

Val Verde Unified School District
February 6, 2012

RFP-VVUSD-2012-BM
Specifications
Basic Maintenance of Internal Connections

PROPOSAL SCOPE

This RFP covers network restoration for data, voice, and cabling infrastructure services and a proactive maintenance plan for District sites. See Appendix D for list of Val Verde Unified School District (VVUSD) sites who qualify for discounts.

However, the VVUSD may also use this quote and any subsequent awarded contract to purchase network maintenance for other VVUSD sites not covered under E-Rate applications or pay for maintenance or items that are not eligible for E-Rate discounts. The VVUSD will pay the vendor using general funds for these purchases.

Submission Instructions

Service Provider shall provide **three (3)** original RFP Responses and **one (1)** CD of the RFP submittal. Any questions regarding RFP shall be submitted in writing to the Form 470 contact contained herein. Email inquiries are acceptable. The District will not respond to phone call inquiries.

Stacy Strawderman
Val Verde Unified School District
ATTN: E-rate Proposal RFP-VVUSD-2012-BM
975 W. Morgan Street
Perris, CA 92571

All RFP responses must be submitted **BY MONDAY, MARCH 8, 2012 NOT LATER THAN 2:00 PM** (PST) to the contact information contained herein:

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

E-mail inquiries are to be sent to the following individual:

Rosy Campos, CSM

rcampos@csmcentral.com

E-Rate Eligibility Requirements:

The 2012 E-rate Eligible Services defines Basic Maintenance as the following:

“Necessary basic maintenance services are defined as follows: —but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-rate discounts.

The following maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Basic technical support
- Configuration changes

Basic maintenance is eligible for discount only if it is a component of a maintenance agreement or contract for eligible components. The agreement or contract must specifically identify the eligible components covered, including product name, model number, and location.”

In addition, in December of 2010, the Federal Communications Commission issued clarifications in regards to the eligibility of Basic Maintenance of Internal Connections (BMIC) in DA 10-2355. The FCC stated the following:

“As explained in the *Sixth Report and Order*, the Commission seeks comment every year on the proposed list of services and products that are eligible for E-rate funding and uses several criteria to determine whether to include a service in the Eligible Services List (ESL) for the E-rate program.⁵ Although the Commission had sought comment on, among other options, whether it should cease funding for BMIC for funding year 2011, it ultimately decided to retain BMIC as an eligible priority 2 service for the upcoming funding year.⁶ In the *Sixth Report and Order*, the Commission explained that “[r]equests for basic maintenance will continue to be funded as internal connections if, but for the maintenance at issue, the service would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such service.”

4. In order to avoid the potential waste of E-rate resources, however, the Commission concluded that reimbursements for BMIC will be paid only for actual work performed or for hours of labor actually used. The Commission required applicants and service providers to submit invoices to the Universal Service Administrative Company (USAC) for physical work actually performed, as opposed to invoicing in advance for estimated work that in some circumstances may never be performed. Moreover, the Commission stated that work invoices should be based on a reasonable hourly rate or flat fee for the type of service performed and that this process will ensure that E-rate funds will be used only when actual services are provided.

We clarify that fixed price BMIC contracts will continue to be eligible for funding, but only for work that is actually performed under the contract. The Commission's ruling does *not* limit contracts eligible for funding to those that pay service providers on a time and materials basis. For example, if a service provider offers a flat fee for all maintenance and repairs necessary for the upcoming year for specific pieces of equipment, the applicant may apply for E-rate funds for estimated repairs, and funds will be released when repairs or other maintenance is performed and invoices for the actual repairs are submitted to USAC. As work is performed, invoices may be submitted to USAC on a periodic basis during the funding year. We note that USAC, as part of its regular reviews to ensure that funding is being properly disbursed, may request information from applicants or service providers in order to verify the accuracy of the amounts invoiced. We emphasize that applicants should reasonably estimate their anticipated expenses. For example, it is not reasonable to estimate an amount that would cover the cost of every piece of eligible equipment. Instead, the estimated amount must be based on verifiable or historical data, such as previous years' expenses related to maintenance, the cost of previous or current maintenance contracts, and the age of the equipment at issue. If a request for funding seems excessive, especially as compared to requests from previous years, for example, USAC may request additional information from the applicant to support its estimate. We note that an applicant that grossly or knowingly submits a request for funding that is far in excess of its needs will violate the Commission's requirement that applicants make a *bona fide* request for funding.

