

**Sonora School District
VOIP Hosted System
E-Rate (2014-2015)
RFP # 2014-1**

**Deadline for Submittal of Proposals: Monday, October 14, 2013
Before 3:00 pm**

Attention: Leigh Shampain
Sonora School District
830 Greenley Road
Sonora, CA 95370

SUMMARY

The Sonora School District is seeking quotes for a **Hosted VOIP System**. We have an estimated 60 phones, including Voice Mail, Conferencing, Call Waiting, Caller ID and "direct connect" features/options, if available. All plans proposed should include detailed billing.

In Addition, please provide the following information:

1. Length of time business has provided this type of service.
2. Your Service Level Agreement (SLA) for your proposal.
3. Indicate any options available.
4. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
5. Indicate E-rate Eligible and E-rate Ineligible items by line item. Include all labor, shipping, taxes, surcharges.
6. All costs should be quoted as pre-E-rate discounts.
7. An implementation timeline proposal starting July 1, 2014.
8. Indicate how charges will be incurred as services are implemented.
9. Vendors must include 3 reference sites using your service 3 years or more. References from School Districts or County Offices of Education in California are preferred.

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 Sonora School District and documented with new price sheet sent to Sonora School District Office.
2. All costs of equipment/services 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 Trustees reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.
5. Non-Appropriation of Funds: Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District

will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

6. This RFP will be posted to the Sonora School District website (<http://www.ses.k12.ca.us>). Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.
7. All questions regarding this RFP should be directed to lshampain@ses.k12.ca.us, with the subject of "ERATE RFP # 2014-1 question".
8. You must provide one original and two copies of your proposal (3 total). The Sonora School 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 will be for Erate FY 2014.

VENDOR REQUIREMENTS

The vendor must meet or exceed minimum qualification requirements. All submitted proposals must provide, at a minimum, all requested information in the proposal document. **Any portion not included will be cause of elimination from the quote process.** The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP. All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

PROPOSAL EVALUATION

1. Method of Award and Evaluation

Contracts will be awarded on the basis of most cost effective services for the District.

Each Bid response will be reviewed based on the criteria set forth in this RFP. The vendor selection process will include the following evaluation and point assignment/rating criteria:

Cost/Pricing (40 points maximum) - Detail of rates and fees.

Methodology and Service Level (30 points maximum) - Cutover and implementation plan, cost of change, implemented technology, billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.

Strength of Vendor and References (10 points maximum) - Financial soundness, stability, qualifications, and depth of knowledge of the vendor's staff, acceptability of the references presented by the vendor.

Experience and Knowledge (20 points maximum) - Experience in providing, installing and maintaining telecommunications services for customers. Experience with the E-rate program.

Clarification of Bid Response

The District reserves the right to contact any and all firms submitting Bids for the purpose of clarifying any issues related to the Bid submitted. Each Bid must identify one contact person authorized to interpret the Contractor's Bid. This contact person must be available to answer questions and will be contacted via email.

SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

1. **PROPOSALS:** 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:** One signed original, two hard copies and one digital copy of the proposal must be submitted in sealed envelopes and should be properly identified with the proposal number and Proposal Submittal Deadline. **Proposals must arrive at Sonora School District, Attn: Leigh Shampain, 830 Greenley Rd., Sonora, CA 95370 before 3:00 p.m., October 14, 2013, local time.** Telephone and facsimile and late proposals will not be accepted or considered.
3. **PROPOSAL SUBMISSION REQUIREMENT:** Proposals shall be submitted to the address above and labeled as follows: **RFP 2014-1 VOIP on Hosted System.** It is the sole responsibility of the bidder to ensure that the 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.
7. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal and be pre-Erate discounts. The bidder shall deliver, install, and complete an integrated system, which may include use of the District's own existing equipment referenced herein.
8. 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 requirements.
9. **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.
10. **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 corporation submits a proposal, a duly authorized officer or agent thereof must sign it in the name of said corporation.

11. MODIFICATIONS: Changes in or additions to the proposal form, 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.
12. EXAMINATION OF CONTRACT DOCUMENTS: 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.
13. 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.
14. WITHDRAWAL OF PROPOSAL: Any bidder may withdraw his proposal by written request. All proposals received by the District shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
15. 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.
16. 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.
17. ACCEPTANCE OR REJECTION OF PROPOSAL: The Board of Trustees 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.
18. THE CONTRACT: The bidder to whom the award is made shall be required to enter into a written contract with the District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
19. 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.
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 of California 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 Trustees.
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 the quantities 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. The Bidder or his surety, as described in this paragraph, shall pay 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.
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 San Diego County.

29. CONTACT WITH BOARD OF TRUSTEES: 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 4:30 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. The protest must refer to the specific portions of all documents that form the basis for the protest.
34. E-RATE and CTF PARTICIPATION: The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal is 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. The District also intends to use the California Teleconnect Fund discounts. Therefore, the chosen vendor needs to acknowledge if they are eligible to apply CTF discounts.

