REQUEST FOR PROPOSAL
TELECOMMUNICATIONS AND
LOCAL AND LONG DISTANCE
SERVICES

NOTICE TO CONTRACTORS CALLING FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Escondido Union High School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 12:00 p.m. of the 10th day of December, 2012, sealed proposals for the award of a contract for Telecommunications and Local and Long Distance Services, Bid No. 2012-13-4.

Scope: The purpose of this Request for Proposal is to provide the Escondido Union High School District with a qualified telecommunications services provider who can meet the current and future local telecommunications and local and long distance services requirements of the District in the most cost-effective manner.

PLACE FOR SUBMITTING PROPOSALS: Proposals shall be received in the Purchasing Department at the Escondido Union High School District, 302 N. Midway Drive, Escondido, CA 92027.

Each proposal must conform and be responsive to the contract documents, copies of which may be obtained on or after November 8, 2012 at the District’s website: www.euhsd.k12.ca.us (home page).

REQUIREMENTS FOR PROPOSAL: Proposals must be submitted on the Proposal Form provided by the District and included in the proposal documents. Each proposal must strictly conform with and be responsive to this Notice Inviting Proposals, the Instructions, and other Contract Documents. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding. Except as provided in Public Contract Code Section 5100 et seq., no bidder may withdraw a bid for a period of sixty (60) calendar days after the opening of the bids.

SUBSTITUTE SERVICES: If the Service Provider chooses to offer alternative services than described in this bid, they must describe, in detail, how their proposed services will satisfy the requirements.

Dated this 8th, 2012

Escondido Union High School District,
of San Diego County, California
BOTH PROPOSAL FORM AND AGREEMENT
MUST BE SIGNED & RETURNED WITH PROPOSAL

INDEX

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice Requesting Proposals</td>
<td>1</td>
</tr>
<tr>
<td>Proposal Form</td>
<td>3</td>
</tr>
<tr>
<td>Noncollusion Affidavit</td>
<td>4</td>
</tr>
<tr>
<td>Instructions</td>
<td>5-15</td>
</tr>
<tr>
<td>Special Conditions</td>
<td>15-18</td>
</tr>
<tr>
<td>Specifications</td>
<td>18-19</td>
</tr>
<tr>
<td>Pricing/Response Pages</td>
<td>20</td>
</tr>
<tr>
<td>Agreement Pages</td>
<td>21-23</td>
</tr>
</tbody>
</table>
PROPOSAL FORM

Escondido Union High School District
Purchasing Department
302 N. Midway Drive
Escondido, CA 92027

Re: Request for Proposal, Bid No. 2012-13-4

To: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice Requesting Proposals, Proposal Form, Instructions, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced Bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said Proposal package. The entire Proposal package is submitted, together with this Proposal Form.

Name of Company __________________________________________________________

Legal Status _____________________________________________________________
(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number __________________________________________________________
(Sole Proprietorship only)

Service Provider Indent. No. (SPIN) ____________________________________________

Address: __________________________________________________________________

Authorized Representative:

Signature ______________________ (Also Sign Page 23)

Name ___________________________ (print or type)

Title ____________________________________________

Date: ___________________________________________

Telephone: ________________________________
“NONCOLLUSION AFFIDAVIT”

State of California ]
County of ]

____________________________________________, being first duly sworn, deposes
(Name)
and says that he or she is ________________________________
(Title)
of____________________________________________________
(Name of Company)

the party marking 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 proposal 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
proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with
any bidder or anyone else to put in a sham proposal, 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 proposal price of the
bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal
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 proposal are true; and, further, that the bidder has not, directly or
indirectly, submitted his or her proposal 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, proposalid
depository, or to any member or agent thereof to effectuate a collusive or sham
proposal.”

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

Executed on ________________________________, 2012 at _________________
California.

____________________________________________________
Signature

____________________________________________________
Title
INSTRUCTIONS

Scope

The purpose of this Request for Proposal is to provide the Escondido Union High School District with a qualified telecommunication services provider who can meet the current and future telecommunications and local and long distance services of the District in the most cost-effective manner. The quantities described will be estimates only; the District shall not be obligated to purchase any particular quantity of services detailed herein.

Qualified Contractors

The District intends to solicit proposals for the above referenced services, from qualified telecommunication services providers currently established in the business of providing voice and data telecommunications and local and long distance services of the nature and scope specified herein.

Erate Funding

The District intends to obtain maximum funding discounts under the Federal Communications Commission’s Erate program and under the California Public Utilities Commission’s California Teleconnect Fund (CTF) for eligible services procured as a result of this RFP.

It shall be the responsibility of the Contractor to ensure that all Erate and CTF eligible services and products are identified to the District in writing.

Contractors shall review and comply with the District’s Erate program instructions in Section XI.

1. Proposals

No proposals shall receive consideration by the Escondido Union High School District unless made in accordance with the instructions detailed herein.

The proposal must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted. An electronic copy of the entire proposal (MS Word or Excel format) is to be provided with the written proposal.

2. Requests for Information Regarding this Request for Proposals

Any questions concerning this Request for Proposal should be addressed to Sheri Walden at swalden@euhsd.k12.ca.us.
3. **Proposal Format**

Proposal packages submitted by contractors must include the District’s Request for Proposal package, along with the Proposal and Agreement forms. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

Proposals must be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. There should be no attachments, enclosures, or exhibits other than those considered by the bidder to be essential to a complete understanding of the proposal submitted. Each section of the proposal must be clearly identified with the following headings, and in the order specified, as detailed in Sections I-XI.

**Section I**

**DESCRIPTION OF FIRM(S)**

Provide a brief description of your firm(s), 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).

List and describe the State and Federal licenses, certificates, and legal authorizations (i.e., CPUC number, FCC ID number or license, etc. that you hold which allow the provision of telecommunications services requested in this RFP. The contractor of award may be required to provide the District with copies of the actual licenses and certificates held.

**Section II**

**EXPERIENCE AND QUALIFICATIONS OF FIRM(S)**

Provide a brief overview of your technical experience, qualifications, and background in providing and maintaining telecommunication services for similarly sized customers. Indicate the prior experience of your firm that you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

**Subcontractors Requirements**

Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by contractors. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor’s capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor’s organization and abilities.
Contractor hereby agrees to bind every subcontractor by the terms and conditions of this bid agreement as far as such terms and conditions are applicable to the subcontractor(s) work. If contractor subcontracts any part of this agreement/contract, contractor shall be as fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

Construction Subcontractors: Provide name, address, phone number and contractor license number on the Subcontractor Listing form.

Section III

PROPOSED METHODOLOGY FOR PROVIDING SERVICES

Describe in technical detail the methodology by which you would provide the required services. Since the District’s current contract expires on January 29, 2014, the District would need to receive its new contracted services on or before January 30, 2014. However, there is an option of starting the services as early as 7/1/13 or as late as July 1, 2014. Describe your implementation plan and schedule.

Proposals submitted must also address how the contractor will ensure that the District will receive accurate invoicing within 60 days of the term commencement date. Contractors shall describe their responsibilities, as well as the District’s, in regard to the conversion of the phone numbers. For example, will the vendor take responsibility for collecting all telephone numbers and coordinating conversions with the Local Exchange Carrier?

Section IV

SERVICE LEVELS PROVIDED

Provide your standard installation time frames, response to issues, escalation procedures and restoration time periods for all services proposed.

Section V

REFERENCES

Provide your three (3) most recent customers for whom your firm provided services similar in scope to those being proposed. The references should be local to the San Diego region. State your role in this project. Provide the name, title, and phone number of an individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance, if you are among those selected for consideration.

Section VI
SERVICES

Provide responses to the following questions and requests for information:

1. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so specify such in detail.
2. Is 24-hour customer service included? If so, please provide methods of access.
3. Do you have a local office for service? Will the District’s account team be located in San Diego for the duration of the contract?
4. Do you have a single point of contact assigned for assistance, such as adds, changes, or billing questions? Also, vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
5. What type of managerial reports are offered (i.e., by number, location, service, etc.)?
6. Can these managerial reports be customized?
7. All new service installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement.

Section VII

COSTS AND PRICING

On page titled “QUOTATION PAGE - PRICING” enclosed herein on page 20. You may substitute a spreadsheet to show pricing. Complete all sections, provide all required information and all costs, including all applicable fees, taxes, and surcharges and if any of the charges are ineligible for Erate. As stated in the Pricing section, the District is exempt from federal excise taxes. Also, the District does not pay late fees. All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set up charges.

