

**Request for Proposal Number RFP # 23-100  
DIGITAL TRANSMISSION SERVICES**

**Victor Valley Union High School District**

**16350 Mojave Drive  
Victorville, CA 92395**

**470 Posting Date: December 06, 2022**

**Bid Submittal Date/Time: January 13, 2023, at 3:00 P.M. PST**

**Victor Valley Union High School District**  
**DIGITAL TRANSMISSION SERVICES**  
**Service Provider Criteria and Contract Requirements**

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

**Project Goals**

Victor Valley Union High School District is seeking digital transmission service providers that will be able to meet its digital transmission needs for the District's County ISP provider at Victor Valley College and wide area network (WAN) digital transmission lines that serve the Victor Valley Union High School District student population. Due to the geography of the region, the District may elect to award to multiple providers to ensure adequate coverage for services.

**QUALIFICATIONS**

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

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

Please elaborate:	
<b>4. Please provide the process for Victor Valley Union High School District to report any problems with the facilities, circuits, network, telecommunications services or data services including the minimum and maximum response time.</b>	
Please elaborate:	
<b>5. Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority/escalation services in urgent situations.</b>	
Please elaborate:	
<b>6. Can your company provide a non-performance policy with Victor Valley Union High School District which provides Victor Valley Union High School District a monthly credit equal to two times the monthly rate multiplied by the percentage of monthly outage to any site within Victor Valley Union High School District, when such faults, outages or anomalies are due to the oversight neglect or unreliability of your company's services.</b>	
Please elaborate:	
<b>7. Does your company maintain compliance with any and all legal requirements set forth under the California Public Utilities Commission and the Federal Communications Commission of the United States of America?</b>	
Please elaborate:	

<p><b>8. Does your company agree to Victor Valley Union High School District increasing services due to growth, including but not limited to increases in services and/or the addition of locations, within the constraints of the existing contract without the need to rebid services or sign new contracts along with the new services running coterminous, or ending at the same time as the initial contract?</b></p>	
<p>Please elaborate:</p>	
<p><b>9. Does your company agree that Victor Valley Union High School District can reserve the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered? This may include decreasing services due to school closures or reorganization with the District without affecting the reason of the contract.</b></p>	
<p>Please elaborate:</p>	

## TRANSITION PLAN

As the cut-over date for any new carrier is desired **on July 1, 2023**, Victor Valley Union High School District 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 Victor Valley Union High School District transition team. The transition plan is to outline the expectations the supplier team would have of Victor Valley Union High School District and the information or task Victor Valley Union High School District is to provide the supplier and the date any information or task would be required. In the event the new carrier defaults in meeting their transition plan. The present carrier will remain in service on a month to month term, until the new carrier is functional.

Victor Valley Union High School District reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the District is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it has good title to all elements of the facilities and services and has the legal right to contract with Victor Valley Union High School District for the installation and use of such facilities and services. Service Provider shall indemnify Victor Valley Union High School District and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

## Evaluation Criteria

Price is the most heavily weighted factor in selecting the awarded Service Provider	40%
Understanding of needs	15%
Completeness of response	15%
Ability to deliver services within desired timeframe	10%
Past successful E-Rate experience	10%
Ineligible Costs	10%
TOTAL: 100%	

Applicant will score all responses submitted within the guidelines noted above, using the rubric/matrix scoring system. Victor Valley Union High School District reserves the right to amend the vendor selection process.

## Customer Requirements

- Digital Transmission Service to provide connectivity to district's ISP (SBCSS) at Victor Valley College
- Wide Area Network Digital Transmission Services:
  - Internal routing scheme cannot be changed
    - Transparent LAN Service (TLS), or equivalent (i.e. MPLS)
  - Site location is District Office: 16350 Mojave Drive, Victorville, CA 92395
  - Please provide quotes for the following bandwidths from District Office out to transparent LAN:**
    - 10 Gbps**
    - 20 Gbps**
- If Service Provider other than current provider is selected, all other digital transmission services will also need to be transitioned to selected provider.
  - Additional Site Locations and digital transmission lines:

Site	Address	Current Digital Transmission Line
District Office	16350 Mojave Drive, Victorville, CA 92395	10 Gbps connection to County Internet Service Provider
District Office	16350 Mojave Drive, Victorville, CA 92395	10 Gbps connection to TLS
Silverado High School	14048 Cobalt Road, Victorville, CA 92392	10 Gbps connection to TLS
Adelanto High School	15620 Joshua Street, Adelanto, CA 92301	10 Gbps connection to TLS
University Preparatory School	13853 Seneca Road, Victorville, CA 92392	10 Gbps connection to TLS
Hook Junior High School	15000 Hook Boulevard, Victorville, CA 92394	10 Gbps connection to TLS
Lakeview Leadership Academy	18010 Huerta Street, Victorville, CA 92395	10 Gbps connection to TLS

