buyer for evaluation; buyer may in turn request price changes from seller.

5. **Freight Terms (If applicable)**

All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Proposals which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered. All cartons and other packaging materials to be removed from the site by the vendor or his agents.

6. **Shipments (If applicable)**

All line items shall be delivered to the District Warehouse, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by District warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.

7. **Marking of Packages (If applicable)**

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.

PROJECT BACKGROUND

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

PROJECT GOALS

The BUENA PARK SCHOOL DISTRICT is seeking telecommunication providers that are able to meet its data and telecommunication needs. The present system utilizes various levels and types of services at multiple locations. Attached **Appendix A** provides a listing of all facilities. Attached **Appendix B** provides site maps for all facilities. Attached **Appendix C** provides the BPSD - E-RATE CATEGORY 1 WIDE AREA NETWORK AND TELECOMUNICATIONS E-RATE YEAR 2023 (RFP # 11-04-2022-WAN) - response form sample.

QUALIFICATIONS

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

	Yes/No
1. The vendor must be able to guarantee network availability at least 99.9% of the time in a calendar month, and packet delivery of 99.9% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.	
Please elaborate:	
2. Does your company monitor all telecommunication and/or Internet services 24 hours per day, seven days per week, 365 days per year?	
Please elaborate:	
3. Can your company ensure BPSD 99.9% for all telecommunication and/or Internet service availability during each week of service provided with telecommunication and/or Internet service latency across your company's network, facilities and services not to exceed 30 milliseconds maximum?	

Please elaborate:	
4. Is your company able to provide, at no additional charge, immediate notification to BPSD network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within BPSD?	
Please elaborate:	
5. Please provide the process for BPSD to report any problems with the facilities, circuits, network or telecommunication and/or Internet services including the minimum response time.	
Please elaborate:	
6. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.	
Please elaborate:	
7. Your company will provide a non-performance policy with BPSD which provides BPSD a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within BPSD, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.	
Please elaborate:	
8. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?	

Please elaborate:	
9. Does your company agree that BPSD can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?	
Please elaborate:	

TRANSITION PLAN

As the cut-over date for any new carrier is **July 1st, 2023**, BPSD 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 BPSD transition team. The transition plan is to outline the expectations the supplier team would have of BPSD and the information or task BPSD is to provide the supplier and the date any information or task would be required.

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

WIDE AREA NETWORK PROJECT

Customer Requirements

- Wide Area Network Digital Transmission Services: Please provide quotes for the following bandwidths. It is the district's intent to award a contract with the ability to scale the bandwidth upwards as the district's needs increase over the duration of the contract. The District is looking for responses for solutions which provide a dedicated symmetric solution for speeds of 2 Gbps, 5 Gbps, 10 Gbps, and 20 Gbps.
 - 3 GBps with 10 Gbps Handoff
 - 5 GBps with 10 Gbps Handoff
 - 10 Gbps with 10 Gbps Handoff
- Internet Transport Services: Please provide quotes for the following bandwidths delivered to the Buena Park School District's District Office from the Orange County Office of Education.
 - 10 Gbps with 10 Gbps Handoff
 - 20 Gbps with 20 Gbps Handoff
- All handoffs to the District must be appropriate for the provided and selected bandwidths.
- Please provide quotes for a **36-month term with two, 12-month optional renewals**.
- Internal routing scheme can only be changed at the request of the district.
- **Each site shall interconnect to the District Office and the back-up Data center located at the Beatty address listed in Appendix A. WAN connections can Point-to-Point from each site back to District Office.**
- **Option for growth including, but not limited to, increases in bandwidth and/or additions of locations, as determined necessary by the District.**
- Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.

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

Information Requested

- Proposed solution pricing
 - **Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the Monthly Recurring Charges (MRC). DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the Data Center at the District Office shall be at each site's main data facility (MDF) or as identified by BPSD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.**
- MRC for initial contract month term as well as MRC starting with contract renewal term.
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Support agreements including response times.

