

**Request for Proposal  
#2022-01 – WAN**

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

**FCC FORM 470 220011045**

**ORINDA UNION SCHOOL DISTRICT  
BUSINESS DEPARTMENT  
8 Altarinda Rd.  
Orinda, CA 94563**

**E-rate Funding Year 2022-2023**

**NOTICE TO BIDDERS**

1. NOTICE IS HEREBY GIVEN THE ORINDA UNION SCHOOL DISTRICT (“OUSD”, “ORINDA UNION SCHOOL DISTRICT”, “District”) wishes to receive proposals for Wide Area Network services for E-Rate Funding Year 2022-2023. The District has six (6)\* school and operational facilities including the District Office that are currently connected by a fully managed private WAN connected via 1 Gbps service between the five sites the District Office, provided by AT&T ASE Business. The existing WAN contract expires on June 30, 2022.
2. The District wishes to receive vendor proposals covering the period from July 1, 2022 to June 30, 2025 with 2 optional 1 year extensions.
3. Please contact Kevin Cutler, Director of Technology and Instructional Innovation at ORINDA UNION SCHOOL DISTRICT via email [kcutler@orinda.k12.ca.us](mailto:kcutler@orinda.k12.ca.us) for information regarding this RFP.
4. Sealed proposals should be delivered to ORINDA UNION SCHOOL DISTRICT. Proposals must be received by the ORINDA UNION SCHOOL DISTRICT Business Department no later than **11:00 AM on February 4, 2022.**

**ORINDA UNION SCHOOL DISTRICT  
BUSINESS DEPARTMENT  
8 Altarinda Rd.**

**Orinda, CA 94563**

**Attn: Kevin Cutler**

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. ORINDA UNION SCHOOL DISTRICT 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 ORINDA UNION SCHOOL DISTRICT 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.

*Equal Opportunity Employer*  
**ORINDA UNION SCHOOL DISTRICT**

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## **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 **11:00 AM on February 4, 2022** 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:

**ORINDA UNION SCHOOL DISTRICT  
BUSINESS DEPARTMENT  
Attn: Accepting bids for Orinda  
8 Altarinda Rd.  
Orinda, CA 94563**

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.**

Additional information, modifications, and clarifications will be communicated via addendum, if deemed necessary by the District.

All questions regarding this RFP are to be addressed to Kevin Cutler [kcutler@orinda.k12.ca.us](mailto:kcutler@orinda.k12.ca.us)  
**Questions are due by 10:00 am January 28, 2022. Questions received after this time will not be answered.** OUSD is posting this RFP on both USAC's EPC Portal site in addition to the district's website <https://www.orindaschools.org/>. Questions and responses will be posted on the district's website and the EPC portal site. If there is a discrepancy between the information on EPC portal and the district's website, the controlling or master document will be located on the district's website.

1. Proposals shall be received at the District Office located at 8 Altarinda Rd., Orinda, CA 94563, before 11:00 AM on **February 4, 2022**. 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 District'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 District.

**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 blue or black 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 District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District 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 district or any other state, county, municipal or local governmental agency in Contra Costa County for products listed herein.

**TAXES** – Taxes shall not be included in unit prices. The District 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 District 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 districts are exempt therefrom. The District, 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 District’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 District 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 be 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 District’s sample or the sample furnished by the bidder(s) and accepted by the District. 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 District 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.

**DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption annually for the contract period. The needs of the District 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 District 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 District 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 District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’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 District 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 District 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 District 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 District purchase order number shall appear on all cases and packages.

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

**DEFAULT BY CONTRACTOR** – The District 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 District 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 District 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 District 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 ORINDA UNION SCHOOL DISTRICT 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 \$10,000, combined single limit or \$10,000 per person, \$10,000 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, and District Business Office located at 8 Altarinda Rd., Orinda, CA 94563. 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 District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District 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 District 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 District.
- B. Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District 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 ORINDA UNION SCHOOL DISTRICT, 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 District, its officers, agents, and employees may sustain or injure 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 District.

**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 of federal court located in Contra Costa County.

**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 District, 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 District.

**M. Anti--discrimination** – It is the policy of the ORINDA UNION SCHOOL DISTRICT Board of Education, which 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 District 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 District 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 is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

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

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <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](http://www.fcc.gov/debt_collection/welcome.html)

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2022.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

### **3) SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### **4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin


on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

## **EARLY FUNDING CONDITIONS**

### **Category 1**

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

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


The complete text can be found at the following URL:

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

### **Category 2**

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

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

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

However, NO INVOICING can take place prior to July 1 of the funding year.