The successful Contractor shall be responsible for providing the District the applicable Erate documents (such as the Item 21 attachments and any certifications grids or forms) and for providing discounts in accordance with Erate and CTF program rules and requirements on a timely basis. It is the Contractor's responsibility to maintain an invoicing and accounting system to track Erate and CTF discounts in a manner that is readily understandable by the District. In the bid response, Contractor will provide delineate between eligible and ineligible Erate costs.

Additionally, in this section of the submitted Bid, Contractors are to detail their proposed methodology for providing the Erate discounts on invoices to the District. Bidders wishing to obtain information regarding the Erate program are directed to access the Schools and Libraries Division of the FCC website at <http://www.sl.universalservice.org>

Bidders wishing to obtain information regarding the CTF program are directed to access (<http://www.cpuc.ca.gov/puc/telco/public+programs/CTF/>)

32. 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>.
33. 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.

Quotation Page

1. What equipment does the District need to provide? Describe in full.
2. Does that include first year Warranty/Maintenance?
3. How much is the yearly maintenance of that equipment after the first year?
4. What router(s) need to be provided or does service provider provide?
5. How will service provider provide 24x7x365 monitoring and assuring network stability?
6. Where is the service provider's engineering and support team located?
7. How does the provider provide Quality of Service (QoS) for preferential treatment of voice calls over data traffic?
8. How do you support E911 service?
9. Will you provide all local, long distance, toll free and International calling for all IP phones via Hosted IP? Describe.
10. Does your solution allow for users to answer incoming calls on either the IP phone or at a remote designation, such as a mobile phone?
11. Does your solution include integration of voice mail?
12. How much are the handsets for a 3 year term? Describe all of your costs – monthly and Non-recurring, monthly extended costs, including all taxes and surcharges and separate by Erate Eligible and Non-Erate eligible.
13. How much are the standard classroom handsets for a longer term (such as 3 year with two one-year voluntary extensions?)
14. What other equipment might the District need to lease/rent and how much for each item for a 3 year contract? (Such as power adapter, wall mount, premium phone, conference phone, etc.)
15. Does the District pay the WAN provider or does the District pay the Hosted VoIP provider for the network?
16. What are the costs for the VPN WAN and any other necessary circuits/network? Describe all of your costs – monthly and Non-recurring, monthly extended costs, including all taxes and surcharges and separate by Erate Eligible and Non-Erate eligible.
17. Hosted IP Telephone Service: Describe all of your costs – monthly and Non-recurring, monthly extended costs, including all taxes and surcharges and separate by Erate Eligible and Non-Erate eligible. Include Local Number Portability charges, Receptionist User, Standard User, Fax, Auto Attendant, E911

- Support for Emergency Location Identification and any other additional costs to include for a total communication package.
18. Summarize all costs: Equipment to be purchased, 60 Handsets, IP VPN WAN and Hosted IP Telephone Service.
 19. Include any other details and costs that are not included above that would apply.
 20. What are the costs for ongoing moves or changes.

Letter of Agreement
REQUEST FOR PROPOSAL – Sonora School District ERATE 2014

VOIP Hosted System
RFP #2014-1

Sonora School District and

(Name of Company)

Pursuant to the terms of Sonora School District RFP # 2013-102 for VOIP Hosted System (Name of Company) _____'s response to **RFP # 2014-1** dated (mm/dd/yyyy)_____, (Name of Company) _____ will provide the equipment and services per **RFP # 2014-1** effective the date of issuance of Sonora School District Purchase Order(s).

(Name of Company) _____ and Sonora 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 Sonora School District for E-Rate **Year 2014**, and the Board Members of the Sonora School District approval.

The Sonora School 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 Sonora School District shall not be responsible for any costs to Bidder prior to termination.

Sonora School District
(Name of District)

(Name of Company)

Authorized Representative Signature
Date: _____

Authorized Representative Signature
Date: _____

Name: Leigh Shampain
Address: 830 Greenley Rd.

Address: _____

Sonora, CA 95370

Email: lshampain@ses.k12.ca.us

Phone (209) 532-5491

Email: _____

Phone: _____

**VENDOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
REQUEST FOR PROPOSAL – Sonora School District
ERATE 2014**

VOIP Hosted System
RFP #2014-1

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 – Sonora School District
ERATE 2014**

VOIP Hosted System
RFP #2014-1

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.

Signature of Bidder

Date

**E-rate Service Provider Contact Information
REQUEST FOR PROPOSAL – Sonora School District
ERATE 2014**

VOIP Hosted System
RFP #2014-1

Vendor must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and Sonora School District.

Name: _____

Title: _____

Company: _____

Service Provider Identification Number (SPIN): _____

Address: _____

City: _____

State, Zip Code: _____

Phone: _____

Fax: _____

Email: _____

Include other important contact information: