

Rim of the World Unified School District

Request for Bid #21-01

**WIDE AREA NETWORKING, BASIC MAINTENANCE of INTERNAL CONNECTIONS,
and MANAGED INTERNAL BROADBAND SERVICES**

Issue Date: January 29, 2021

Bid Submittal Closing Date/Time: Friday, February 26, 2021, at 11:30 a.m.

All dates subject to change at the sole discretion of Rim of the World Unified School District. Please continue to check the District website throughout the Bid and selection period for updates.

RFB #21-01

Rim of the World Unified School District

Notice Inviting Bids

Bid # 21-01

**WIDE AREA NETWORKING, BASIC MAINTENANCE of INTERNAL CONNECTIONS,
and MANAGED INTERNAL BROADBAND SERVICES**

Opening date 2/26/2021

NOTICE IS HEREBY GIVEN that the Rim of the World Unified School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as the Owner, will receive up to, but not later than **11:30 AM on 2/26/2021** sealed bids for **WIDE AREA NETWORKING, BASIC MAINTENANCE of INTERNAL CONNECTIONS, and MANAGED INTERNAL BROADBAND SERVICES** with the bid title and number and addressed to the Business Department. Bids will be delivered to and opened at 27315 North Bay Rd., Blue Jay, CA 92317 on the above time and date. Bids received after the above stated time will be returned to the bidder unopened. Social Distancing and proper PPE will be required to attend bid opening.

Bids shall be signed and submitted on forms furnished by the District and are available with bid packages from the Business Department, 27315 North Bay Rd., Blue Jay, CA 92317.

The Board of Trustees of the Rim of the World Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of labor and materials proposed and their compliance to the plans and specifications if it be in the best interest of the District.

Board of Education

Publication Date(s): **1/31/2021**

Rim of the World Unified School District

Request for Bid
RFB # 21-01
**WIDE AREA NETWORKING, BASIC MAINTENANCE of INTERNAL CONNECTIONS
and MANAGED INTERNAL BROADBAND SERVICES**

I. INTRODUCTION

A. NOTICE OF REQUEST FOR BID (RFB):

Rim of the World Unified School District Purchasing Department, hereafter referred to as the “District”, is seeking bids from interested and qualified vendors, hereafter referred to as “Bidder(s)” to provide Wide Area Networking (WAN), Basic Maintenance of Internal Connections (BMIC) and Managed Internal Broadband Services (MIBS) for the District’s network technologies to assure the District’s network is continuously available to employees and students at the District Office and school sites.

B. TERM OF CONTRACT

The Contract period for WAN A1 will be for 36 months, from July 1, 2021 – June 30, 2024, with two optional one-year extensions. The Contract period for WAN A2 circuit will be determined by pricing in the bid responses: possible options include month-to-month or 6 months from July 1, 2021 to December 31, 2021, or 12 months from July 1, 2021 to June 30, 2022, with four options one-year extensions. The contract periods for BMIC and MIBS will be for 12 months, from July 1, 2021 – June 30, 2022, with four optional one-year extensions. Selected Vendors must be willing to participate in the FCC E-Rate Program and are responsible for complying with all rules and regulations of this program. Service Providers will include a signed contract with the terms of their bid delineated in the body of the document.

Additional Information:

This RFB, supplemental information, and answers to questions (Q&A) can be found on the District’s Business Department website at: <http://www.rimsd.k12.ca.us> (Click on **Departments** tab, then click **Business Services**)

C. MINIMUM BIDDER REQUIREMENTS

Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

Because the service(s) specified in the RFB is being submitted to the Schools and Libraries Division (SLD) of the FCC as part of “E-Rate” Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, California State requirements and District requirements. These requirements include, but are not limited to:

The vendor must not have declared any form of Bankruptcy in the last five (5) years.

Vendor shall have no record of unsatisfactory performance with the Federal Communications Commission, the California Public Utilities Commission or other regulatory agencies, including prior District contracts. Vendors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed unable to meet this requirement.

Bidders should provide evidence of FCC Green Light Status.

Have the ability to maintain adequate files and records and meet statistical reporting and FCC requirements.

Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

The vendor must be currently licensed to do business in the State of California, which will be validated by Vendor providing copies of all licenses and/or certifications as part of the vendor's bid.

Have at least three (3) years providing this type of service.

Provide references of a minimum of three (3) other customers, all of which should be School Districts, involving the Vendor's delivery of services that demonstrate the ability of the Vendor to provide the same services as outlined in this RFB. All references must have names, titles and phone numbers.

Meet other presentation and participation requirements listed in this RFB.

The response to RFB must NOT require the purchase or acquisition of additional hardware, software or service outside the scope of the bid or by any third-party provider.

The pre-discount cost and description of all services and related components, where available, should be clearly identified in the response in addition to the total pre-discount service cost. A complete description of the service, as required by the SLD, must be attached to, or submitted with these costs.

The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number for the provider of proposed services.

Service Provider is required to acknowledge all terms of the RFB. If Service Provider is unable to comply with any specific item in this RFB, a list of detailed exceptions must be provided with the submission of the bid. If exceptions are not indicated, then full compliance with the requirements of the RFB will be assumed.

Service Provider must include any addenda at the time of submission of the bid. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the bid.

The service provider must list and indicate the use of any proposed sub-contractors and the scope of work for which they will be responsible. The District reserves the right to approve all subcontractors in writing prior to the commencement of work.

D. BID SUBMISSION

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the Business Department, at 27315 North Bay Rd., Blue Jay, CA 92317, receives the sealed bid in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. All bids shall be publicly opened and read aloud at the above mentioned time and place. Social Distancing and proper PPE will be required to attend bid opening. If

the bidder is MAILING bid packet, it must be mailed to PO Box 430, Lake Arrowhead, CA 92352. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above.

Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. Bids submitted, and their recaps will not be available for review until after School Board approved. Sealed responses to this RFB must be submitted and delivered to Rim of the World USD no later than 11:30 am Friday, February 26, 2021, at:

Rim of the World Unified School District
Attn: Vanessa Barrios
RFB: 21-01
27315 North Bay Rd.
Blue Jay, CA 92317

If the bidder is MAILING bid packet, it must be mailed to PO Box 430, Lake Arrowhead, CA 92352

For the purposes of this bid, the time specified will be as defined by the official time clock located at the address listed above. **Late or incomplete bids will not be accepted.**

Only complete, written bids will be considered. Content modifications to bids shall not be allowed. The completed bid shall be without erasures or alterations. Rim of the World Unified School District will not be liable for any cost incurred by the respondents in preparing responses to this RFB or for negotiations associated with the award of contract.

Bid Contents and Sequence:

Part 1: Vendor Experience and Ability to Perform

Part 2: References

Part 3: Customer Service and Technical Support

Part 4: Design of Solution/Integration with Existing Network Equipment, Pricing, Contract

Part 5: Exceptions

Part 6: Required Forms:

- RFB Form A
- RFB Form B Certification
- Any Addenda to the RFB (available from District website or EPC)
- RFB Form C Non-Collusion Affidavit
- RFB Form D Certificate of Workers' Compensation
- RFB Form E Subcontractors List
- RFB Form F Criminal Records Check

All bids shall be firm offers subject to acceptance by Rim of the World Unified School District and may not be withdrawn for a period of 180 calendar days following the last day to submit bids. Bids may not be amended once submitted to Rim of the World Unified School District, except as permitted by Rim of the World Unified School District.

Rim of the World Unified School District reserves the right to reject any or all bids. We will select the winning bid(s) based on price, the quality of the bid, the vendor's reputation, and prior experience. The district will award the contract wherein the judgment of the district, such award is in the best interest of the district. The District further reserves the right to award specific items or services on an individual per line item basis to one or more of the Bidders, whichever is in the best interest of the District.

The Board of Trustees of the Rim of the World Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of labor and materials proposed and their compliance to the plans and specifications if it be in the best interest of the District.

E. QUESTIONS AND WITHDRAWAL OF BIDS:

Once this RFB has been issued, the individual identified below is the sole contact point for any inquiries or information relating to this RFB and will coordinate answers with the District's IT Department, if needed. Failure to adhere to this policy may result in Disqualification of the Bidder.

All questions regarding this RFB can be presented in writing by email only to Vanessa Barrios, Purchasing Specialist, Business Services: Vanessa_Barrios@rimsd.k12.ca.us. Please verify receipt of the question(s)... so that it does not go to spam. Questions must be submitted by February 12, 2021, no later than 10:00 a.m. The District shall not be required to answer any questions after the specified deadline or any questions submitted in a manner other than instructed herein. Questions will be answered in writing via an RFB Addendum or a Question and Answer document, which will be posted on the District website.

NOTE: The District Office will be closed on February 8th and February 15th, 2021.

Withdrawal of Bid: Any bidder may withdraw a bid, either personally or by written request at any time prior to the scheduled closing time for receipt of bids.