**5) INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

**6) FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

**7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service

Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_

**NONCOLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH  
PROPOSAL  
ORINDA UNION SCHOOL DISTRICT**

**RFP # 2022-01-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 # 2022-01-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:

Title

Email Address:

Federal Tax ID #

SPIN#

**RFP # 2022-01-WAN  
Multi-Year Contract for  
E-rate Eligible  
Wide Area Network (WAN) Services**

**PRIME POINT OF CONTACT**

Name of Company	Address		
Signature	City	State	Zip Code
Print Name	Phone Number	Fax Number	
Title	Email Address		



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Address

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Phone/Fax

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Contract Period

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## REQUESTED SERVICES AND DISTRICT TOPOGRAPHY

ORINDA UNION SCHOOL DISTRICT (“OUSD”) is soliciting proposals for private (non-shared) Wide Area Network (WAN) services, specifically a fiber-connected metro-area layer 2 backbone network. OUSD currently has a WAN with six (6) school sites and facilities connected through a AT&T ASE Metro-E (metropolitan-area Ethernet) network. The requested WAN services will terminate at the Orinda Union School District office at 8 Altarinda Rd., Orinda, CA 94563 and provide connectivity for all OUSD 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”). OUSD may or may not undertake this project at its sole discretion. In addition, OUSD 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.

Vendors will bid only eligible products and services as described in the following links;

1. To view the USACs overall eligibility requirements for all Categories of Services please use this link: <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

## WAN REQUIREMENTS

The services requested will include upgrades to our existing WAN CIR's. Service must be capable of delivering a minimum (CIR) of 1Gbits/second ("Gbps") using Layer 2 Ethernet protocol over fiber to each site.

- a. The Orinda Union School district office at 8 Altarinda Rd., Orinda, CA 94563 is to serve as the termination point for the network. At present, five OUSD school sites are connected to the district office via 1Gbits/second service connections and the district office is connected to the county via 1Gbits/second service. With this RFP, OUSD intends to maintain or increase 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 six (6) OUSD school sites and facilities shall have a minimum data connection CIR of 1 Gbps full-duplex.
- c. OUSD 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. These bandwidth possible improvements are included in the column labeled Future Capability.
- d. The Contractor/Carrier shall deliver the requested CIR at full bandwidth at each school directly to the District 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 5 individual circuits terminating directly at the District Data Center.
- e. The service handoff at each site will be single mode fiber, as appropriate for the site, delivered to each site's Main Distribution Facility ("MDF"). The handoff must use standards-compliant single-mode fiber as applicable.
- f. The service hand-off at all sites shall terminate on a fiber connection compatible with LC-style GBIC connectors. The precise site location of the MPOE or DEMARC, or "handoff point" shall be determined by OUSD Network and Engineering staff at the sites listed in **Appendix "A"** of this RFP.
- h. The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the campuses and the District Office or MPLS or some other "partitioning" scheme. The Vendor is directed to describe in detail how this will work in their proposal.
- i. The vendor shall specify that this network is a managed solution and the vendor will provide all necessary hardware and software accordingly. As part of the proposal, the vendor will make known the space requirements for installed equipment at sites and District Office. Network outage resolution should be coordinated with OUSD technical staff.
- j. 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 OUSD Technical Contacts via email, and notification of service outages via telephone to OUSD Technical Contacts along with status and estimated time of restoral (ETR). This alert service will be maintained for the duration of the contract.

- k. 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 OUSD between endpoints.
- l. 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 uninterruptible power supply (“UPS”).Currently OUSD’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.
- m. The network must be fully operational July 1, 2022. 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.

***NO billing can take place before July 1<sup>st</sup>, 2022.***

	Yes/No
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.	
Please Elaborate:	
Does your company monitor all telecommunication services 24 hours per day, seven days per week, 365 days per year and is your company able to provide monthly reports of outages?	

Please elaborate:	
Is your company able to provide at no additional charge, immediate notification to a OUSD network department representative of any and all telecommunications services outages or anomalies which affect the use of the service to OUSD?	
Please elaborate:	
Please provide the process for OUSD to report any problems with the facilities, circuits, network or telecommunications services including the minimum response time.	
Please elaborate:	
What is your escalation path to resolve priority outages?	
Please elaborate:	
OUSD requires a non-performance policy of a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within OUSD, when such faults, outages or anomalies are due to the oversight, neglect or unreliability of your company's services. Please indicate your acceptance of these conditions.	
Please elaborate:	
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:	
<p>OUSD requires the ability to add/relocate/remove sites by contract amendment based on district needs. Please indicate that all contract amendments will be concurrent with existing term of the contract.</p>	
Please elaborate:	

**TRANSITION PLAN**

The service within the scope of this contract is currently provided by Comcast. The winning vendor will need to coordinate with the incumbent provider for a transition plan so that services can start on July 1, 2022. Installation of services may commence prior to the start of service but may not be billed until the services have started.

OUSD 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 OUSD transition team. The transition plan is to outline the expectations the supplier team would have of OUSD and the information or task OUSD is to provide the supplier and the date any information or task would be required.

OUSD reserves the option to terminate service, without penalty and with the full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for the 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 has good title to all elements of the facilities and services and has the legal right to contract with OUSD and its trustees and employees against any claims or threat of claims brought by any third-party alleging infringement of any proprietary rights.

- o. Contract must provide cancellation of services without financial penalties if a school is closed. District may cancel services to a school without penalties after a 30---day notice to vendor.

**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 OUSD’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 Contra Costa 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**

ORINDA UNION SCHOOL DISTRICT will be seeking a contract length of three (3) years with the option of extending the contract with two (2) – one (1) year term contracts. Funding for this project will be Category 1 E-rate Funding at the District discount rate (approximately 40%). Any installation costs associated with the service delivery must 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, 2022, and not without the prior written acceptance of OUSD.***

## **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 USB drive format.**

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 USB drive format.**

- 2. Proposal Deadline** – Proposals shall be submitted to the BUSINESS DEPARTMENT, 8 Altarinda Rd., Orinda, CA 94563, prior to **11:00 AM on February 4, 2022**. 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.
- 3. Authorized Signatures** – Proposals must be signed by an individual or officer of the firm authorized to legally bind Vendor when submitting the proposal. **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.
- 4. Information Request(s)** – In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the governing Board, District 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 to Kevin Cutler, Director of Technology and Instructional Innovation [kcutler@orinda.k12.ca.us](mailto:kcutler@orinda.k12.ca.us). Submit your company, contact name and email address to the person list above to be listed for any addenda’s as needed. Questions and responses will be posted on the district’s website and the EPC portal site. If there is a discrepancy between the information on EPC portal and the district’s website, the controlling or master document will be located on the district’s website.
- 5. Right to Accept or Reject** – The Board of Education of the ORINDA UNION SCHOOL DISTRICT 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.

- 6. 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.
- 7. Availability of Funds** – The District’s obligation herein is contingent upon receipt by ORINDA UNION SCHOOL DISTRICT 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.
- 8. Equal Opportunity** – It is the policy of the ORINDA UNION SCHOOL DISTRICT 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.
- 9. 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.
- 10. Quality of The Response** – The Quality of the response(s) submitted will be evaluated on the following:
  - Completeness
  - Thoroughness
  - Accuracy
  - Compliance with Proposal Instructions
  - The organization and conciseness of descriptive text material

- Ability to Participate in the “E-rate” program

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

**Basis of Selection**

No commitment will be made to select a proponent’s system(s) solely on the basis of cost. 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:

Item #	Factor	Total Points Available
1	Cost of E-rate eligible products and/or services	30
2	Cost of E-rate ineligible products and/or services	10
3	Design and Technical Bid Submittal	15
4	Service Level	15
5	Ability to deliver service at start of funding year	15
6	Experience with district	10
7	Vendor References	5

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**Total Points**

**100**

- 15. 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.
- 16. 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.
- 17. News Release** – News released pertaining to the award resulting from this RFP shall not be made without prior written approval of the Purchasing Agent.
- 18. 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.
- 1.** 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). OUSD will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.
- 2.** All pricing submitted shall be firm for a period of 120 calendar days from the proposal due date.

**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?
- What hours are the technicians available?

**Appendix A: List of ORINDA UNION SCHOOL DISTRICT Sites**

Vendors are to quote the bandwidth indicated below:

<b>School</b>	<b>Street Address</b>	<b>Required CIR</b>	<b>Required CIR</b>	<b>Required CIR</b>
Orinda Union School District	8 Altarinda Rd., Orinda, CA 94563	1 Gbits/second	2 Gbits/second	5 Gbits/second
Del Rey School	25 El Camino Moraga, Orinda, CA 94563	1 Gbits/second	2 Gbits/second	5 Gbits/second
Glorietta School	15 Martha Rd., Orinda, CA 94563	1 Gbits/second	2 Gbits/second	5 Gbits/second
Orinda Intermediate School	80 Ivy Dr., Orinda, CA 94563	1 Gbits/second	2 Gbits/second	5 Gbits/second
Sleepy Hollow School	20 Washington Lane, Orinda, CA 94563	1 Gbits/second	2 Gbits/second	5 Gbits/second
Wagner Ranch School	350 Camino Pablo, Orinda, CA 94563	1 Gbits/second	2 Gbits/second	5 Gbits/second