6. We further clarify that reimbursement is permitted for some other types of BMIC without an applicant having to demonstrate that work was performed. Services such as software upgrades and patches, including bug fixes and security patches, and online and telephone-based technical assistance and tools that are typically standard fixed priced offerings will continue to be funded as BMIC if the service or equipment would not function and serve its intended purpose with the degree of reliability ordinarily provided but for these specific services. In many cases the costs and frequency of these types of services may be difficult to predict or quantify, so we clarify that reimbursement for these repairs will be permitted without demonstration of work performed, as a matter of administrative convenience. Therefore, applicants will be allowed to seek reimbursement of a one-time charge for these services at any time during the funding year. We explicitly distinguish these types of services from the physical maintenance and repair of equipment, such as the labor and parts needed to repair equipment at the school or library, which, as set forth in paragraph 107 of the *Sixth Report and Order* and clarified above, requires that work be performed before reimbursement can occur."

Therefore, the District is interested in maintenance agreements that meet FCC eligibility requirements, such as:

Time and materials agreements

Software and technical support, if not bundled with advanced hardware replacement

Specifications and Statement of Work:

The contract to be awarded will be considered a Time and Materials contract for VENDOR to provide the Services and Materials described in this Statement of Work on an as needed basis for a not to exceed expenditure.

The District is looking for a 1-year contract to align with the E-Rate funding year: July 1, 2012 through June 30, 2013. The District will consider contracts with the option for annual extensions for up to four (4) calendar years.

Should the services outlined in the RFP attachments become ineligible for E-rate program discounts, the District shall have the right to cancel any and all contracts with no penalty.

The District is interested in quotes for E-rate eligible services. Any costs that would not be eligible for E-rate must be identified by the service provider and placed on a separate cost submission.

The VVUSD wishes to purchase a maintenance agreement(s), to include repair and upkeep of eligible data and voice hardware and basic technical support and configuration changes. The annual unit cost must be shown on the Maintenance Pricing Proposal. However, for some items or quantities, the actual maintenance purchase may require a monthly pro-rated amount of the annual unit cost, in order to begin or terminate in accordance with the E-rate funding requirements.

The annual unit maintenance cost must include network restoration for data and voice equipment. The annual unit maintenance cost must include all requirements of this request for quote, including but not limited to, maintenance, all components, necessary tools, equipment, software, licenses, materials, parts, labor, installation, time, freight, sales tax and travel. All other associated costs, including, but not limited to, technical assistance, engineering, network troubleshooting for these sites, administration, support, project management, loaner equipment, in-service and training must be included in the annual unit maintenance cost.

The FCC's Third Report and Order clarified and narrowed the scope of Technical Support Services dealing with maintaining installed and functional eligible Internal Connections to only those tasks necessary to keep the equipment functioning, but not to add additional functionality. Pointedly, the FCC has mandated that "repair," "upkeep" and "configuration changes" are eligible, but nothing more. They have specifically excluded help desk services and network monitoring.¹

Basic Maintenance therefore comprises standards and best practices derived from accepted industry "Best Practices" documentation developed and adopted by the

¹ FCC 03-323 **THIRD REPORT AND ORDER AND SECOND FURTHER NOTICE OF PROPOSED RULEMAKING Adopted:** December 17, 2003

various equipment manufacturers, including Cisco Systems, Microsoft, and others. VENDOR's Basic Maintenance solutions will provide diagnostic, repair, upkeep and configuration change services in accordance with established industry best practices to help maintain East Whittier Elementary School District's eligible E-Rate equipment. Please refer to USAC's Schools and Libraries Division (SLD) web site for the "Eligible Services List" for the specific tasks which can be performed under an E-Rate eligible contract.

CHECK LIST OF REQUIRED DOCUMENTS FROM ALL VENDORS

- Proof of Cisco Authorized Service Provider
- Proof of VBrick Authorized Service Provider
- Appendix A - FEES
- Appendix B - Pricing for Maintenance of Cisco Equipment
- Appendix C - Pricing for Maintenance of VBrick Equipment
- Proof that RFP respondent is not in FCC Red-Light Status, such as FCC Registration Number and documentation
- Any potential service provider found to be in Red-Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. Service provider is required to show Proof they are not on FCC Red-Light Status; **Information can be accessed at <http://www.fcc.gov/redlight/>**
- Signed Maintenance Proposal
- Proof of Certifications listed under Staffing Requirements
- References from 3 similar institutions located in Southern California where similar work has been completed in the last 12 months.
- Documentation on the call Management process for all Service Calls
- Technical Support Information

ADDITIONAL SERVICE REQUIREMENTS

The VVUSD reserves the right to amend the agreement or enter a new agreement for additional items as covered under this quote.

If VVUSD chooses, newly purchased equipment will be added to the maintenance service as their warranty periods expire and will be maintained at the pro-rated annual price listed herein.

STAFFING REQUIREMENTS

The successful VENDOR(s) must hold valid manufacturer's certifications appropriate to the scope of work. Please include proof of this with your proposal.

INSPECTION OF SITES

Prior to each job it shall be the responsibility of the successful VENDOR(s) to inspect the work site. Along with a VVUSD assigned representative, the VENDOR shall examine each site and become thoroughly familiar with all existing conditions within the scope of the work. This examination shall be arranged with the VVUSD's assigned personnel

and shall be made prior to the commencement of work.

RESPONSE REQUIREMENT

One hundred percent parts, materials, labor, time, travel, installation, preventative maintenance and repair maintenance with a twenty four (24) hour response time (next business day) between the hours of 7:00 am to 5:00 pm. A 24 hour maximum limit to bring the system to VVUSD acceptable functionality is required, full repairs to be completed as soon as possible, and in agreement with the VVUSD authorized personnel, with 24 hour repair time for all critical components, Monday through Friday, excluding holidays, at various and simultaneous VVUSD sites. On a case-by-case basis, other times and days may be agreed to by the VVUSD and VENDOR in writing.

REPAIR REQUIREMENT

Twenty-four hour maximum repair time for all components, Monday through Friday, excluding holidays, at various and simultaneous VVUSD sites is the SLA goal. On a case-by-case basis, other times and days may be agreed to by the VVUSD and VENDOR in writing. The VENDOR shall provide and remove loaner equipment at no additional cost to VVUSD if above maximum time frames cannot be met.

NON-COMPLIANCE

Penalty for non-compliance of Response or Repair Requirement is \$250 a day plus any incurred expenses by VVUSD.

SOFTWARE UPDATES

Most current available software updates and patches for items covered under this maintenance agreement shall be provided and installed for the VVUSD throughout the term of the contract.

MAINTENANCE PROTOCOL

At the time verbal notification from VVUSD is given to the VENDOR indicating that maintenance is required, the VENDOR will advise VVUSD personnel when the VENDOR will visit the site by stating a date and approximate time for the site visit. Accurate call records shall be maintained and provided to VVUSD upon request, showing names of VVUSD and VENDOR personnel contacted for all service calls. The 24-hour response time starts when the authorized VVUSD representative verbally contacts the VENDOR to place a service request. The VENDOR will visit the site to determine the problem and then contact the appropriate VVUSD personnel to advise of the findings, solution and expected time requirement for completion of the repair. The VENDOR will also immediately advise the VVUSD personnel of any changes or delays in the maintenance work needed. In addition, the VENDOR will contact the VVUSD personnel to advise when the job has been successful completed. The VENDOR is not permitted to take the VVUSD property without first notifying VVUSD and reporting VVUSD asset information to the designated district contact. VVUSD reserves the right to receive a pro-rated credit for the unused portion of the annual maintenance amount should the equipment

be removed from VVUSD use, unless replaced with like or upgraded item. There shall not be any penalty or additional charge for the discontinuation of the service.

REPORTS

The VENDOR shall maintain and provide an electronic copy and two (2) hard copies of repair reports to VVUSD on a quarterly basis. The report shall be in Excel format. The report shall contain the following minimum information: site, make, model, asset tag serial number, VVUSD number of equipment, date of requested repair, date of completion of repair, and a statement of what was repaired. At the end of the year, the vendor will provide an updated logical drawing documenting the network inventory for each school including moves, adds and changes using Visio or other agreed upon software.

LIMIT OF SERVICE

VVUSD may place, and the VENDOR will respond and repair to, an unlimited number of service requests. No additional fees will be charged other than the fees outlined in Appendix A.

EXCLUSIONS OF SERVICE

VVUSD excludes from the VENDOR'S coverage of this maintenance agreement any repairs that are caused by: misuse, or failure to follow the manufacturer's operation instructions, theft, vandalism, riot, strike, criminal acts, power failure, fire, water, and other perils, acts of war, lightning, air conditioning or humidity control failure, shock, corrosive atmosphere, electrical damage, accident, normal wear and tear of disposable items, work performed by persons other than VENDOR'S personnel without VENDOR authorization, or without VENDOR'S supervision, and products not covered under this agreement.

MANUALS

VENDOR shall furnish, at no charge to the VVUSD, one copy of all operating manuals for every new piece of equipment installed as a result of maintenance item replacement.

WARRANTY

VENDOR must warranty all products and service against defect in workmanship for at least 90 days or the manufacturer warranty, whichever is greater. Warranty must be inclusive for all quote items, including but not limited to, equipment, software, workmanship, labor, installation, parts, time, travel, and freight.

TECHNICAL SUPPORT

VENDORS are to provide information on their technical support. Location, hours, phone number, and key contact names are to be provided.

MAINTENANCE PRICING PROPOSAL

Quantities shown are estimates only. VVUSD reserves the right to order more, less or

none of the quantities/items indicated. VENDORS should insert an annual unit cost for maintenance coverage for the items shown below: (INCLUDE CALIFORNIA SALES TAX AND ALL COSTS INCIDENTAL TO THIS CONTRACT IN THE ANNUAL UNIT MAINTENANCE COST.) The cost for each component shall include network restoration, cabling infrastructure services and proactive maintenance.

NETWORK RESTORATION SERVICES

VVUSD desires the support and restoration of Network (data and voice) down problems caused by E-rate eligible equipment.

Additionally, the VENDOR will provide preventative services including:

- Repair and upkeep of eligible hardware
- Basic Technical support
- Configuration changes
- Maintenance report
- Software upgrades and patch application

MAINTENANCE SERVICES BILLING

All work performed will be for E-Rate eligible items. Any work on ineligible items or services must be authorized by the VVUSD in writing.

E-rate Invoicing: Prior to commencing work, VVUSD will provide:

1. a fully signed contract signature sheet
2. a purchase order in the amount that the E-rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs)
3. a copy of the USAC's Funding Commitment Decision letter

As a service to VVUSD, VENDOR will perform dual billing per E- rate terms and conditions. First, VENDOR will invoice VVUSD monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, VENDOR will invoice the SLD for the remaining discounted portion of the ELIGIBLE items.

VENDOR will be responsible for maintaining detailed logs of work performed, the equipment involved, and the location of said equipment. This information must be provided to the district upon submission of any invoices.