***Voice Over Internet Protocol (VOIP) and Plain Old Telephone Services (POTS) are no longer eligible by E-Rate. Please provide quotes for the following Voice Over Internet Protocol (VOIP) Option and Plain Old Telephone Services (POTS) Option.**

VOICE OVER INTERNET PROTOCOL SERVICES (Non-E-rate)

Customer Requirements

- Voice Over Internet Protocol (VOIP) Services: Please provide quotes to support the District's current self-hosted Cisco VOIP for all currently owned DID numbers.
- There are 373 phone numbers that will be ported
- Provide VOIP WAN (at minimum two T-1 connections) service to the District's main Cisco 4000 Series Integrated Services Router (ISR).
- Transport all PRIs to SIPs or provide alternative solution.
- Please provide quotes for a **36-month term with two, 12-month optional renewals**.
- 911 and E911 services will be maintained.
- Port all analog backup number for VOIP gateways.
- **Option for growth including, but not limited to, increases in bandwidth, additional DID blocks, and/or additions of locations, as determined necessary by the District.**
- Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. *The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.*
- All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to BPSD. All vendor equipment installed shall be under repair maintenance at no cost to BPSD for the life of the contract agreement.

Information Requested

- Proposed solution pricing
 - **Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the Monthly Recurring Charges (MRC). DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the Data Center at the District Office shall be determined by BPSD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.**
- MRC for initial contract month term as well as MRC starting with contract renewal term.
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Support agreements including response times.

PLAIN OLD TELEPHONE SERVICES (Non-E-rate)

Customer Requirements

- Plain Old Telephone Services (POTS): Please provide quotes to support the District's current POTS lines at all our sites
- Please provide local and long-distance quotes for a **36-month term** with **two, 12-month optional renewals**.
- All existing phone numbers will need to be ported over.
- All 911 services will need to be maintained.
- Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.
- All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to BPSD. All vendor equipment installed shall be under repair maintenance at no cost to BPSD for the life of the contract agreement.

Information Requested

- Proposed solution pricing
 - **Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the Monthly Recurring Charges (MRC). DISTRICT WILL NOT BE RESPONSIBLE FOR ANY EASEMENT/RIGHT OF WAY COSTS INCURRED BY THE PROPOSER WHILE IMPLEMENTING THE SOLUTION. The Minimum Point of Entry (MPOE) and Demarcation point at each site and in the Data Center at the District Office shall be determined by BPSD technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point.**
- MRC for initial contract month term as well as MRC starting with contract renewal term.
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with growth option (as stated above).
- Support agreements including response times.

INSTRUCTIONS TO VENDORS

General Information

All responses shall conform to instructions provided in this Request for Proposal (RFP) document.

Mandatory Job Walk

All vendors are required to attend a mandatory job walk of the DEMARC to MPOE on **Tuesday, November 15th, @ 10:00 AM PST at the District Office at 6885 Orangethorpe Ave, Buena Park, CA 90620**. All vendors must sign in and sign out at the completion of the job walk. Any vendor not present will be disqualified.

Evaluation Criteria

Per California Public Contract Codes section 20118.2, the District may include other factors in addition to price for the evaluation of proposals submitted. 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 vendor'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 considerations in evaluating all submitted proposals and in the selection of a Vendor:

Category	Points
Cost of E-rate Eligible Services/equipment	40%
Cost of E-rate Ineligible Services/equipment	5%
Scope of Work and Specification Compliance <ul style="list-style-type: none">- Proposal meets or exceeds all technical requirements- Compatibility with existing systems- Ease of interoperability with existing systems- Implementation timeline consistent with expectation	30%
Vendors Capabilities <ul style="list-style-type: none">- Ability to deliver services at the start of funding year	10%
Local Vendor within 100 miles	5%
Experience with the District	10%
<i>Total Possible</i>	100%

Installation Timeline

No billing can take place prior to July 1, 2023 though start of work can begin as early as January 1, 2023 in order to meet this deadline and maintain compliance with the E-Rate Program rules.

Contract Term

The initial Contract Term for Services requested under this RFP, shall begin on the date installation is completed and shall continue for a period of 36-months. Upon expiration of the initial Contract Term, the district has the option to renew for an additional two 12-month terms.

Vendor Agreement

Vendors must **submit a signed agreement for their proposed solution as part of the RFP response prior to the deadline**. The agreement must be signed by the vendor and if not included, the district has the right to **disqualify** the vendor and not accept the proposal.

Deadline for Request for Proposal Submittal

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the RFP requirements

Request for Proposal Preparation Cost

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the RFP.

Vendor Qualifications

Any individual firm submitting a proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in the Services Required section of this RFP. The vendor shall provide three (3) California K-12 references consisting of similar work and scope.

Request for Proposal Submission Requirements

All responses to this RFP shall submit a digital copy in PDF format. Digital submissions can be provided on a submitter furnished USB pen drive, or via the following link: www.bpsd.us/submissions/. Proposal submitters may submit a hard copy of their proposal as well. Hard copy submitters must provide three (3) original sealed copies of the proposal submittal. Hard copies or digital PDF on a USB pen drive shall be submitted no later than **2:00pm PST, Friday, December 9th, 2022, at the District Office, located at 6885 Orangethorpe Ave., Buena Park, CA 90620, in care of the Chief Operating Officer**, and clearly marked "BPSD - E-RATE CATEGORY 1 WIDE AREA NETWORK AND TELECOMMUNICATIONS E-RATE YEAR 2023 (RFP # 11-04-2022-WAN)". Hard copies shall be delivered to:

**Buena Park School District
ATTN: COO
6885 Orangethorpe Ave.
Buena Park CA 90620**

Proposals will be opened and read in a closed session at the District Office at a time and date to be determined by the District.

Any inquiries should be submitted in writing to: Mike Magboo via e-mail: mmagboo@bpsd.us No later than **2:00pm PST on Monday, November 21, 2022 and will be answered Wednesday, November 23, 2022.**

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

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

1. Cover Letter/Letter of Interest
2. Table of Contents
3. Vendor Company Data
4. Experience and Client References
5. Technical Capabilities
6. Cost Proposal
7. Vendor Agreement ****SIGNED**
8. Transition Plan
9. E-rate Supplemental Terms and Conditions ****SIGNED**

References

Before awarding any contract, the DISTRICT reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical, and other qualifications as well as relevant experience and skills of the vendor.

PAYMENT AND FUNDING

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

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

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

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, 2023.
- 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 2023 funding year (July 1, 2023). 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 (If applicable)

