



**Elverta Joint Elementary School District
7900 Eloise Ave.
Sacramento, CA 95626**

REQUEST FOR PROPOSAL

E-Rate Yr 15 (2012-2013)

TELECOMMUNICATION SERVICE

Ethernet Service

RFP # 2012-04

Request for Proposals Issued: January 24, 2012

Deadline for Submittal of Proposals: February 24, 2012

**Elverta Joint Elementary School District
7900 Eloise Ave.
Sacramento, CA 95626**

SUMMARY

The Elverta Joint Elementary School District is soliciting proposals for **TELECOMMUNICATIONS SERVICE** for multi-year contracts for **Fiber Optic Ethernet Services (MAN) – E-Rate able Service**: The Elverta Joint Elementary School District is soliciting qualified contractors to submit an installation and ongoing service bid for a fiber optic Ethernet Metropolitan Area Network. All equipment included in this option will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

- 1) All plans proposed should include detailed billing.
- 2) Referencing Appendix B, Bid will include:
 - a. Costs for Existing Services
 - b. Costs for New Services
 - c. Costs to Upgrade from Existing or New Service to Upgrade
 - d. Line 1 – District Office – will have consolidation lines.
 - e. In the event there are Installation and/or Curb-to-MPOE costs, the district requests the options to either amortize the costs into the monthly recurring charges or to pay up front. Please detail Installation and/or Curb-to-MPOE charges.

There are two school sites that will be requiring service. The Elverta Elementary site (also referred to as District Office) located at 7900 Eloise Ave., Elverta, CA and the Alpha Technology Middle school site at 8920 Elwyn Ave., Elverta, CA. The district will also require a line to go to the County Office of Education. The intent of this document is to define specifications for Telecommunications Services for The Elverta Joint Elementary School District. Please see Appendix A for list of school sites. Please see Bid form for a list of requested services to be bid.

- 1) BID FORM: You must complete the Bid Form for this RFP – # 2012-04
- 2) Additional Information: Bidders may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

In Addition, Please provide the following information:

1. Length of time business has provided this type of service.
2. 3 reference sites using your service 3 years or more.
3. The Service Level Agreement (SLA) for your proposal.
4. Indicate any options available.
5. Hours of operation for help or trouble reporting.
6. Please show applicable discounts separately, if applicable.
7. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
8. An implementation timeline proposal starting July 1, 2012.

9. Corporate customer E-Rate contact information.

SPECIAL CONDITIONS:

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Elverta Joint Elementary School District and documented with new price sheet sent to Elverta Joint Elementary School District Office.
2. All equipment/services costs must be new and included and identified separately.
3. Any prospective bidder, who contacts any School District Board Member during the RFP process, will be disqualified from consideration for the RFP award.
4. The Board of Education reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.
5. This RFP will be posted to the Elverta Joint Elementary School District website (<http://www.ejesd.net/erate>). Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.
6. All questions regarding this RFP should be directed to ErateYr15@ejesd.net, with the subject of “**ERATE RFP# 2012-04 question**”.
7. The Deadline for questions will be 2/13/2012 4:00pm.
8. Responses to all questions will be made by 2/17/2012 and will be posted on the district website.
9. It is the responsibility of the prospective bidder to check the website for updates or addenda.
10. You must provide one original and two copies of your proposal (3 total).
11. This RFP is subject to E-Rate and District funding availability.

MULTI-YEAR CONTRACT

The District is requesting that the selected vendor enter into a multi-year contract for E-Rate Eligible Equipment and Services with the option to extend the contract on an annual basis if determined to be in the best interest of the District. The contract shall begin on July 1, 2012 and can be extended on an annual basis for a maximum of five (5) years at the sole discretion of the District.

VENDOR REQUIREMENTS

All submitted quotes must provide at a minimum, all requested information in this quote document. **Any portion not included will be cause of elimination from the quote process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the quote requirements. Any portions of the submitted quote, which are to be treated by the District as proprietary and confidential information, must be clearly marked as such.

The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the request for information, contained in this section.

1. Vendors must include a reference for a project of equal size and scope that has been completed within the past three (3) years. References from school districts or county offices of education in California are preferred.
 - Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment/Service Installed

QUOTE EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. The company may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

Evaluation Criteria

- Costs, including unit prices, labor rates, travel/trip charges, etc.
- Cost to cancel existing contracts
- Extent of experience with the district
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities
- Quote preparation, thoroughness, and responsiveness to the RFP requirement

The successful bidder will be chosen based upon best value. The district reserves the right to reject any or all bids.

RFP SCHEDULE

Proposal offered	January 24, 2012
RFP/BID question deadline	4:00 p.m., February 13, 2012
RFP/BID question response	4:00 p.m., February 17, 2012
Proposal closing	2:00 p.m., February 24, 2012
Proposal opening	Date of Proposal closing
Selection	Before 471 filing date (approximately March 20, 2012)
Award of Proposal	Contingent on E-RATE Award and District Funding

SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

1. PROPOSALS: Each proposal shall be submitted on forms supplied by the Elverta Joint Elementary School District. Each proposal shall conform and be responsive to Elverta Joint Elementary School District specifications. Bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.
2. DEADLINE FOR RECEIPT OF PROPOSAL: Three copies of the proposal must be submitted before **2:00 p.m., February 24, 2012** at the following address:

Elverta Joint Elementary School District
7900 Eloise Ave.
Elverta, CA 95626

3. PROPOSAL SUBMISSION REQUIREMENT: Proposals shall be submitted to the address above and labeled as follows:

RFP – ETHERNET SERVICE RFP # 2012-04

- Signed and Sealed Proposals MUST be received in the Elverta Joint Elementary School District Office before **2:00 p.m., February 24, 2012**. It is the sole responsibility of the bidder so see that his proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.
4. TYPEWRITTEN/WRITTEN IN INK: All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
 5. ERASURES: The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.

