

**Request for Proposal Number RFP #ISP 2017-2018
DIGITAL TRANSMISSION SERVICES AND INTERNET ACCESS**

**Discovery Charter Preparatory School
13570 Eldridge Ave.
Sylmar, CA 91342**

Issue Date: November 30, 2016

470 Posting Date: November 30, 2016

RFI Due Date: Thursday, January 12, 2017 by 2:00 PM

Bid Submittal Date/Time: Monday, January 23, 2017 at 2:00 PM

**DISCOVERY CHARTER PREPARATORY SCHOOL
TELECOMMUNICATIONS
Service Provider Criteria and Contract Requirements**

The requirements outlined in this document will apply to all contracts entered into as a result of the posting of E-Rate Form 470 as set forth below:

Project Goals

DISCOVERY CHARTER PREPARATORY SCHOOL is seeking a single telecommunications provider that will be able to meet its bandwidth needs.

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
<p>1. The vendor must be able to guarantee network availability at least 99.5% of the time in a calendar month, and packet delivery of 99.5% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.</p>	
Please elaborate:	
<p>2. Does your company monitor all telecommunication services 24 hours per day, seven days per week, 365 days per year?</p>	
Please elaborate:	
<p>3. Is your company able to provide, at no additional charge, immediate notification to DISCOVERY CHARTER PREPARATORY SCHOOL network department representative of any and all telecommunications service outages or anomalies which affect the use of the service to DISCOVERY CHARTER PREPARATORY SCHOOL?</p>	
Please elaborate:	

<p>4. Please provide the process for DISCOVERY CHARTER PREPARATORY SCHOOL to report any problems with the facilities, circuits, network or telecommunications services including the minimum response time.</p>	
<p>Please elaborate:</p>	
<p>5. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.</p>	
<p>Please elaborate:</p>	
<p>6. Your company will provide a non-performance policy with DISCOVERY CHARTER PREPARATORY SCHOOL which provides DISCOVERY CHARTER PREPARATORY SCHOOL a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within DISCOVERY CHARTER PREPARATORY SCHOOL, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.</p>	
<p>Please elaborate:</p>	
<p>7. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?</p>	
<p>Please elaborate:</p>	
<p>8. Does your company agree that DISCOVERY CHARTER PREPARATORY SCHOOL can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered?</p>	
<p>Please elaborate:</p>	

TRANSITION PLAN

As the cut-over date for any new carrier is desired on July 1, 2017, **DISCOVERY CHARTER PREPARATORY SCHOOL** requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the **DISCOVERY CHARTER PREPARATORY SCHOOL** transition team. The transition plan is to outline the expectations the supplier team would have of **DISCOVERY CHARTER PREPARATORY SCHOOL** and the information or task **DISCOVERY CHARTER PREPARATORY SCHOOL** is to provide the supplier and the date any information or task would be required.

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

Evaluation Criteria

Price is the most heavily weighted factor in selecting the awarded Service Provider	40%
Ability to deliver services within desired timeframe	15%
Understanding of needs.....	15%
Past successful E-Rate experience	15%
Completeness of response.....	15%
TOTAL: 100%	

Applicant will score all responses submitted within the guidelines noted above, using the rubric/ matrix scoring system. **DISCOVERY CHARTER PREPARATORY SCHOOL** reserves the right to amend the vendor selection process.

Customer Requirements

- Option for growth including, but not limited to, increases in service 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.*

Specifications (Based on District's Needs)

Due to the geographic region that the District Office currently serves, quantities and regions can be best estimated and described. The District is open to solutions that will replace and/or update current services as follows:

- Digital Transmission Lines for the District Office
 - Pricing and scalability (at District's discretion) for
 - 100 MB
 - 500 MB
 - 1 GB

Information Requested

- Proposed solution pricing
 - Please use attached worksheet "***Discovery Charter Prep ISP RFP Pricing Module Worksheet.xls***" for submission of pricing.
- Contract term
 - Please provide pricing based upon 12 month, 24 month, 36 month, 48 month, and/or 60 month contract terms. Contracts may not exceed 60 months per California Education Code, Section 17596.
- 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.
- Timeline (see transition plan) stating number of days that services will be operational from date of order.
- Provide a minimum of three K-12 public school district references within California.

Instructions to Vendors

General Information

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

Deadline for RFP Submittal

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

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 **DISCOVERY CHARTER PREPARATORY SCHOOL**. **DISCOVERY CHARTER PREPARATORY SCHOOL** 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.

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.

Right to Reject Any and All Quotes

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

Vendor Site Walks

Vendors may walk the sites in order to inspect entrance facilities – Demarc to MPOE. Site walks are available upon appointment. To make a site walk appointment, contact Sheryl Schubert via e-mail at sschubert@discoveryprep.org. All site walks must take place prior to **Thursday, January 12, 2017**.

Request for Information (RFIs)

All RFIs (Request for Information) must be submitted in writing to sschubert@discoveryprep.org no later than **Thursday, January 12, 2017 by 2:00 pm**.

No phone calls will be accepted.

Due Date: Proposals must be received in writing by **2:00 PM local time (PST) on Monday, January 23, 2017** to:

**Discovery Charter Preparatory School
Attention: Sheryl Schubert
13570 Eldridge Ave. Sylmar, CA 91342**

Proposals received after the exact time and date noted will NOT be considered for the bid process.

Request for Proposal Schedule

RFP Offered:	Wednesday, November 30, 2016
RFIs must be submitted by:	Thursday, January 12, 2017 by 2:00 PM
Bid Closing:	Monday, January 23, 2017 at 2:00 PM PST.
Selection and Board approval of contract:	On or before 471 filing date deadline
Award of project:	Contingent upon funding from the SLD

The attached E-rate Supplemental Terms and Conditions are recommended points to consider including in your e-rate procurement documents. CSM, Inc. shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses, resulting from the service provider's non-response or incomplete response and/or the service provider's inaccurate, invalid, incorrect, or incomplete submission of information.

E-rate Supplemental Terms and Conditions

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

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 RFQ.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. 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, 2017.

- 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 three (3) days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION


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 RFQ shall be delivered no earlier than the start of the 2017 funding year (July 1, 2017). 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.

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 (6) months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*


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

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

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 and certification 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 RFQ 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 RFQ, 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.

Right to Reject Any and All Quotes

The Applicant reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.

In addition, the Applicant reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in opinion of the District, substantially equal or better in every respect to that specified, then service provider

shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Without such documentation, the District cannot accept the argument on functionality equivalent or better based on cost alone. Products must be compatible with existing systems. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

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: _____