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: _____

APPENDIX A

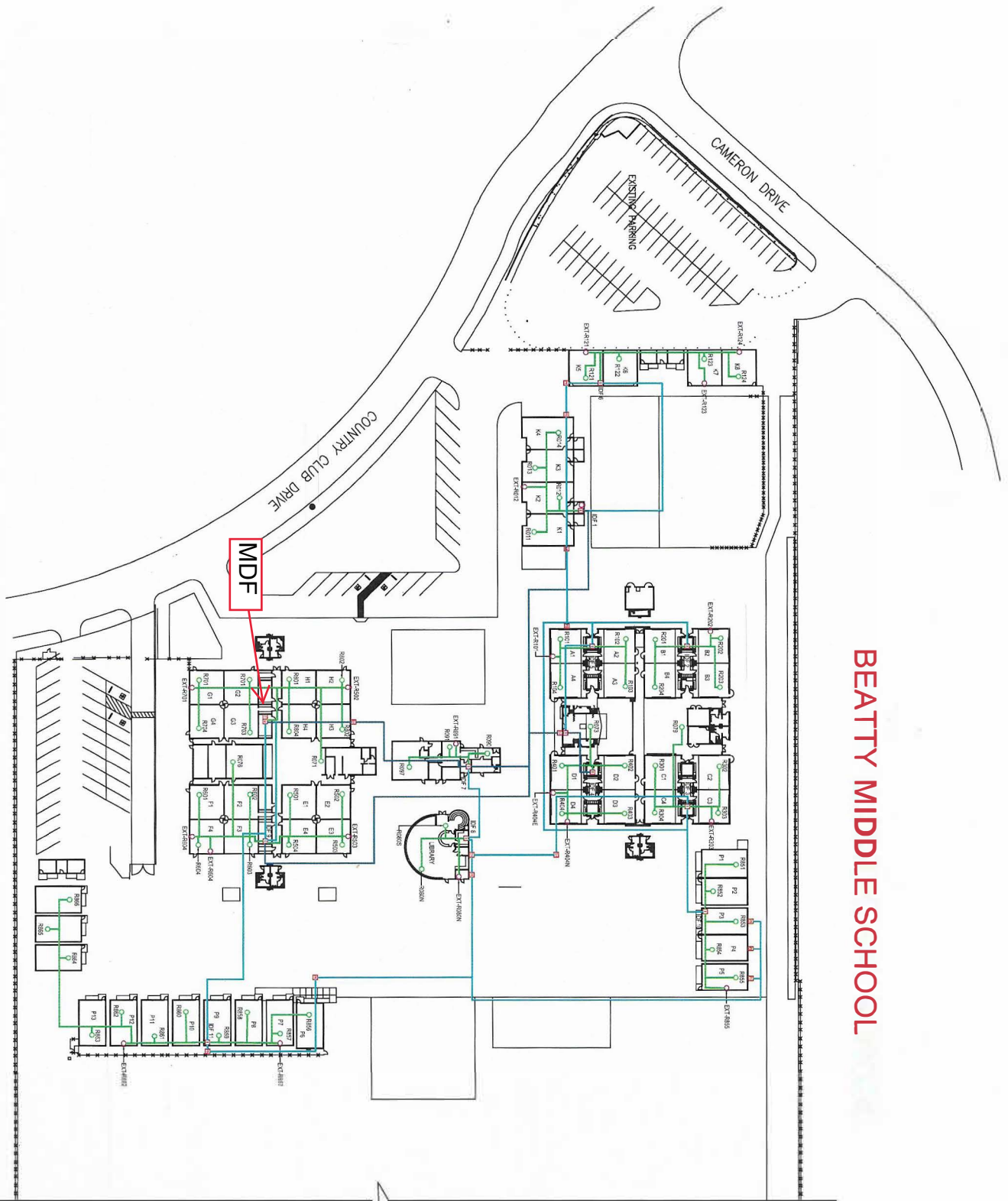
Locations for Point-To-Point

- 1- **Beatty Middle School (MDF) - 8201 Country Club Drive Buena Park CA 90621**
- 2- **Corey Elementary School (MDF) - 7351 Holder street Buena Park CA 90620**
- 3- **Emery Elementary School (MDF) - 8600 Somerset street Buena Park CA 90621**
- 4- **Gilbert Elementary School (MDF) - 7255 West Eight Street CA 90621**
- 5- **Pendleton Elementary School (MDF) - 7101 Stanton Avenue Buena Park CA90621**
- 6- **Whitaker Elementary School (MDF) - 8401 Montana street Buena Park 90621**
- 7- **Buena Park Middle School (MDF) - 6931 Orangethorpe Avenue Buena Park CA 90620**
- 8- **NOC – Buena Park District Office (MDF) - 6885 Orangethorpe Avenue Buena Park CA 90620**
- 9- **Transport to Orange County Department of Education (OCDE) - 200 Kalmus Dr. Costa Mesa CA 92626**