Cobalt Institute of Math & Science	14045 Topaz Road, Victorville, CA 92392	10 Gbps connection to TLS
Transportation	14801 Mojave Drive, Victorville, CA 92395	10 Gbps connection to TLS

- **Totals**

- 1= 10 Gbps connection to Victor Valley College
  - 8 = 10 Gbps connection from sites to transparent LAN service (TLS)
  - **Please provide quote for the following bandwidths for each digital transmission line:**
    - **10 Gbps**
    - **20 Gbps**
3. If Service Provider other than the current provider is selected, a contingency will be provided to allow month-to-month service to continue with the current provider for up to six months in order to allow for the completion of the transition.
  4. Transition plan must include a contingency for non-performance, whereby Service Provider will provide Victor Valley Union High School District a monthly credit equal to the amount being charged by the current Service Provider, if the transition is not complete by December 1, 2024. This contingency would remain in place until the transition is fully completed.
  5. Option for growth including, but not limited to, increases in bandwidth and/or additions of locations, as determined necessary by District
  6. Options for removal of sites due to closures or re-organization requirements as deemed necessary by the District. *The District will require that there be no early termination charges or other penalties assessed in such situation that is determined to be outside the control of the District.*
  7. All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to VVUHSD. All vendor equipment installed shall be under repair maintenance at no cost to VVUHSD for the life of the contract agreement.

## Information Requested

- Proposed solution pricing
  - Please use the attached worksheet “Victor Valley UHSD RFP #23-100 E-rate DTS Pricing Worksheet.xls” for submission of pricing on the Digital Transmission Services.
- Contract term
  - Please provide pricing based upon a 36-month contract with two (2) optional (1) year extensions.
  - Service providers must identify when State Master Contracts are available and offer those purchasing vehicles to the County in order to provide the most cost-effective contracting option(s).
- Include any one-time and recurring costs and explain any additional associated contractual obligations associated with the growth option (as stated above).
- Support agreements including response times.
- Timeline (see transition plan) stating the number of days that services will be operational from the date of order.

- Provide a minimum of three K-12 public school county references within California.

## **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, 2023.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

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



- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

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

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 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:** \_\_\_\_\_

## **Instructions to Vendors**

### **General Information**

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

### **RFP Documents Availability**

RFP documents may be downloaded from the Victor Valley Unified School District web site at [www.vvuhsd.org](http://www.vvuhsd.org), as well as the USAC website at <https://data.usac.org/publicreports/Forms/Form470Rfp/Index>

### **Deadline for RFP Submittal**

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

All proposals shall be firm offers subject to acceptance by Victor Valley Union High School District and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to Victor Valley Union High School District, except as permitted by Victor Valley Union High School District.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time.

Two (2) hard copies and one (1) Digital copy of the proposal must be received by **3:00 PM local time (PST)** on Friday January 13, 2023 at the following address:

Victor Valley Union High School District

Procurement Services  
Attn: Dave Bertelsen, Director of Technology  
16350 Mojave Drive  
Victorville, CA 92395

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

Victor Valley Union High School District shall not be responsible for, nor accept as a valid excuse for a late proposal delivery, any delay in mail service or other method of delivery used by the proposer.

**Questions on the RFP:**

All questions or inquiries concerning this Request for Proposals must be submitted via electronic format to the following e-mail address: [erate@vvuhsd.org](mailto:erate@vvuhsd.org) E-MAIL no later than 2:00pm on Monday, January 2, 2023. Make sure to reference the RFP number and the Form 470 number in the subject line. Answers to all questions submitted on our District website at [www.vvuhsd.org](http://www.vvuhsd.org) and/or the USAC website at <https://data.usac.org/publicreports/Forms/Form470Rfp/Index> by Wednesday, January 4, 2023. Any oral responses made by a Victor Valley Union High School District agent, consultant or others cannot be relied upon and are not binding on either party.

**Request for Proposal Preparation Cost**

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

**Vendor Qualifications**

Any individual firm submitting a proposal must be able to provide evidence that the individual or firm and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in the Services Required section of this RFP.

**References**

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

**Right to Reject Any and All Quotes**

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

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

**BY BIDDER AND SUBMITTED WITH BID**

State of California )  
 )  
County of \_\_\_\_\_ )

that \_\_\_\_\_, being first duly sworn, deposes and says  
he/she/they is/are \_\_\_\_\_ of  
\_\_\_\_\_ the party making the foregoing bid (the  
“Bidder”), 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 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.

In signing below, bidder covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Bidders form.

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

Name of Bidder (Print or Type)

Signature

Signature

Print Name

Print Name

Title

Title

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

Notary Public in and for the State of California  
My Commission Expires: