

Request for Proposal #2021-EXCELSIOR-WAN

Multi-year Contract for E-rate Eligible Wide Area Network (WAN) Services

FCC FORM 470 # 210005304

**Excelsior Charter Schools
Technology Department
15505 Civic Drive
Victorville, CA, 92392
760-245-4262**

E-rate Funding Year 24 (2021-2022)

NOTICE TO BIDDERS

1. NOTICE IS HEREBY GIVEN Excelsior Charter Schools (“Excelsior” or “Charter”) wishes to receive proposals for Wide Area Network services for E-Rate Funding Year 23 (2021-2021). The Charter has a total of 9 schools and an operational facilities including the Central Office that is currently connected by a fully managed private WAN connected via 1000 Mbps connections provided by **Spectrum**.
2. The Charter wishes to receive vendor proposals covering the terms described below:
 - a. THREE years plus Two (2)- One year Optional Extensions (July 1, 2021-June 30, 2024)
 - b. FIVE year terms (July 1, 2021-June 30, 2026)
3. The Charter will post the RFP, Prequalification documents, and Form 470 on the USAC EPC Portal site <https://portal.usac.org/suite/> and the Excelsior website: www.excelsior.com . In the event that there is a discrepancy in documentation posted in multiple locations, the controlling (master) document will always be located at the Charter’s website.
4. Questions relating to this RFP must be provided in writing and emailed to erate@excelsior.com. The subject line must read “BID 2021-EXCELSIOR-WAN”
 - a. The last day to ask questions is 10:00 AM PST on Monday, DECEMBER 21, 2020.
 - b. Answers to questions will be posted to the Charter website as well as USAC’s EPC portal on Monday DECEMBER 28, 2020.
5. Sealed proposals must be received by the Charter no later than **2:00 P.M. PST on JANUARY 8, 2021**.

**Excelsior Charter Schools
TECHNOLOGY DEPARTMENT
15505 Civic Drive
Victorville, CA 92392
ATTN: JON MCKINNEY**

6. **If awarded the contract, the successful Bidder shall be required to furnish**
 - i. A 100% Performance Bond,
 - ii. Criminal Background Investigation/Fingerprinting Certification.
7. Excelsior reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any Bid Proposal Package, as the interest of the EXCELSIOR CHARTER SCHOOLS may require. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

Published:

11/30/2020 & 12/7/2020

**EXCELSIOR CHARTER SCHOOLS
RFP # 2021-EXCELSIOR-WAN**

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**RFP # 2021-EXCELSIOR-WAN
PROJECTED CALENDAR OF EVENTS**

RFP Issue Date	11/30/2020
Run Date of Advertisement's #1 & #2	11/30/2020 & 12/07/2020
Questions Due	12/21/2020 (10:00 AM)
*Submit Questions to: erate@excelsior.com	
Answers Posting (EXCELSIOR website &EPC web portal)	12/28/2020
RFP Due Date and Time	01/08/2021 (2:00 PM)

GENERAL TERMS AND CONDITIONS

General This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

Bid Proposals To receive consideration, Bid Proposals shall be made in accordance with the following instructions:

Deadline for Receipt of Proposals Proposals will be received prior to **2:00 PM on January 8, 2021** after which time the proposals will be opened and reviewed by the evaluation committee. Envelopes containing a proposal must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of proposer, and submitted to:

**EXCELSIOR CHARTER SCHOOLS
TECHNOLOGY DEPARTMENT
15505 Civic Drive
Victorville, CA 92392
ATTN: JON MCKINNEY**

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. **Facsimile (FAX) copies of the proposal will not be accepted.**

Questions must be sent to JON MCKINNEY, Director of Technology at erate@excelsior.com and must be received by **10:00 AM PST on December 21, 2020**. Questions received after that date will not be answered. Excelsior is required to post both this RFP and Form 470 on the USAC EPC Portal site <https://portal.usac.org/suite/>. Questions and responses will be posted on the Charter's website and the EPC portal site on **December 28, 2020**. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located at <https://excelsior.com/wp-content/uploads/2020/11/2021-excelsior-wan.pdf>

1. Proposals shall be received at the TECHNOLOGY DEPARTMENT, **15505 Civic Drive, Victorville, CA 92392**, before 2:00 PM on **January 8, 2020**. Late submissions will not be accepted or considered.

THE BID – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the bid. Unsigned bids will not be accepted.

FAX BIDS – Facsimile copies of bids will not be accepted for formal advertised bids.

DEFINITIONS – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

NAME AND NATURE OF BIDDER’S LEGAL ENTITY – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the Charter’s consent or bidder’s recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the Charter.

BID NEGOTIATIONS – A bid response to any specific item of this bid with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponse to the specific item.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the Charter for as long as the lower prices are in effect, but at no time shall the prices charged the Charter exceed the prices bid. The Charter shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school Charter or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

TAXES – Taxes shall not be included in unit prices. The Charter will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the Charter and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school Charters are exempt therefrom. The Charter, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

PERFORMANCE GUARANTEE – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the Charter’s Purchasing Agent. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the Charter and filed with the Purchasing Agent is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

BRAND NAME AND NUMBER – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Purchasing Agent to be equal in all respects to that specified. If samples are requested by the Purchasing Agent for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the Charter’s sample or the sample furnished by the bidder(s) and accepted by the Charter. Materials or supplies which, in the opinion of the Purchasing Agent, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the Charter premises at the bidder’s expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

CHARTER REQUIREMENTS – The quantity shown is the estimate of consumption annually for the contract period. The needs of the Charter may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The Charter shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The Charter reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

ACCEPTANCE OR REJECTION OF BIDS – The Charter may purchase an individual item or combination of items, whichever is in the best interest of the Charter, provided also that bidder(s) may specify that the Charter’s acceptance of one item shall be contingent upon the Charter’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

AWARDS – The Charter reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the Charter and the bidder’s acceptance of these Bid Instructions and Conditions.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the Charter as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48” long by 40” wide. All shipments shall be accompanied by a packing slip and the Charter purchase order number shall appear on all cases and packages.

MATERIAL SAFETY DATA SHEETS – For all products requiring a Material Safety Data Sheet – The Charter requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

DEFAULT BY CONTRACTOR – The Charter shall hold the bidder(s) responsible for any damage, which may be sustained due to failure to comply with any terms or conditions, listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the Charter may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by

such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the Charter at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the Charter from the bidder, or deducted from any funds due the bidder.

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Excelsior as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to Accounts Payable, **15505 Civic Drive, Victorville, CA 92392**. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE Charter and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The Charter shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized Charter Representative.

MISCELLANEOUS PROVISIONS:

- A. **Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the Charter.
- B. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and Charter and their respective successors and assigns.
- C. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- D. **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

- E. **Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- F. **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- G. **Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless Excelsior, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the Charter, it's officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the Charter.
- H. **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- I. **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in San Bernardino.
- J. **Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- K. **Contract Documents** – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the Charter, the purchase order, and

all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

- L. **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the Charter.

- M. **Anti-discrimination** – It is the policy of the Excelsior Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

- N. **Termination Without Cause** – This Agreement may be terminated by the Charter upon giving thirty days advance written notice of an intention to terminate.

- O. **Product Shortages** – If the successful bidder is unable to supply any product listed herein, the Charter may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

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, 2021.
- 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 REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of “Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs” (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>**

- 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 2021 funding year (July 1, 2021). 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: _____

NONCOLLUSION DECLARATION
(TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL)

Excelsior Charter Schools

RFP No. 2021-EXCELSIOR-WAN
Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) Services

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

RFP No. 2021-EXCELSIOR-WAN

**Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) Services**

Proposal Submitted by:

To be signed by authorized company agent.

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

Federal Tax ID #

SPIN #

RFP No. 2021-EXCELSIOR-WAN

**Multi-Year Contract for
E-rate Eligible
Wide Area Network (WAN) Services**

SERVICE PROVIDER PRIMARY CONTACT

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

REQUESTED SERVICES AND CHARTER TOPOGRAPHY

EXCELSIOR CHARTER SCHOOLS (“EXCELSIOR”) is soliciting proposals for private (non-shared) Wide Area Network (WAN) services, specifically a fiber-connected metro-area layer 2 backbone network. EXCELSIOR currently has a WAN with NINE (9) school sites and facilities connected through SPECTRUM network. The requested WAN services will terminate at 18422 BEAR VALLEY ROAD, BUILDING 11-B, VICTORVILLE, CA 92395 and provide connectivity for all EXCELSIOR school sites and facilities. A list of these sites, street addresses and required Committed Information Rates (“CIR”) appear in “**Appendix A**” of this RFP.

This project may be contingent upon approved project funding from the federal E-rate program (Schools and Libraries Division, or “SLD”). EXCELSIOR may or may not undertake this project at its sole discretion. In addition, EXCELSIOR 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.

Service Providers will bid only Category 1 eligible products and services necessary to deliver the requested services.