F. GENERAL CONDITIONS

1. **Non-Collusion Affidavit.** Bidder shall also complete Non-Collusion Affidavit. See Form C.
2. **Addenda.** Any addenda or bulletins issued during the time of RFB issuance, or forming a part of the documents furnished for the preparation of RFB, shall be covered in the RFB and shall be made a part of the contract. Any addenda or bulletins will be posted to the District website and EPC (Erate Productivity Center). Failure to acknowledge receipt of all addenda on the RFB response page (Form B) or to include all addenda with the RFB bid documents may be sufficient cause for rejecting the submitted bid. It shall be the responsibility of potential providers to inquire of Rim USD as to any addenda issued. This may be done by checking the Rim USD website or EPC.
3. **Award or Rejection of Response to Request for Bid.** The contracts will be awarded at District's sole discretion. The district reserves the right to reject any or all Responses to the Request for Bid and/or waive any deficiencies, irregularities or informalities in any bid or during the evaluation process. The award is contingent upon timely compliance with all RFB conditions and specifications. The district realizes that conditions other than price are important and will award the contract based on the bid that best meets the needs of the District. The District further reserves the right to award specific items or services on an individual per line item basis to one or more of the Bidders, whichever is in the best

interest of the District. The District adopted a resolution pursuant to Public Contract Code section 20118.2 which authorizes school districts to use a competitive proposal process to procure technology. Thus, the District will assess this RFP pursuant to Public Contract Code 20118.2. Section 20118.2, along with the District's resolution, allows the District to select the most qualified Proposer(s) whose proposal(s) meets the evaluation standards determined by the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the Request for Proposals, whichever is in the best interest of the District. Pursuant to Section 20118.2, the District is not required to award the contract to the lowest priced Proposer(s). **The District further reserves the right to award specific items or services on an individual per line item basis to one or more of the Proposers, whichever is in the best interest of the District. All proposals shall be assessed based on the evaluation factors described herein and the specific needs of the District and the District will follow the competitive negotiation process described in Public Contract Code section 20118.2.** The successful Proposer will be notified in the event of an award.

4. **Conflict of Interest.** By its signature hereunder, Contractor certifies that no District employee whose position in the District's service enables him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for bid. If such conflict exists, the Contractor will notify the District in writing.

5. **If Bidder Protest.** Any bidder who submitted a bid to the District may file a protest provided that each and all of the following are complied with: the protest is in writing; the protest is filed and received by the District's **Director of Business** not more than three (3) calendar days following the date of the District's selection of chosen bidder; the written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Director of Business or such individual(s) as may be designated at his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the bid process, the District's intent to award the contract, or the District's determination to reject all bids.

II. BID CONDITIONS

A. Contingencies

This Request for Bid (RFB) does not commit District to award any contracts. The district reserves the right to accept or reject any or all bids if the District determines it is in the best interest of the District to do so. The district will notify all Bidders in writing if District rejects all bids. District also reserves the right to terminate this RFB process at any time.

The district will sign the contract(s) with additional contingencies. A few are as follows:

The District reserves the right to limit the scope of work, including scaling back the scope, removing sites and/or associated services/equipment, or making service substitutions, and will not incur termination liability, as a result.

The District reserves the right to terminate the contract if its E-Rate funding request is denied by USAC/SLD. If requested by the District, the Contract, with respect to such services, shall terminate thirty (30) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial and the customer will not incur termination liability.

In addition, the District would like options during the term of the agreement to add equipment or sites to be covered or to upgrade levels of service.

B. Acceptance or Rejection of Bids, Evaluation, and Award

Bids shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the bid opening and up to the end of the agreement period. The district reserves the right to reject any or all bids.

The district realizes that conditions other than price are important and will award contract(s) based on the bid that best meets the needs of the District. Pursuant to Public Contract Code section 20118.2, the District will review all proposals based on the factors described herein and the District's needs to select the proposal(s), which, at the District's sole discretion, offer the District the most advantageous options (the "Evaluation Process"). Cost is an important factor in the evaluation process, but District is not obligated to accept the lowest cost proposal, considerations other than price will factor into a decision as to which equipment and services provide the best value to District. Such considerations may include, but are not limited to:

- Ability of vendor to provide requested equipment and services
- Ability of vendor to assist with E-rate invoicing process
- Relevant vendor experience and past performance
- Any other relevant factors listed in the solicitation

The District will provide all responding providers with a Notice of Intent to Award to Provider. Any Provider protesting the award of a contract to another Provider must do so, in writing, by the deadline indicated in Section F.5, above. The Award of the contract will be voted on by the Board of Education at a public meeting.

Any exceptions or proposed alterations to conditions and requirements defined in this document must be included in the Provider's bid. The Selected Provider will guarantee that the proposed equipment and services shall conform in all material respects to the District's specifications in this RFB and the Selected Provider's documentation accompanying or referred to in this RFB. If a contract is awarded as a result of this procurement process, all warranties made by the Selected Provider, including the Provider's response to the RFB, shall be incorporated into the Agreement and shall be binding upon the Selected Provider. This RFB and the Selected Provider's Bid will become a part of the Agreement. Any Bid attachments, documents, letters and materials submitted by the Provider shall be binding and may be included as part of the Agreement.