Appendix A: FEES

For purposes of the application for E-rate funding (Form 471 and Item 21 Attachments) the VENDOR will provide the following breakout. VVUSD will be invoiced monthly for at the following rates:

Services Description to be 100% E-rate eligible.	Charges	Qty	Extended Charges
Hardware remote and on-site basic personnel support	\$ ___ per hour	100	
Hardware remote and on-site advanced personnel support (such as certified engineer)	\$ ___ per hour	100	
Manufacturer's authorized basic maintenance (CiscoBase) including items such as software updates, bug fixes, patches, and telephone technical support (if applicable) – MUST NOT INCLUDE HARDWARE REPLACEMENT		<i>As appropriate to Appendix B Equipment to be Covered</i>	
Repair of equipment that is not end of life up to \$50,000			\$50,000
Replacement of malfunctioning equipment up to \$100,000 Discount % off List Price: _____			\$100,000
Not to Exceed Amount:			

Pricing Assumptions:

- VVUSD is only billed for hours used
- All services are 100% E-rate eligible
- Hourly charge will include coordination/management
- Price includes applicable sales tax and freight charges – please indicate above

Appendix B: Cisco Equipment to Be Covered

Next Business Day Support

Con-SNT-E (8x5 – 4hr.).	Qty	Item	Serial number
	1	Catalyst 6509	SAL08290QYN
	1	Catalyst 6509	SMG0952A0FA
	6	USCB200 M2	
	2	UCS 5108	
	2	6120XP 20PT Fabric Interconnect	
	2	6Pt 8Gb FC/Expansion Mod/UCS 6100 Series	
Con-SNT (8x5 NBD			
	1	Cisco 3745	JMX0902L38J
	1	Cisco 3845	FTX1028A541
	1	Catalyst 6509 -E	SMG0918N4CF
	1	Catalyst 6509	TSC07180050
	2	AIR-CT5508	
	1	ASA-5540	JMX1436L0T4
Software - SAS-U level		Cisco Unity Software with 32 ports and 2500 user licenses	
		Cisco Call Manager Software v. 7.x	
		Cisco CER Software	
		Cisco WCS with 500 client licenses	

Appendix C: VBrick Equipment to be covered

Next Day Business Support

2 – MCS servers

3 – VOD servers

10- VBrick 6200 encoder/Decoders

Appendix D: Equipment Location

Avalon ES	1815 E Rider St	Perris	CA	92571
Columbia ES	21350 Rider St	Perris	CA	92570
El Potrero Preschool	16820 Via Pamplona	Moreno Valley	CA	92551
Lasselle ES	26446 Krameria Ave	Moreno Valley	CA	92555
Manuel Real ES	19150 Clark St	Perris	CA	92570
Mead Valley ES	21100 Oleander Ave	Perris	CA	92570
May Ranch ES	900 E. Morgan St	Perris	CA	92570
MM Bethune ES	25390 Krameria St	Moreno Valley	CA	92551
Rainbow Ridge ES	15950 Indian St	Moreno Valley	CA	92551
Val Verde Academy	25100 Red Maple Ln	Moreno Valley	CA	92551
Sierra Vista ES	20300 Sherman Rd	Perris	CA	92571
Triple Crown ES	530 Orange Ave	Perris	CA	92571
Val Verde ES	2656 Indian Ave	Perris	CA	92571
Victoriano ES	25650 Los Cabos Dr	Moreno Valley	CA	92551
Lakeside MS	27720 Walnut St	Perris	CA	92571
March MS	15800 Indian St	Moreno Valley	CA	92551
Tomas Rivera MS	21675 Martin St	Perris	CA	92570
Vista Verde MS	25777 Krameria St	Moreno Valley	CA	92551
Citrus Hill HS	18150 Wood Rd	Perris	CA	92570
Rancho Verde HS	17750 Lasselle St	Moreno Valley	CA	92551

Val Verde HS	972 Morgan St	Perris	CA	92571
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