The **Charter** may consider contracts with flexible terms to allow for growth/reduction in services to accommodate an increase/decrease in the number of sites, users, and/or bandwidth.

Service Providers submitting proposals in response to this FCC Form 470 must be in compliance with the rules and orders governed by the Federal Communications Commission. Failure to be in compliance and remain in compliance may result in the denial of discount funding, and/or cancellation of funding commitments and/or contracts, and/or could result in civil or criminal prosecution by law enforcement authorities.

Service Providers submitting proposals must do so in good faith of compliance with the Lowest Corresponding Price (LCP) Rule (see 47 CFR Part 54 Section 54.500(f)). Service Providers submitting proposals must be in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. Any offering of free services must be clearly identified in service providers’ bids.

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 timely, Applicant will only be responsible for paying its non-discounted share. The Service Provider acknowledges that all pricing and technology infrastructure information in its contract shall be considered as public and non-confidential pursuant to CFR Part 54 Section 504 (2)(i)(ii).

WAN REQUIREMENTS

The services requested will include upgrades to our existing WAN CIR's. Service must be capable of delivering a minimum (CIR) of 1000Mbps/second ("Mbps") using Layer 2 Ethernet protocol over fiber to each site.

- a. The Charter Data Center located in 18422 BEAR VALLEY ROAD, BUILDING 11-B, VICTORVILLE, CA 92395 is to serve as the termination point for the network. At present, 5 EXCELSIOR sites that are connected via 1000Mbps/second or 10000Mbps/second service connections. With this RFP, EXCELSIOR intends to modify current aggregate bandwidth to sites (See "Appendix A" for details). The assignment of schools to particular network segments for bundling is at the discretion of the service provider.
- b. All FIVE (5) EXCELSIOR school sites and facilities shall have a minimum data connection CIR of 1000 Mbps full-duplex; up to a CIR of 10000 Mbps full duplex in 5000Mbps INCREMENTS.
- c. EXCELSIOR desires the ability to vary 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.
- d. The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each school directly to the Charter Data Center on a full availability basis, 24/7. This service can be aggregated at the design of the carrier so as not to have 8 individual circuits terminating directly at the Charter Data Center.
- e. The service hand-off at all sites shall terminate on an RJ45 standard Ethernet jack with a 1 Gigabit full duplex handoff, or fiber equivalent compatible with LC-style GBIC connectors. The precise site location of the MPOE or DEMARC, or "handoff point" shall be determined by EXCELSIOR Network and Engineering staff at the sites listed in **Appendix "A"** of this RFP.
- f. The Charter 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 Central Office or MPLS or some other "partitioning" scheme. The Vendor is directed to describe in detail how this will work in their proposal.
- g. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly. As part of the proposal, the vendor will make known the space requirements for installed equipment at sites and Central Office. Network outage resolution should be coordinated with EXCELSIOR technical staff.

- h. The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate response times delineated in proposal. The vendor will provide critical alerts to EXCELSIOR Technical Contacts via email, and notification of service outages via telephone to EXCELSIOR Technical Contacts along with status and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.
- i. The circuits shall be capable of carrying multiple protocols such as IP Data, Voice over IP (VoIP) telephony, streaming digital video, teleconferencing, etc. Jitter and latency shall be within industry accepted limits for typical services of these types. The WAN must support the transmission of QoS (“Quality of Service”) tags implemented by EXCELSIOR between endpoints.
- j. All equipment including but not limited to switches, cabling, connectors, etc. 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. Each endpoint must be capable of operating for a minimum of 30 minutes in the event of local power failure. Specifically, the equipment providing the WAN handoff at each site must be protected by a suitably sized uninterruptable power supply (“UPS”).
- k. Currently EXCELSIOR’s MDF’s have either four-post or two-post racks in each location with a minimum of 3U available space for vendor equipment. Vendor is responsible for providing any additional racks or hardware for mounting vendor equipment.
- l. The network must be fully operational by July 1, 2021 . The term “fully operational” is defined as error free network connectivity at the specified CIRs, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of CIR, jitter, latency, and interface error metrics for each endpoint.
- m. Contract must provide cancellation of services without financial penalties if a school is closed. Charter may cancel services to a school without penalties after a 30-day notice to vendor.
- n. Special construction costs (curb to MPOE) should be amortized over the initial contract term as part of the MRC. EXCELSIOR 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 shall be determined by Excelsior’s technical staff. All cost proposals must include pricing to install services to the MPOE and Demarcation point

QUALIFICATIONS

All vendors submitting proposals must demonstrate the ability to participate in the E-rate Program (i.e. must possess a SPIN number). The Vendor must demonstrate to EXCELSIOR '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 SAN BERNARDINO COUNTY area for the next ten (10) 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.