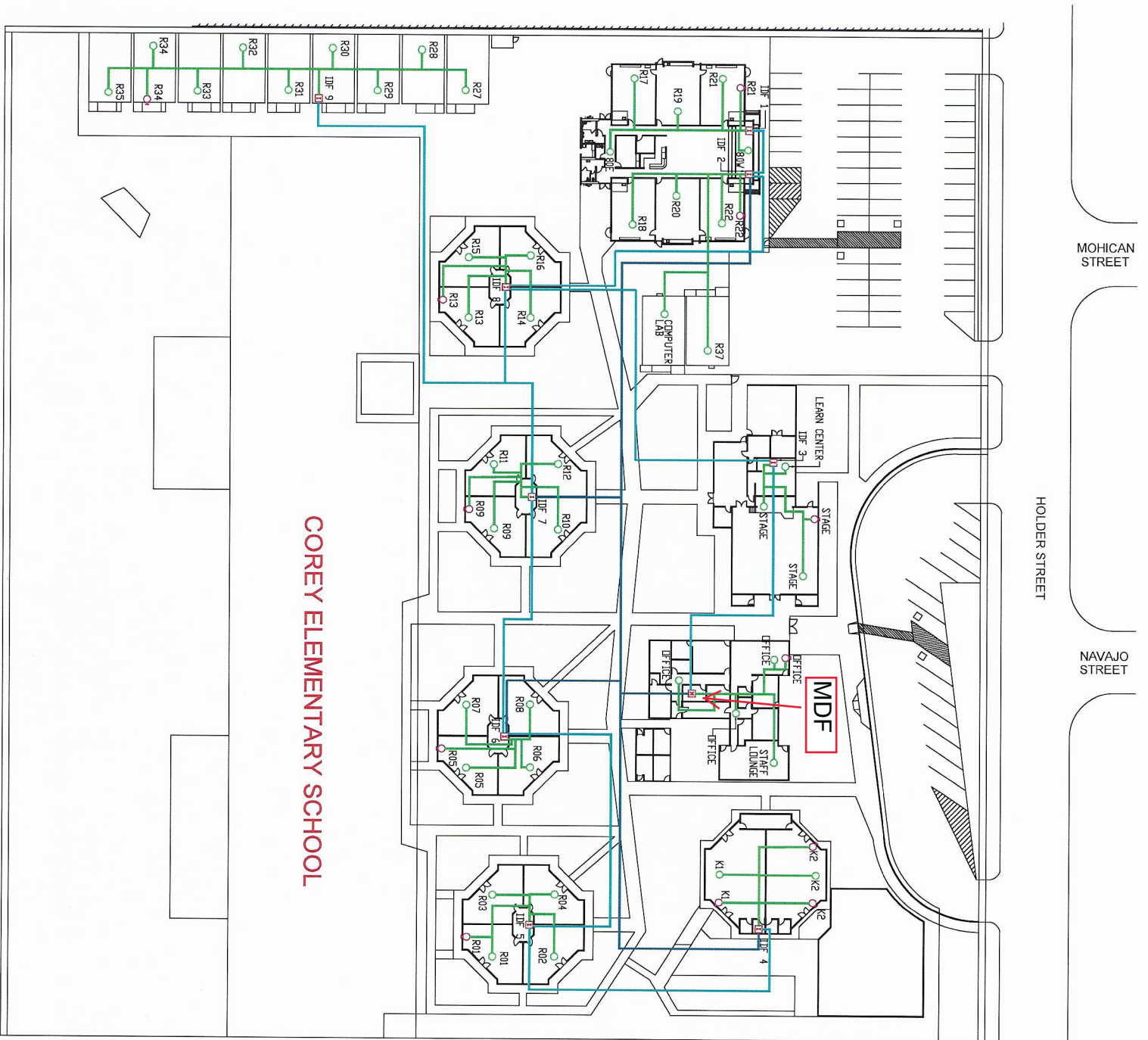
APPENDIX B

Site Diagrams

BEATTY MIDDLE SCHOOL



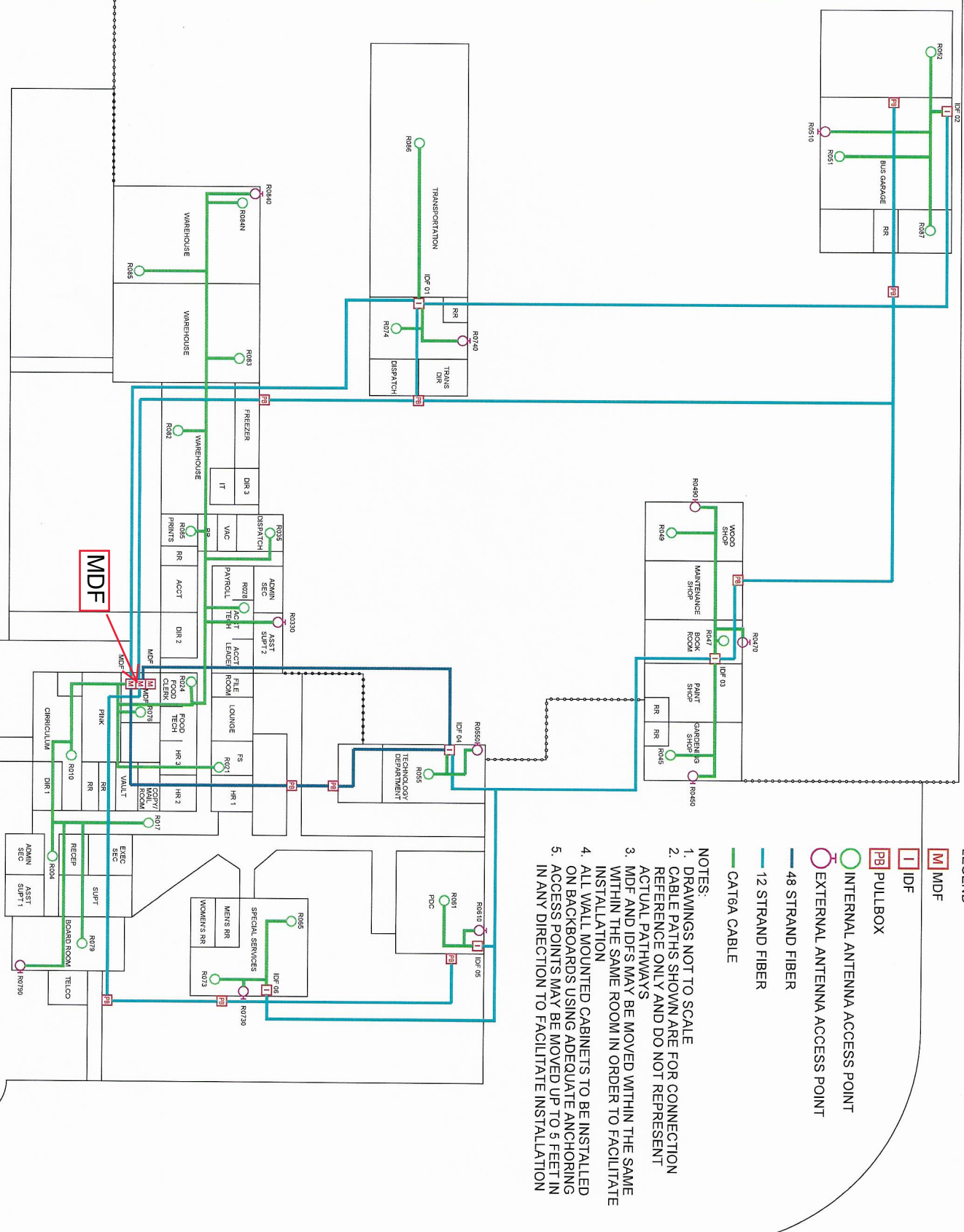
- LEGEND**
- MDF
 - PULL BOX
 - INTERNAL ANTENNA ACCESS POINT
 - EXTERNAL ANTENNA ACCESS POINT
 - 48 STRAND FIBER
 - 12 STRAND FIBER
 - CATV CABLE
- NOTES:**
1. SEE SCHEDULE FOR TO SCALE
 2. CABLE PATHS SHOWN ARE FOR CONNECTION
 3. ACTUAL PATH MAY VARY TO FACILITATE
 4. INSTALLATION IN ROOMS SHOWN TO FACILITATE
 5. ANTENNA ACCESS POINTS TO BE INSTALLED
 6. ON CABLES USING ANTENNA ACCESS POINTS
 7. IN ANY DIRECTION TO FACILITATE INSTALLATION



COREY ELEMENTARY SCHOOL

- LEGEND**
- [M] MDF
 - [I] IDF
 - [P] PULLBOX
 - INTERNAL ANTENNA ACCESS POINT
 - EXTERNAL ANTENNA ACCESS POINT
 - 48 STRAND FIBER
 - 12 STRAND FIBER
 - CAT6A CABLE
- NOTES:**
1. DRAWINGS NOT TO SCALE
 2. CABLE PATHS SHOWN ARE FOR CONNECTION REFERENCE ONLY AND DO NOT REPRESENT PERMANENT INSTALLATION
 3. MDF AND IDFS MAY BE MOVED WITHIN THE SAME WITHIN THE SAME ROOM IN ORDER TO FACILITATE INSTALLATION
 4. ALL WALL MOUNTED CABINETS TO BE INSTALLED ON BACKBARS USING ADEQUATE ANCHORING IN ACCESS POINTS MAY BE MOVED UP TO 5 FEET IN ANY DIRECTION TO FACILITATE INSTALLATION

DISTRICT OFFICE



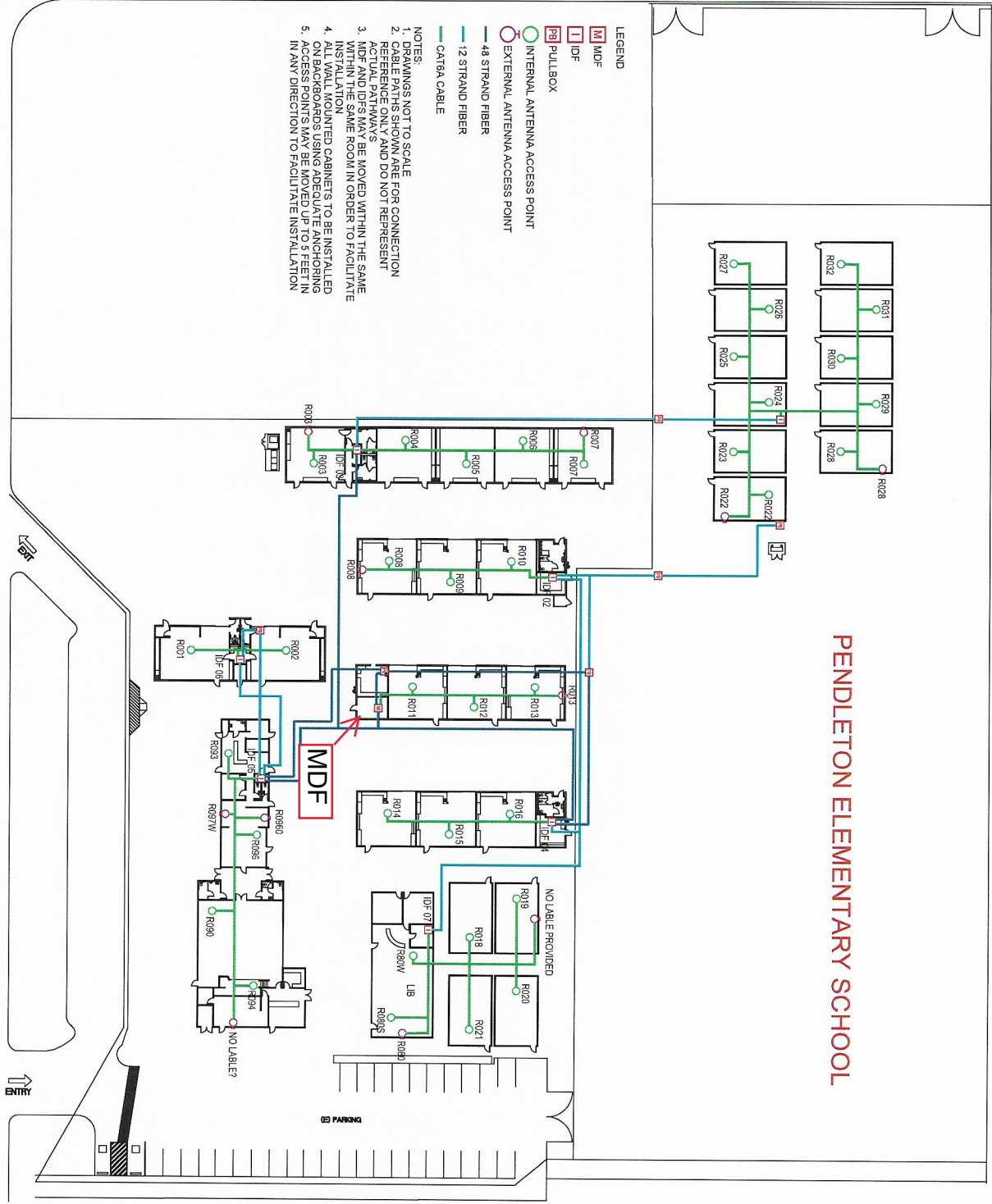
- LEGEND**
- M MDF
 - I IDF
 - PB PULLBOX
 - INTERNAL ANTENNA ACCESS POINT
 - EXTERNAL ANTENNA ACCESS POINT
 - 48 STRAND FIBER
 - 12 STRAND FIBER
 - CAT6A CABLE
- NOTES:**
1. DRAWINGS NOT TO SCALE
 2. CABLE PATHS SHOWN ARE FOR CONNECTION REFERENCE ONLY AND DO NOT REPRESENT ACTUAL PATHWAYS
 3. MDF AND IDFS MAY BE MOVED WITHIN THE SAME WITHIN THE SAME ROOM IN ORDER TO FACILITATE INSTALLATION
 4. ALL WALL MOUNTED CABINETS TO BE INSTALLED ON BACKBOARDS USING ADEQUATE ANCHORING
 5. ACCESS POINTS MAY BE MOVED UP TO 5 FEET IN ANY DIRECTION TO FACILITATE INSTALLATION