C. Other Considerations:

- The district requires a dedicated Account Representative available to interface directly with District Staff, and if different, a 24-hour emergency contact name with a valid, working telephone number that will have access to all required Departments to resolve issues.
- Vendors must have the ability to process verbal as well as hard copy purchase orders from Authorized District Staff, when required, and expedite delivery of service(s) at the District's request.
- The vendor must have a dedicated billing representative with the ability to research and approve credits within 30 days of investigation.
- The vendor must issue a check payable to the appropriate District Department for credits of any amount.
- The vendor must provide promotional pricing whenever it is beneficial to the District. Promotional pricing should supersede contract rates when beneficial to District.
- The bidder will guarantee the District is paying the Lowest Corresponding Price for a service. Lowest Corresponding Price is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular Erate applicant. If there is a finding that the price should be lower, an amendment to the original contract will be created to achieve the Lowest Corresponding Price.

III. SCOPE OF WORK

A. Background

Rim of the World Unified School District is located in the San Bernardino Mountains, with the District Office in Blue Jay, California, at an altitude of 5200 feet. It serves the mountain communities of Lake Arrowhead, Crestline, and Running Springs through six schools, with a student population of 3113. Rim USD currently maintains a District Office and two additional non-instructional facilities: Lake Gregory Education Center and Maintenance, Operations and Transportation (MOT). Lake Gregory Education Center is currently being used by the Rim of the World Recreation and Park District, and is not currently being supported by E-Rate funding.

The nine physical locations are as follows.

- District Office, 27315 North Bay Rd., Blue Jay, CA 92317
- Lake Gregory Education Center, 24740 San Moritz Way Crestline, CA 92325
- Rim of the World High School, 27400 Highway 18, Lake Arrowhead, CA 92352
- Mountain High School, 27380 State Highway 18, Lake Arrowhead, CA 92352
- Maintenance, Operations & Transportation, 27380 State Highway 18, Lake Arrowhead, CA 92352
- Mary Putnam Henck Intermediate, 730 Rhine Rd., Lake Arrowhead, CA 92352
- Charles Hoffman Elementary, 2851 Running Springs School Rd., Running Springs, CA 92382
- Lake Arrowhead Elementary, 1300 Golden Rule Lane, Lake Arrowhead, CA 92352
- Valley of Enchantment Elementary, 22836 Fir Lane, Crestline, CA 92325

During the Fall/Winter of 2021, Rim of the World Unified School District is planning to move its District Office operations to the Lake Gregory Education Center as a shared-use facility with the Recreation and Park District. Shared-use cost allocations will be submitted to garner E-Rate funding for C1 services for this location. The current District Office location will be sold, and all School District related services will be cancelled, barring any unforeseen circumstances that may impact the current plan.

B. Current Environment

Rim USD's wireless network consists of Aruba wireless access points managed by Aruba Central Cloud Management. Rim USD's wired infrastructure consists of a mix of POE and non-POE switches utilizing 10/100/1000 cabling to the desktop with 1 GB uplinks to the MDF. The District's WAN hub is located at Rim of the World High School; sites are connected via 1G fiber (optical Ethernet, EPLAN). Mountain High School and MOT are served through the circuit connection at Rim of the World High School. All connections go through the network datacenter at Rim of the World High School. The Internet Access connection is 1G fiber to the state regional network (K12HSN node) at Victor Valley Community College - all eligible entities in the district receive service through this line.

The district is phasing in a districtwide Chromebook deployment, increasing capacity for wireless devices, and upgrading network infrastructure to support this and any future educational initiatives.

C. Requested Services

Category A: Wide Area Networking

Requested Services: Rim USD requires a private turnkey fully-managed wide-area data network interconnecting all sites, with Rim of the World High School as the hub of the network, and with a connection to the state regional network through the K12HSN node at Victor Valley Community College. All sites are currently interconnected by Lit Fiber service. The Proposer will be a qualified Service Provider and will include in their proposal, all costs necessary to provide the fully managed Point-to-Point Fiber services requested. All costs associated with any on-site premise equipment, provided as an integral part of the service, shall be the sole responsibility of the Proposer.

A1: Rim USD desires to increase WAN speed, within budget constraints, and to obtain the best value in WAN services, under a 36-month contract with two extension options. The current bandwidths at each location are listed below, along with the requested quote options for new speeds:

<u>Site</u>	<u>Current Speed</u>	<u>Requested Min.</u>	<u>Additional Options</u>
1. Lake Gregory Education Center	1 GB	1 GB	5 GB, 10 GB
2. Rim of the World High*	1 GB	1 GB	5 GB, 10 GB
3. Mary Putnam Henck Intermediate	1 GB	1 GB	5 GB
4. Charles Hoffman Elementary	1 GB	1 GB	5 GB
5. Lake Arrowhead Elementary	1 GB	1 GB	5 GB
6. Valley of Enchantment Elementary	1 GB	1 GB	5 GB
7. K12 HSN Node at Victor Valley Community College (18422 Bear Valley Road Victorville, CA 92395)	1 GB	1 GB	5 GB

*Circuit at Rim of the World High School services Mountain High and MOT (Maintenance, Operations and Transportation).