6. QUOTE SEPARATELY: Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
7. ALL COSTS INCLUDED: All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of the District's own existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirement.
8. TAXES AND INSURANCE: All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
9. SIGNATURE: The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
10. MODIFICATIONS: Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
11. EXAMINATION OF CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
12. ERROR IN PROPOSAL: Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request For Proposals is closed and, having done so, no bidder will be permitted to resubmit a proposal.
13. WITHDRAWAL OF PROPOSAL: Any bidder may withdraw his proposal by written request. All proposals received by the District shall remain subject to the acceptance for a period of ninety (90) calendar days after the date of the proposal opening.

14. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
15. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
16. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
17. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
18. **BRANDS.** When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.
19. **SAMPLES.** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
20. **FEDERAL OR STATE REGULATIONS.** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
21. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the approval of the Board of Education. Any attempted

assignment in violation of the provision shall be voidable at the option of the Board.

22. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS.** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
23. **DELIVERY.** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.
24. **INSPECTION OF ITEMS FURNISHED.** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
25. **INABILITY TO PERFORM.** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
 - a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. The District may cancel the contract or purchase order, entirely or in part.
 - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
26. **WARRANTY-PRODUCT.** Seller warrants that all articles furnished shall be free

from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

27. **EQUAL OPPORTUNITY EMPLOYMENT.** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
28. **GOVERNING LAW AND VENUE :**In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Placer County.
29. **CONTACT WITH BOARD OF EDUCATION:** No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.
30. **ARBITRATION:** All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
31. **BID PROTEST.** Any bid protest by any Bidder must be submitted in writing to the District before 5:00 p.m. of the **third (3rd)** business day following bid opening.
 - a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.

g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

32. E-RATE PARTICIPATION: The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.
33. SPIN: Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>
34. RIGHT TO TERMINATE: District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.

Elverta Joint Elementary School District

APPENDIX A

LIST OF DELIVERY SITES

Elverta Joint Elementary				
School Name	Address	City	Zip	Telephone
Alpha Technology Middle	8920 Elwyn Ave.	Elverta	95626	(916) 991-4726
Elverta Elementary (District Office)	7900 Eloise Ave.	Elverta	95626	(916) 991-2244
Sacramento County Office of Education	10474 Mather Blvd	Sacramento	95826	(916) 228-2500

Any other location within the Greater Sacramento area designated by the District

ELVERTA JOINT ELEMENTARY SCHOOL DISTRICT

**BID FORM
RFP # 2012-04**

Ethernet Services

FISCAL YEAR 2012-2013

RFP 2012-04

Vendor Company Name: _____
Vendor Name: _____
Vendor Title _____
Vendor SPIN: _____
Vendor Phone _____

Please bid 2 year, 3 year and 5 year terms.

Item no.	Site	Existing service	10 Mbps	20 Mbps	50 Mbps	100 Mbps	One-time Install
1	Alpha Technology Middle	1.5 mbps	upgrade				
2	Elverta Elementary (District Office)	1.5 mbps	upgrade				
3	Sacramento County Office of Education	1.5 mbps	upgrade				

Please list any taxes and or surcharges associated with the above request.



**Elverta Joint Elementary School District
7900 Eloise Ave.
Sacramento, CA 95626**

**Letter of Agreement
Elverta Joint Elementary School District and**

(Name of Company)

Pursuant to the terms of Elverta Joint Elementary School District's RFP # 2012-04 for Ethernet Service (Name of Company) _____'s response to RFP # 2012-04 dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per RFP # 2012-04 effective the date of issuance of Elverta Joint Elementary School District Purchase Order(s).

(Name of Company) _____ and Elverta Joint Elementary School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Elverta Joint Elementary School District for E-Rate Year 2012 (Year 15), and Elverta Joint Elementary School District Board of Education approval.

The Elverta Joint Elementary School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Elverta Joint Elementary School District

(Name of Company)

Authorized Representative Signature
Date: _____

Authorized Representative Signature
Date: February 24, 2012

Name: Michael Bogaard
Title: Superintendent
Address: 7900 Eloise Ave.
Elverta, CA 95626
Email: KStaley@ejesd.net
Phone: (916) 991-2244

Name: _____
Title: _____
Address: _____
Email: _____
Phone: _____

**VENDOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

**REQUEST FOR PROPOSAL – Elverta Joint Elementary School District ERATE FY 2012
RFP # 2012-04
ETHERNET SERVICE**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature _____

Date _____

Name _____

Title _____

Company _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

NONCOLLUSION AFFIDAVIT
REQUEST FOR PROPOSAL – Elverta Joint Elementary School District ERATE FY 2012
RFP # 2012-04
ETHERNET SERVICE

State of California)
)ss.
County of)

_____ (Name), being first duly sworn, deposes and says that he is
_____ (title) of the _____ (Name) party making the
attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder
has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly
or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that
anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any
overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against
the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in
the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true
and correct.

Executed this _____ day of _____, 20 _____ at _____ California.

Date: _____
_____ Signature of Bidder

E-rate Service Provider Contact Information – FY 2012 (Year 15)
REQUEST FOR PROPOSAL – Elverta Joint Elementary School District ERATE FY 2012
RFP # 2012-04
ETHERNET SERVICE

Vendor must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and Elverta Joint Elementary Unified School District.

Name: _____

Title _____

:

Company: _____

Address: _____

City, State, Zip code: _____

Phone: _____

Fax: _____

Email: _____

Include other important contact info