PENDLETON ELEMENTARY SCHOOL

PAGE STREET

STANTON AVENUE

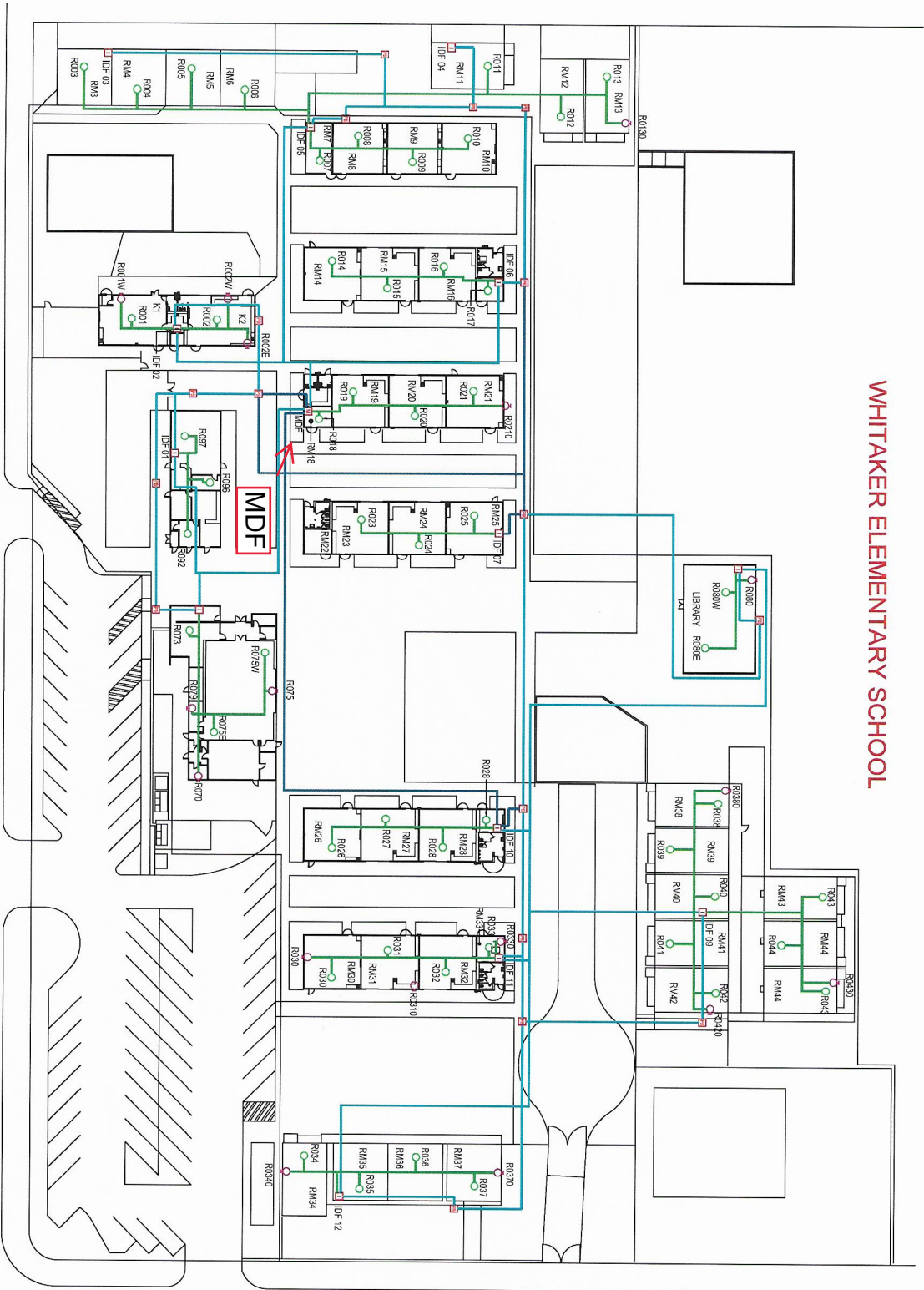
- LEGEND**
- M MDF
 - IDF IDF
 - PB PULL BOX
 - INTERNAL ANTENNA ACCESS POINT
 - EXTERNAL ANTENNA ACCESS POINT
 - 48 STRAND FIBER
 - 12 STRAND FIBER
 - CAT6A CABLE
- NOTES:**
1. DRAWINGS NOT TO SCALE
 2. DRAWINGS NOT TO SCALE FOR CONNECTION POINTS AND DO NOT REPRESENT ACTUAL PATHWAYS
 3. MDF AND IDFS MAY BE MOVED WITHIN THE SAME INSTALLATION
 4. ALL WALL MOUNTED CABINETS TO BE INSTALLED WITHIN THE SAME ROOM IN ORDER TO FACILITATE INSTALLATION
 5. ACCESS POINTS MAY BE MOVED UP OR DOWN IN ANY DIRECTION TO FACILITATE INSTALLATION



WHITAKER ELEMENTARY SCHOOL

MONTANA STREET

DALE STREET



- LEGEND
- M MDF
 - I IDF
 - PB PULL BOX
 - A EXTERNAL ANTENNA ACCESS POINT
 - I INTERNAL ANTENNA ACCESS POINT
 - 48 STRAND FIBER
 - 12 STRAND FIBER
 - CAT5A CABLE
- NOTES
1. DRAWINGS NOT TO SCALE
 2. CABLE PATHS SHOWN ARE FOR CONNECTION REFERENCE ONLY AND DO NOT REPRESENT ACTUAL DRAWINGS
 3. ALL NETWORK CABINETS TO BE MOVED WITHIN THE SAME WITHIN THE SAME ROOM IN ORDER TO FACILITATE INSTALLATION
 4. ALL WALL MOUNTED CABINETS TO BE INSTALLED ON BACKWARDS USING ADEQUATE ANCHORING
 5. ALL NETWORK CABINETS TO BE MOUNTED IN STEEL IN ANY DIRECTION TO FACILITATE INSTALLATION