A2: Rim USD desires to maintain WAN speed for the location listed below, for the period of time between July 1, 2021 and the TBD move date of the District Office operations; under possible agreement options: month-to-month or 6 months from July 1, 2021 to December 31, 2021, or 12 months from July 1, 2021 to June 30, 2022, with four options one-year extensions. Contracts will be requested with no termination liability clauses. Vendors are encouraged to provide pricing options for all potential contract periods, and include additional upgrade options, in the unlikely event that the planned move does not take place.

<u>Site</u>	<u>Current Speed</u>	<u>Requested Min.</u>	<u>Additional Options</u>
8. Rim of the World District Office	1 GB	1 GB	5 GB, 10 GB

The proposer must be able to work within the scope of the pre-existing Library District infrastructure.

Bids will be evaluated on the basis of both total monthly service cost and cost per unit of speed. If a vendor cannot provide requested speed options above, they should indicate so in their proposal. Vendors that offer other tiers of service at different prices are encouraged to propose multiple options so that Rim USD may choose the option that best fits our needs and budget.

Recurring and non-recurring costs must be broken out separately, and prices must include all equipment and installation necessary to provide a complete solution.

Data rate must be quoted for each WAN link (if asymmetrical, denote up/down). Quoted speeds must represent real-world net throughput not a theoretical maximum, and must represent end-to-end throughput not just the local interface speed of the link termination equipment. Network services which have variable rather than fixed speeds (e.g. those that rely on oversubscription of a shared backbone) must clearly indicate:

- 1) Guaranteed minimum data rate
- 2) Allowed maximum data rate
- 3) Typical throughput the library can expect during its normal business hours

The proposed solution must include all necessary outside plant and entrance facilities infrastructure as may be required for normal and acceptable provisioning of service. An RJ-45 Ethernet hand-off is expected. If the vendor’s proposed WAN service provides a different type of hand-off, this should be clearly stated and the vendor must specify and provide the necessary equipment to interconnect to the Rim USD LAN(s).

Category B: Basic Maintenance of Internal Connctions AND Managed Internal Broadband Services

B1. Requested Services: Rim USD is seeking a provider of Managed Technology Services for network and infrastructure equipment at it’s physical locations, including both remote and on-site services. It is expected that some of these services will fall into the Erate category Basic Maintenance of Internal Connections (BMIC) and some will fall into the category Managed Internal Broadband Services (MIBS). In addition, some of the equipment to be serviced will be Erate-eligible, and some will not be eligible. Further, Bidders are expected to identify each type of service they are quoting - BMIC or MIBS in their bid response, under Item P4.11.

The equipment to be managed/maintained is as follows.

Managed Resource	Type of Resource	Quantity	Existing Equipment
Aruba 5412 Switch	Layer 3 Switch	4	Yes
Aruba 5406 Switch	Layer 3 Switch	2	Yes
Aruba 2930F 48 Port Switch	Switch	9	Yes
Aruba 2930F 24 Port Switch	Switch	9	Yes
Fortinet FortiGate 501E	Firewall	1	Yes
HP 3810-24G-PoE+ Switch	Switch	4	Yes
HP 2530-8G-PoE+ Switch	Switch	18	Yes
HP 2530-24G-PoE+ Switch	Switch	5	Yes

HP 2530-48G-PoE+ Switch	Switch	1	Yes
Aruba Instant IAP-225	WAPs	110	Yes
Dell PowerVault NX3100	SAN	1	Yes
HPE MSA 2040 SAN	SAN	1	Yes
HPE StoreOnce 3520	Backup server	1	Yes
HP Proliant Servers Model DL380	Servers	4	Yes

The District is considering two different levels of service for each type of equipment, and will choose which level of service is appropriate for each type of equipment after reviewing vendor bids:

Level 1, Basic Monitoring: Limited to 24/7 monitoring of power, network availability, CPU and memory utilization, and temperature, as relevant, with reporting as problems arise.

Level 2, Monitoring/Maintenance: Basic management and maintenance services to ensure that network equipment is operating properly and continuously. To include Basic Monitoring (Level 1) plus 24/7 monitoring, collection, and diagnosis of performance statistics, alarms, and alerts, with monthly/quarterly review and reporting; periodic (e.g. semi-annual) software patching including bug fixes and security patches, as needed; asset management; periodic configuration backup (e.g. annual); reconfiguration of failed equipment.

In addition, the District requests bids for Additional Support: 160 hours total (estimated at 8 hours per month for BMIC and 8 hours per month for MIBS, able to carry over from month to month). Remote or on-site if necessary, to include daily backup of configurations and, as requested by the district, to provide additional or more frequent management or maintenance services of the type listed above, basic technical support, and hardware repair.

Service Level Agreement: The District requires the following minimum service levels:

Normal Business Hours shall be considered to be 6 AM – 6 PM, Monday – Friday, or

better. During Normal Business Hours, for covered equipment:

Service Priority 1: Entire site or major system is nonfunctional: Time to open a ticket and assign staff, 30 minutes from discovery of the problem by vendor or request for service from the District; time to begin remote work, 2 hours from discovery of the problem by vendor or request for service from the District; time to begin on-site work, 4 hours from discovery of the problem by vendor or request for service from the District.

Service Priority 2: Partial site or major system nonfunctional or function significantly degraded: Time to open a ticket and assign staff, 2 hours from discovery of the problem by vendor or request for service from the District; time to begin remote work, 4 hours from discovery of the problem by vendor or request for service from the District; time to begin on-site work, 8 hours from discovery of the problem by vendor or request for service from the District.

Billable travel to be approved by the District in advance.

When the Service Provider receives notification of a problem, the Service Provider will log the issue including the date and time the issue was first noted, the time a technician was assigned and/or dispatched, time on remote access/support or on-site, and the time the equipment or service is restored to full operation. Service Provider will supply these logs to District upon resolution of each problem.

Service Provider will conduct scheduled repairs and upgrades during off-hour periods not affecting the District's operation or use of technology in the classrooms. All scheduled repairs will be subject to

notification of the District's representative in advance. Service Provider will coordinate all repairs involving access to district facilities in advance with the District's contact and facilities manager.

IV. RESERVATION OF RIGHTS

The District reserves the right to expand or reduce the quantities of equipment, locations, and services without penalty as may be required. The District reserves the right to procure any item or services by other means to meet time-sensitive requirements. Service Provider agrees that time is of the essence and agrees to meet all timelines as set out in his agreement or addenda/amendments to this agreement.

Non-appropriation of Funds Agreement and all Addenda shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the State of California. If federal or state law prohibits the District from executing any Agreement that crosses its fiscal year, then the term of this agreement or any Addendum shall be deemed to be through its fiscal year. The District retains the right to terminate this Agreement and all Addenda at the end of each fiscal year of District. The district will make reasonable efforts to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that District does not appropriate funding for the next fiscal year for the services specified in the Addendum, then the affected Addendum shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of California.

V. GENERAL REQUIREMENTS

Service Provider shall comply in every way with the requirements of local laws and ordinances, the laws of the State of California and all Federal laws and OSHA regulations.

Service Provider shall obtain written approval from District IT Manager prior to beginning installation work in all District facilities. Service Provider shall obtain the District's permission before proceeding with any work necessitating cutting into or through any part of building structures such as walls, beams, floors, or ceilings. Service Provider shall be responsible for and repair all damage to District property due to the carelessness of workers. Service Provider shall be responsible for the installation of proper grounding required by its systems. Service Provider shall remove all excess material and debris and return the District site to its original state of cleanliness. The Service Provider shall maintain a work area free of debris and dispose of trash on a daily basis. Service Provider will ensure that all doors on District property are locked upon exit after normal business hours. Doors shall not be propped open at any time. District may require Service Provider personnel to wear distinctive uniforms and/or identification cards while on District property. District may require that Service Provider conduct and report results of background checks on all Service Provider personnel working on District property.

VI. BID CONTENT AND SEQUENCE

The completed Bid must include the following items, with format and content as described. In addition to responding to the defined minimum requirements, Rim USD encourages providers to submit information about additional functionality not specifically requested in the RFB. Providers' Bids should be constructed to provide a complete picture of the features of the proposed solution, the firm's ability to perform, and functionality or services that may distinguish the proposed solution from other competitive offerings. Bids will be evaluated both on the satisfaction of the District's minimum

requirements, as well as the additional information submitted by providers to depict their complete solutions.

Part 1: Vendor Experience and Ability to Perform

Provide a brief description of your firm, as well as any other firms joining with your firm to provide services. This description should include a history of the firm(s), number of employees, and organizational structure of the firm(s). This section should provide background information that supports your firm's ability to provide the requested equipment and services effectively and reliably.

Minimum Requirements/Supporting Information:

P1.1: List of company contacts, with a description of their roles and backgrounds, who will be assigned to Rim USD's anticipated installation and ongoing support. Include their experience with equipment similar to that used by Rim USD.

P1.2: Demonstration of a strong background in planning, designing and installing wireless networking in an educational setting and physical infrastructure including but not limited to low voltage cable, low voltage cable pathway, conduit, Intermediate Distribution Frame (IDF) enclosure, and wire management. The bid should provide evidence of the provider's awareness of and support for the unique needs of education clients.

P1.3: Vendor or subcontractor must be certified by the wireless equipment manufacturer to design, install and support the proposed solution.

P1.4: List of certifications or authorizations from relevant manufacturers that are held by company personnel who will provide support to Rim USD.

P1.5: As applicable, provide copies of all licenses and certifications showing that the vendor is currently licensed to do business in the State of California.

P1.6: State number of years your company has been providing this type of service.

P1.7: Provide evidence of FCC Green Light Status

P1.8: Disclosure of any company declaration of bankruptcy in the previous 5 years.

P1.9: Provide evidence of company fiscal stability.

Part 2: References

Provide customer references for at least three (3) school districts currently or recently serviced by the provider. All reference accounts should be installed and operable for at least 12 months. If the vendor has served any clients in the San Bernardino mountain communities in the past three years, please list those references.

Minimum Requirements/Supporting Information: For each reference.

P2.1: Organization Name

P2.2: Name, Title and Contact Information of a contact who has ongoing involvement in operations of the system and is knowledgeable about the services provided.

P2.3: List of products and services used by the organization and the length of time those products have been in productive use. (References must be from organizations using the same or similar products and services as Rim USD.)

Part 3: Customer Service and Technical Support:

P3.1 Provide copies of training materials as well as suggestions for use and best practices as part of the training process.

P3.2 Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.

P3.3 Is a single account representative available for billing assistance? Describe your methodology for resolving billing issues. Provide policy regarding the issuing of credits.

Part 4: Design of Solution/Integration with Existing Network Equipment, Pricing, Contract

Rim USD presented the equipment list we feel would fulfill the goals of this project as a guide for your response. You may substitute an equivalent item at your discretion. The District shall be the sole judge of whether an offered item is the equivalent of the named item. Please provide an overview of your proposed solution, including any suggested changes to the stated numbers of equipment. Note that Bids must not require the purchase or acquisition of additional hardware, software, or service outside the scope of the Bid or by any third party provider.

P4.1: For each alternate/equivalent equipment item, please provide manufacturer data/specifications sheets, manufacturer's warranty information, estimated life of the product, and a description of the specific benefits or additional (included in costs) capabilities of the product.

P4.2: If proposing additional numbers of requested equipment items, e.g. WAPs, please explain in detail, per site.

P4.3: Explain how the proposed solution integrates with the District's existing network equipment.

P4.4: Please describe any functionality available as part of the core/proposed solution or as an optional solution that is available for purchase at an additional cost to the District.

P4.5: Provide detailed information on the proposed scope of installation services, including resources dedicated for implementation/project management, system configuration, and timeline. In addition, proposers should provide evidence to support the reliability of their system and the availability and expertise of support resources.

P4.6: Identification of Provider resources/staff that will be assigned to the implementation, including estimated availability and anticipated time commitment, years of experience with the company, and recent projects similar in scope to Rim USD's implementation.

P4.7: Draft implementation plan showing a general outline of essential tasks/milestones and the overall timeline for implementation.

P4.8: Defined list of District and Provider responsibilities during the implementation process including project management and status reporting.

P4.9: Detail all costs associated with the proposed solution, including the equipment, installation, software licensing and maintenance, ongoing support, recommended professional services, and costs of optional services and products. Describe any assumptions made affecting the cost Bid, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs.

P4.10: 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.

Part 5: Exceptions

Describe any exceptions to the RFB content, general expectations, and/or specific requirements. For each exception, propose acceptable alternative language and/or provide a rationale to support the exception. Exceptions that are contrary to the District's best interests, do not meet the needs of our staff and students, or conflict with regulations related to public contracts and procurement will not be accepted by the District and may be cause for rejection of the Bid.

Part 6: Required Forms

All required forms must be submitted as part of the Provider's complete bid on or before the Bid Deadline specified in the calendar of events. Required Forms are listed below:

- RFB Form A
- RFB Form B Certification
- Any Addenda to the RFB (available from District website or EPC)
- RFB Form C Non-Collusion Affidavit
- RFB Form D Certificate of Workers' Compensation
- RFB Form E Subcontractors List
- RFB Form F Criminal Records Check

RFB #21-01 FORM A

This form is required to be submitted with your bid.

TO: RIM OF THE WORLD UNIFIED SCHOOL DISTRICT, a California Unified School District, acting by and through its Board of Education ("District"), 27315 North Bay Rd., Blue Jay, CA 92317

FROM: _____
(Name of Company) (SPIN NUMBER)

(Address) (Fed. Tax ID #)

(City, State, Zip Code) (FCC Registration #)

(Telephone) (Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Bidder's Authorized Representative(s) & Title)

(Date)

RFB Bid Total Cost Amounts:

Transcribe from Part 4, Pricing. In case of a conflict, the amounts in Part 4 will be considered correct.

Category A1 - Wide Area Networking, E-Rate **Eligible** Equipment and Services: _____

Category A1 - Wide Area Networking, E-Rate Ineligible Equipment & Services: _____

Category A2 - WAN month-to-month, E-Rate **Eligible** Equipment and Services: _____

Category A2 - WAN month-to-month, E-Rate Ineligible Equipment & Services: _____

Category A2 - WAN 6-month option, E-Rate **Eligible** Equipment and Services: _____

Category A2 - WAN 6-month option, E-Rate Ineligible Equipment & Services: _____

Category A2 - WAN 12-month option, E-Rate **Eligible** Equipment and Services: _____

Category A2 - WAN 12-month option, E-Rate Ineligible Equipment & Services: _____

Category B - BMIC, E-Rate **Eligible** Equipment and Services: _____

Category B - BMIC, E-Rate Ineligible Equipment and Services: _____

Category B - MIBS, E-Rate **Eligible** Equipment and Services: _____

Category B - MIBS, E-Rate Ineligible Equipment and Services: _____

**RFB #21-01 FORM B
CERTIFICATION**

This form is required to be submitted with your bid.

I certify that I have read **Request for Bid # 21-01** and the instructions for submitting an RFB. I further certify that I must submit **one (1) original clearly marked "Original", (1) hard copy clearly marked "Copy" and (1) one electronic copy** of the firm's bid in response to this request and that I am authorized to commit the firm to the bid submitted.

All submissions meeting the deadline requirement are the property of RIMSD and will not be returned. In submitting this Request for Bid, the undersigned acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Bid incorporates and is inclusive of, all items or other matters contained in Addenda (if any) issued.

The **Addendum Nos.** _____ **received, acknowledged and incorporated into this Request for Bid are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

RFB #21-01 FORM C: This form is required to be submitted with your bid.

NON-COLLUSION AFFIDAVIT
Bid # 21-01
WIDE AREA NETWORKING, BASIC MAINTENANCE of INTERNAL CONNECTIONS,
and MANAGED INTERNAL BROADBAND SERVICES
(Public Contract Code Section 7106)

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

_____ being first duly sworn, deposes and says that he/she
is _____ of _____
Title Name of Bidder

the party making the foregoing 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 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 to anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly, 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 an member or agent thereof to effectuate a collusive or sham bid.

[NOTARY SEAL]

Signature of Officer/Authorized Representative

Typed Name of Officer/Representative

Company Name

State of California, County of _____ On _____ day of _____, 2019

Before me, _____

Insert Name and Title of the Officer

Personally appeared _____

Name of signer

Who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

My Commission Expires: _____

RFB #21-01 FORM D This form is required to be submitted with your bid.

CERTIFICATE OF WORKERS' COMPENSATION

I, _____, the _____ of
(Individual Name) (Title)

(Vendor's Company Name)

declare, state and certify:

1. I am aware that California Labor Code #3700 (a) and (b) 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 either as an individual employer, or one employer in a group of employers, 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 or her employees."

2. I am aware that the provisions of California Labor Code #3700 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 Contract. (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.)

(Vendor's Company Name)

(Typed or Printed Name)

By: _____
(Authorized Signature)

RFB #21-01 FORM E **This form is required to be submitted with your bid, if applicable.**

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Rim of the World Unified School District. Additional numbered pages outlining this portion of the Bid may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours; (1) working day, following the opening of Bids. Subcontractor's name, city of location, and type of work must be stated on the Bid enclosed in the sealed envelope.

Bidder Name

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of the one percent of the prime contractor's total bid as to which his Subcontracting Fair Practices Act. Subletting or Subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Subcontractor Status: **(Please Print or Type)**

<u>Trade</u> <u>Portion of Work</u>	<u>Co. Name/Print/Principal Name</u> <u>Address/Telephone and FAX #</u>	<u>License#/Class</u> <u>Expiration Date</u>
--	--	---

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____

Name of Bidder _____

Title _____

Signature _____

Add additional pages as necessary.

RFB #21-01 FORM F: This form is required to be submitted with your bid

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Rim of the World Unified School District:

I, _____ certify that:

Name of Contractor/Consultant

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.

Date

Signature

Typed or printed name

Title

Address

Telephone

RFB #21-01 SCHEDULE OF EVENTS

Release FCC Form 470 and Issue Request for Bids		January 29, 2021
Deadline for written questions regarding RFB	10:00 am	February 12, 2021
Request for Bids Response Due Date		February 26, 2021
Notification and Recommendation to Board of Education		March 11, 2021
Purchase order issued: estimated no earlier than June 1, 2021		
Invoice issued: No earlier than July 1, 2021, and upon delivery of service.		

*Note: dates are approximate, and may be subject to change due to delays or other unforeseen circumstances. The District will make every effort to maintain the above schedule to the best of its ability.