Section VIII

BILLING

Billing shall be provided on a Summary Bill with detailed line, circuit or calling information available. All billing/invoicing shall be in accordance with rates quoted herein. The District shall not be subject to charges not detailed or quoted herein.

Describe available billing assistance. Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the District, vendor will provide adjustment of charges within two bill cycles of notification.
Contractor must provide policy regarding the issuing of credits. Are all credits applied as adjustments on future invoices, or may the District elect to receive a payment check if desired?

Section IX

NETWORK CAPABILITIES

Provide a brief overview of your network capabilities, especially in regard to reliability, redundancy and fault tolerance.

Section X

EVIDENCE OF RESPONSIBILITY

Contractors shall submit, with their Bids, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor’s responsibility to perform may result in rejection of the Bid.

Section XI

ERATE AND CTF REQUIREMENTS

As previously stated in RFP Scope, the District intends to obtain maximum funding under the Federal Communications Commission’s Erate program and the California Teleconnect Fund (CTF) program for commercially available telecommunication services contracted as a result of this RFP.

The successful Contractor shall be responsible for providing the District on a timely basis 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 delineation between eligible and ineligible Erate costs.

Additionally, in this section of the submitted proposal, Contractors are to detail their proposed methodology for providing the Erate discounts on invoices to the District.

All Contractors submitting proposals must provide their Erate Service Provider Identification Number (SPIN) in their proposal. Failure to provide the required SPIN may result in the rejection of the offer.
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/)

*************End of submitted Bid format requirements**************
4. **Identification of Contractor**

Each proposal must state the full business address of the bidder and must be signed by the bidder with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

5. **Withdrawal of Proposals**

Proposals may be withdrawn by the bidder prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of ninety (90) days after the opening of proposals except in accordance with law. The successful Contractor shall not be relieved of the proposal submitted without the District’s consent.

6. **Rejection of Proposals**

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals or in the proposal process. The award of the contract, if made by the District, will be to the one of the three lowest responsive and responsible bidders therefore.

7. **Amendments**

The terms, conditions, specifications and scope of work contained in this Request for Proposal may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued, by the District, prior to the opening of the Request for Proposal shall form a part of the specifications issued to contractors for the preparation of their proposals and shall constitute a part of the contract documents.

8. **Other Documents of Agreement**

Contractors submitting proposals that require the District to sign additional contractor agreement documents should submit all such documents in their entirety and in original form with their proposal.

9. **Taxes**

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately on the Quotation Page. Federal excise taxes are not applicable to school districts.

10. **Proposal Negotiations**

A proposal to any specific requirement of this Request for Proposal with terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.
11. Interpretation or Questions Concerning Documents

If any person submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from contract documents, he may submit a request a request for an interpretation or correction thereof:

Mary Ann Kirastoulis, Director of Purchasing
Escondido Union High School District
302 N. Midway Drive, Escondido, CA 92027
(760) 291-3223 – (760) 480-3164 (Fax)

All questions and inquiries regarding this RFP shall be submitted in writing, on company letterhead, on or before 12:00 p.m., December 6, 2012.

Any interpretation or correction of the contract document will be made by Addendum duly issued and a copy of such Addendum will be mailed or delivered electronically to each person receiving a set of such contract documents. Any addenda issued prior to the opening of the proposal, or forming a part of the documents loaned to the Contractor, for the preparation of his proposal, shall be made part of the contract.

12. Contractors Participation in the Proposal Process

No person, firm, or corporation shall be allowed to submit a proposal who has participated in the preparation of contract specifications; a proposal by such a person, firm or corporation shall be determined to be nonresponsive.

13. Method of Award and Evaluation

Method of Award

Contracts will be awarded on the basis of most cost effective services for the District. If all responses are for services only and no construction work is required, the proposal will be awarded based on the criteria for award of a services agreement as follows:

Award shall be made as one lot, to the responsive contractor whose proposal is scored, by the District’s evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

Screening and Evaluation of Proposals

Each proposal 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, 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 Proposal Response

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

14. Preparation of Proposal

Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the bidder’s ability to meet the requirements of the proposal. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the Request for Proposal is solely the responsibility of the contractor. Escondido Union High School District accepts no liability or responsibility whatsoever for the cost of proposal preparation or presentation.