CONTRACT TERM

EXCELSIOR will be seeking a contract length of three (3) years with the option of extending the contract with two (2) – one (1) year extensions or a five (5) year contract. Funding for this project will be Category 1 E-rate Funding at the Charter discount rate. Any installation costs associated with the service delivery may be amortized over initial term and is to be included within the monthly service cost.

Winning vendor(s) will NOT submit any billing or perform any work BEFORE July 1, 2021, and not without the prior written acceptance of EXCELSIOR.

TRANSITION PLAN

As the cut-over date for any new carrier is required to be on July 1, 2021, the **Charter** 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 **Charter** transition team. The transition plan is to outline the expectations the supplier team would have of the **Charter** and the information or task the **Charter** is to provide the supplier and the date any information or task would be required.

SUBMITTAL - REQUEST FOR PROPOSAL - TECHNICAL REQUIREMENTS

SUBMITTAL INFORMATION

1. **Submittal** – Each firm submitting a proposal shall submit a signed original proposal plus **3** copies of said proposal in a sealed envelope prominently marked with the Request for Proposal number, title, the due date, time, and the name of the organization submitting the response. **Responses shall be on 8-1/2" x 11" paper and in electronic Compact Disc (CD) or USB format.**
2. The **"Cost Proposal"** shall be provided within the response in a separate sealed envelope with the same identifying information and wording **"Cost Proposal"** prominently displayed on the exterior. **Responses shall be on 8-1/2" x 11" paper and in electronic Compact Disc (CD) or USB format.**
3. **Proposal Deadline** – Proposals shall be submitted to the TECHNOLOGY DEPARTMENT, **15505 Civic Drive, Victorville, CA 92392, prior to 2:00 PM PST on January 8, 2021.** Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (fax) copies of submittals will **not** be accepted.
4. **Authorized Signatures** – Proposals must be signed by an individual or officer of the firm authorized to legally bind Vendor when submitting the proposal. Unsigned proposals will not be accepted.
5. **Withdrawal** – Responses may be withdrawn by the firm submitting the information at any time prior to the closing date and time for receipt of responses, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt thereof. A proponent may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or authorized agent. Proponent may, thereafter, submit a new or modified offer prior to the designated submission time. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.
6. **Information Request(s)** – In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting inquires are directed not to make personal contact with members of the governing Board, Excelsior Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP are to be addressed to the individual listed below. Submit all questions via email only by the date and time listed in the projected calendar dates. Any answers to questions will be posted on USAC's EPC portal and District website according to the same table of dates.

JON MCKINNEY, Director of Technology
erate@excelsior.com

7. **Right to Accept or Reject** – The Board of Education of Excelsior reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. As the District is applying for “E-rate ” funding, the final decision to award or reject may be linked to the approval of the “E-rate ” application and granting of maximum funding commitment allowed by the Universal Service Fund through the “E-rate ” program. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof.
8. **Forms of Agreement** – The District reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification from hard and such insurance as may be stipulated by the District. In addition, the District shall require any contract awarded as a result of this RFP to incorporate the General Terms and Conditions.
9. **Availability of Funds** – The District’s obligation herein is contingent upon receipt by EXCELSIOR of the maximum funding commitment allowed by the Universal Service Fund through the “E-rate ” program. No legal liability on the part of the District for payment of any money shall arise unless and until funds are made available for this procurement through the “E-rate ” Program. The District may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the Schools and Libraries Division.
10. **Equal Opportunity** – It is the policy of the EXCELSIOR Board of Education that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the proponent(s) agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment & Housing Act. In addition, the successful proponent(s) agrees to require like compliance by all subcontractors employed on the job by him/her.
11. **Selection** – In accordance with the Public Contract Code of the State of California Section 20118.1, the governing board of any school district may contract with an acceptable party who is one of the three lowest responsible proponents for the procurement or maintenance, or both, of electrical data processing systems and supporting software in any manner the board deems appropriate. The District will determine which proposal, taken as a whole, is in the sole opinion of the District deemed to serve best the current needs and future expansion of the District’s requirements. Accordingly, it shall be understood by all proponents that price is not necessarily the sole criterion to be used in the evaluation and selection process, and that if the lowest cost alternative is not of sufficient quality or if there is not sufficient assurance or evidence of sufficient quality to meet stated requirements, the District reserves the right to select another alternative of the same or a different proponents.

Proponents' past performance, equipment, and ability to perform and complete the intended contract and to render the maintenance and other support services described in this RFP throughout the life of the contract will be important elements, along with the proposed cost (Submittal II), in providing the basis for evaluation and selection. In all these matters, the decision of the District regarding the final selection of the successful proponents and the proposed solution, service, equipment and in awarding of a contract shall be final.

12. **Quality of The Response** – The Quality of the response(s) submitted will be evaluated on the following:

- A. Completeness
- B. Thoroughness
- C. Accuracy
- D. Compliance with Proposal Instructions
- E. The organization and conciseness of descriptive text material
- F. Ability to Participate in the "E-rate" program

13. **Compliance** – Responses that do not comply with instructions and forms may be eliminated from further selection.

14. **General** – Failure to obtain the RFP following prescribed procedures or obtaining the RFP with insufficient time to adequately respond will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification. The proposal submitted must describe a system where elements are currently available.

15. **Addenda** – In the event revisions to this document become necessary, addendum will be provided to all proponents receiving the RFP from the issuing office, following established procedures.

16. **News Release** – News released pertaining to the award resulting from this RFP shall not be made without prior written approval of the Purchasing Agent.

17. **Disposition of Response** – All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the proponent's expense. The master copy shall be retained for official files and will become a public record. However, confidential financial information submitted in support of the requirement to show proponent's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.

18. The successful proponent must be able to fully participate in the E-rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-rate) for the District's E-rate funding commitment. Awarded vendor will be required to utilize FCC Form 474 (Service Provider Invoice Process). EXCELSIOR will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.
19. All pricing submitted shall be firm for a period of 120 calendar days from the proposal due date.

BASIS OF SELECTION

The District, in compliance with Federal Communications Commission (FCC) rules, will award to the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

§ 54.503 (c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511.

§ 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.

Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

Selection will be made on a combination of factors including technical bid submittal, Service, Maintenance & Training. Proponent experience and references, Implementation Plan, Price and other customer satisfaction, customer references, and conformance to the specifications contained in this Request for Proposal.

The process that will be used by the district in selecting the firm to perform services outlined in the Request for Proposal will be as follows:

A. **Screening & Selection** – The screening and selection will be performed by District Staff. All proposals submitted by firms will be reviewed. The committee will then formulate a recommendation to the Board of Education. The criterion to be used by the committee in the evaluation process is as follows:

Responses will be evaluated according to the following weighting:

No.	Factor	Total Points Available
1	Cost of eligible products and/or services	30
2	Cost of ineligible products and/or services	10
3	Design and Technical Bid Submittal	15
4	Implementation Cost	20
5	Vendor References	5
6	Experience with district	5
7	Ability to deliver service at start of funding year	5
8	Ability to deliver service throughout district geographic region	5
9	Financial stability	5
	Total Points	100

VENDOR BACKGROUND

Please respond to each of the Items listed below:

- How large is your current client base? _____
- Would we have an account team assigned to the District?
- Describe the members of the team and each person's responsibilities.
- How many customers does this account team handle?
- Would the account team be local?
- Provide an escalation list for the account team, with names, telephone numbers, and email addresses.
- For routine orders and changes, whom do we contact?
- Do you have your own service staff? If so, how many local technicians do you have?
- What is the location of the service staff?
- Are the technicians subcontractors?
- What hours are the technicians available?
- Describe how the technicians can be reached.
- How many technicians do you have on call?
- Who will be responsible for coordination of the installation

APPENDIX A

Site Location and CIR

Site Name	Street Address	Required CIR	GROWTH	GROWTH
District Office	15505 Civic Drive, Victorville, CA 92392	1,000 Megabits/Second	5,000 Megabits/Second	10,000 Megabits/Second
North Victorville	18000 McCoy Circle, Victorville, CA 92394	1,000 Megabits/Second	5,000 Megabits/Second	10,000 Megabits/Second
Phelan	4083 Phelan Road, Suite A, Phelan, CA 92371	1,000 Megabits/Second	5,000 Megabits/Second	10,000 Megabits/Second
Victorville Campus/Data Center –HUB	18422 BEAR VALLEY RD BLDG 11 VICTORVILLE, CA 92395	1,000 Megabits/Second	5,000 Megabits/Second	10,000 Megabits/Second
Future Site	TBD	1,000 Megabits/Second	5,000 Megabits/Second	10,000 Megabits/Second