15. News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

16. Independent Price Determination

By submission of a proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting
competition as to any matter relating to such prices with any other contractor or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Contractor prior to award directly or indirectly to any other contractor or to any competitor; and

C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

D. Each person signing the proposal certifies that he/she:

   a. Is the person in the Contractor’s organization responsible within that organization for the decision as to the prices being offered in the bid and has not participated (and will not participate) in any action contrary to 16. A, B, and C above; or

   b. Is not the person in the Contractor’s organization responsible within that organization for the decision as to the prices being offered in the bid but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 16 (A), (B), and (C) above.

17. Delivery of Bonds, Certificates, etc.

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the contractor’s bid and may award the contract to the next responsible vendor, or may reject all bids and call for new proposals.

Your proposal MUST BE SUBMITTED in accordance with the following instructions:

SEALED (PROPOSALS) MUST BE RECEIVED AT THE REQUIRED DISTRICT LOCATION NOT LATER THAN THE TIME AND DATE INDICATED ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS. Contractors are responsible for assuring that the following identifying information appears on the outside of the sealed envelope:

Reference to “BID NO. 2012-13-4”, company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

18. Proposal Format

Vendors are requested to assemble their proposal in the following format order:
District Request for Proposal Package (Bid No. 2012-13-4) with all pages and issued addendum(s). All Request for Proposal pages requiring signatures, information fill in, pricing, etc. must be completed in full.

Any additional documents/proposal materials which the contractor deems relevant for the evaluation of their qualifications for this Request for Proposal.

SPECIAL CONDITIONS

A. Term of Contract, Pricing and Renewals: Pursuant to approval by the District’s Governing Board, it is anticipated the initial contract awarded as a result of this RFP shall be for a 12-month period with three (3) additional one-year options to renew annually, or a three year with two (2) one-year options or a five (5) year option. The District reserves the right for voluntary extensions. Rates/pricing offered shall be firm and fixed for the initial term of this agreement. Rates/pricing for the optional renewal periods shall be subject to annual adjustment, as follows:

The District shall notify the Contractor by December of the year preceding the renewal date of its intent to renew this agreement for each additional one-year term. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments over the original contract amount not to exceed 5% per year.

ESCALATION: The successful bidder shall agree to negotiate any price change it requests and to supply the District with adequate, pertinent documentation to support any price change requested at time of renewal.

DE-ESCALATION: In the event that market conditions cause the price to decrease, the Bidder shall pass the benefit of such decrease to the District.

All new installations made during the term of the agreement shall terminate, at no additional cost to the District, upon expiration or termination of this agreement. Should the District terminate this agreement, the Contractor also agrees to refrain from implementing any service termination fees or charges in the event of cancellation or termination of this agreement.

Contractor agrees that the District will enjoy the most favorable rates afforded to end users of the Contractor's Data Circuit Services.

B. Prevailing Wages
Any work over the excess of $1,000 must be done at the prevailing wage rate per Labor Code 1770-1781.

C. Insurance. As provided in General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:
Comprehensive General Liability Insurance.
with a combined single limit per occurrence
of not less than .................................... $1,000,000

OR
Commercial General Liability and Property Damage Insurance
(including automobile insurance) which provides
limits of not less than:

(a) Per occurrence (combined single limit) ............. $1,000,000.
(b) Project Specific Aggregate (for this project only) $1,000,000.
(c) Products/Completed Operations $1,000,000.
(d) Personal & Advertising Injury limit $1,000,000.

AND
Builder's Risk (or Course of Construction Coverage) Applicable/Fire
Insurance

(See Article 22) Project Replacement Value at……………… 100%
(One Hundred Percent)

Insurance Covering Special Hazards: Following special hazards shall be covered by
riders or riders to above-mentioned commercial liability insurance or property damage
insurance policy or policies of insurance, or by special policies of insurance, in amounts
as follows:

Automotive and truck where operated in amounts $500,000.
Material hoist where used in amounts ......................... $500,000.
Explosion, collapse & Underground (XCU) coverage ...... $500,000.
Excess Liability Insurance coverage in the amount of ...... $500,000.

Additional Insured Endorsement: Any general liability policy provided by Contractor
hereunder shall contain an endorsement which applies its coverage to District,
members of District's board of trustees, and the officers, agents, employees and
volunteers of District, the State Allocation Board, if applicable, the architect, and the
architect's consultants, individually and collectively, as additional insureds.

D. Executed Copies: The number of executed copies of the Agreement, the
Performance Bond, and the Payment Bond for Public Works required is 2.

E. License Classification: If any construction, alternation, demolition, or repair
work is required, Contractor shall be licensed pursuant to the Business and Professions
Code in the following classification: “A” - General Contractor.

F. Invoicing: Invoices shall be submitted to:
For the Erate discounted portion of the billable amount, invoices must be submitted in accordance with applicable Erate program instructions. Invoices for the District's portion shall be processed for payment once a month.

Invoicing Requirements:

(a) Invoicing will be on a Summary bill(s) with options for online access and itemized information available. The invoices shall include:

(b) Billing dates

(c) Detail of installation, pro-rated, and other one-time charges

(d) Detail of monthly recurring charges

(e) Taxes and surcharges

(f) Credits and adjustments

G. Gratuities: District policy precludes employees from accepting any gratuities from Contractors. Rebates or any other form of commission or discount must be issued to the Escondido Union High School District.

H. Right To Acquire Equipment and Services: Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent equipment and/or services from other sources, when deemed to be in the District’s best interest.

I. Fingerprinting: Pursuant to the provisions of Article 73 of the General Conditions:

District Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees,

a. _______ X _______ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 73 of the General Conditions.

b. ______________ are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 73 of the General Conditions.

J. Liquidated Damages: The agreed liquidated damages provision established in Article 6 of the General Conditions is Five Hundred Dollars ($500.00) per calendar day.

SPECIFICATIONS
The goal of this RFP is to obtain telecommunications services for voice and data telecommunications and local and long distance from a service provider who can meet the current and future operating requirements of Escondido Union High School District School District.

**Telecommunication Services Requested**

The following services are requested by category:

**Voice and Data Services:** Business lines, Centrex, PBX trunks, T-1’s, DID’s, etc. or equivalent. Details are provided on pricing pages.

**Local Usage:** The ability to effectively and efficiently make and receive telephone calls inside of the local area Escondido Union High School District.

**IntraLATA:** The ability to effectively and efficiently make and receive telephone calls inside of the San Diego LATA.

**Intrastate:** The ability to effectively and efficiently make and receive telephone calls outside of the San Diego LATA but within the State of California.

**Interstate:** The ability to effectively and efficiently make and receive calls within the 50 United States excluding California.

**International:** The ability to effectively and efficiently make and receive calls with all countries outside of the United States.

**CURRENT TELECOMMUNICATIONS PROVIDER:**

A. Voice and Data Services – Business lines, Centrex, T-1, PBX trunks, DID’s, etc.:  
   ATT: AT&T Pacific Bell

B. Local (including Intralata):  ATT Pacific Bell

C. Long Distance: AT&T

For each of the above services, please answer the following.

1. What are the surcharges, extra fees, etc. that are going to appear on the District’s bill? Are there any other fees associated with your usage rates? Such charges could include costs for specialized billing, paper invoice, software, call detail inclusion, minimum usage fees, etc. Please list and describe each in detail.

2. What are the applicable taxes and government surcharges and estimated costs? Contractors shall note that school districts are exempt from Federal excise taxes.
3. Another consideration for the District is the PICC (Presubscribed Interexchange Carrier Charge) fee that IXC carriers/vendors may elect to impose upon customers. Contrary to policy statements from some long distance carriers, it is not true that the FCC has mandated such charges. Effective July 1, 1999, ATT no longer collects PICC fees for Centrex and multi-line business service. PBX trunks have always been exempt. Therefore, vendor must state if they will waive or credit these charges. If vendor does not agree to waive these fees, they must list the applicable charges by service type (business line, Centrex, etc.). This statement must have management approval by a person authorized to bind the corporation in this matter, including a contact name and number for verification.

4. What are your initial and additional billing increments for each call type?

5. Rates shall be effective beginning on the start date of the contract; January 30, 2014. If vendor requires a 30 or 60-day period for an internal transition process, the vendor will issue the District a retroactive credit for the difference.

6. What are the costs associated with switching to your service? Are these costs waived or reimbursed by the proposing vendor? Include all direct and indirect charges that may apply to this conversion, including LEC PIC change fees.

7. Include any programming, training or applicable charges associated with changing to your services.

8. Does vendor reimburse the District for costs incurred for switching back to the old service if the District is not satisfied? If so specify any requirements and limitations in detail.

9. Describe any applicable minimum annual commitment requirements. Contractors shall state if these commitments are based upon “pre or post” discounted rates. Also, contractors shall list pricing components considered in the calculations of the commitment amount.

10. All other charges that the District will be subject to must be fully listed and detailed.

11. Specify any prompt payment discount: ....................... /Net 30 day /% Days

Bidders are advised that cash discounts of 15 days or greater are acceptable and will be applied as part of the bid award calculation(s). Cash discounts of less than 15 days are not acceptable and will be considered as net 30 days. Bidder must indicate either a “0” (zero) for no discount, or the offered discount amount. A blank left in the “days” space will negate any percentage discount offered.
**Quotation Page/Bid Form - PRICING**

Complete the following sections, answering all questions and filling the cost matrix with applicable rates.

<table>
<thead>
<tr>
<th>Description</th>
<th>OPTION 1 Monthly Recurring Cost (1-year w/Two, 1-Year Renewals)</th>
<th>OPTION 2 Monthly Recurring Cost (3-year w/Two, 1-Year Renewals)</th>
<th>OPTION 3 Monthly Recurring Cost (5-year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Lines</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Centrex Lines or Equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Features (include list &amp; costs)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voice Mail</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PBX Trunk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRI/Supertrunk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-1 Mileage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DS3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DID</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DSL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Zones 1 &amp; 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zone 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Toll &amp; Long Distance</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Monthly Recurring Cost**

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Recurring Cost</th>
<th>Monthly Recurring Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Invoice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call Detail</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Usage Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicable Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Government Surcharges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PICC fees / line charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Directory Assistance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Directory/Operator Assistance Surcharge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Early Termination Charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Considerations related to RFP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT

This Agreement is entered into on this _____ day of ______________, 201__ by and between the Escondido Union High School District, hereinafter referred to as “District”, and __________________________ hereinafter referred to as “Contractor”.

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement will be determined in the best interest of the District. Upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be revised and/or renewed for up to three (3) additional one-year periods and be for a period of three or five years.

II

SCOPE OF WORK

The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

Telecommunications & Local & Long Distance Services,
Bid No. 2012-13-4

in strict compliance with the contract documents as specified in Section III below.

III

NON-FUNDING OF E-RATE OR CTF

The District’s obligation to procure services provided under this contract are contingent upon Escondido Union High School District receiving a fully-funded E-rate Funding Commitment Decision Letter (FCDL) for each year of eligible services, being able to fully participate in the CTF program and that it is in the best interest of the District. The District reserves the right to cancel this RFP at any time or limit quantities due to insufficient or non-appropriation of funds. No termination liability penalties will apply if
E-rate money discounts are denied, reduced, or discontinued, or if the CTF discounts are denied, reduced, or discontinued or if it is not in the best interest of the District.

IV
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.

V
TERMINATION

This Agreement may be terminated by the District upon thirty (30) days’ written notice to Contractor. The District’s right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

VI
CONTRACT PRICE

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs as specified in the executed pricing sheet(s) incorporated herein by reference.

VII
COMPONENT PARTS OF THE CONTRACT

The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract or the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice Requesting Proposals
Proposal Form
Noncollusion Affidavit
Instructions
Fingerprinting and Drug Free Workplace Certifications
Specification Addenda Nos. _____, _____, _____, as issued

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.
IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR

Signature________________________

By

Title

Date

Name of Contractor

ESCONDIDO UNION HIGH SCHOOL DISTRICT

Signature __________________________

By

Title

Date

Board Approval Date

(Corporate Seal)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento, CA 95827
(916) 255-3900; http://www2.cscb.ca.gov/

(Business & Professions Code, section 7030)