



**CELLULAR PHONE SERVICE  
WITH WIRELESS INTERNET ACCESS**

**QUOTE # 09-01**

**December 4, 2008**

**Lincoln Unified School District  
2010 W. Swain Road  
Stockton, CA 95207**

## **SUMMARY**

The Lincoln Unified School District is seeking quotes for **Cellular Phone Service** for both single and multi-year contracts. We have an estimated **100** cellular phones with a total average of **400** minutes per user per month, including voice mail Text Messaging, 3-way calling, Call Waiting, Wireless Internet Access, Caller ID and “direct connect” features/options, if available. All plans proposed must include detailed billing, paper, CD Rom and online account access.

Above required information must be included within the mandatory Bid Form (from district web site - Excel spreadsheet “Y12 Cell Phone Bid Form.xls”).

All areas within the geographical district must have 100% connectivity—minimum three bars. Repeaters, if required to provide service, are to be installed where required. All services must be provided solely by a single vendor.

All plans proposed must include detailed billing, paper, CD Rom and online account access.

### **In Addition, Please provide the following information:**

1. Length of time business has provided this type of service.
2. 3 reference sites using your service 3 years or more.
3. The Service Level Agreement (SLA) for your proposal.
4. Indicate any options available.
5. Trouble reporting and escalation procedures.
6. Hours of operation for help or trouble reporting.
7. Describe maintenance and trouble notification (to us) procedures.
8. Costs: Detail all service costs with cost of supported cell phones separate.
9. Please show applicable discounts separately, if applicable.
10. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
11. An implementation timeline proposal starting July 1, 2009.
12. Corporate customer E-Rate contact information.

### **Special Conditions:**

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacture, said decrease shall be passed on to the Lincoln Unified School District and documented with new price sheet sent to or service or from the manufacture, said decrease shall be passed on to the Lincoln Unified School District Office.
2. Any prospective bidder, who contacts any Lincoln Unified School District Board Member during the RFP process, will be disqualified from consideration for the RFP award.
3. The Board of Education reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.

4. All equipment costs must be included and identified separately.
5. The RFP must cover the total cost of successfully converting all users to the new service.
6. All existing telephone numbers must remain the same.

**Notes:**

1. Multi-year contracts considered.
2. This RFP is subject to E-Rate and District funding availability, although your proposal should include service for all 95 cell phones, some phones may not be eligible for E-RATE funding.
3. Proposals **MUST** be received in the Lincoln Unified School District Office by **10:00 a.m., Monday January 5, 2009.**

**MULTI-YEAR CONTRACT**

Lincoln Unified School District is requesting that the selected vendor enter into a multi-year contract for E-Rate Eligible Equipment and Services with the option to extend the contract on an annual basis if determined to be in the best interest of the District. The contract shall begin on July 1, 2009 and can be extended on an annual basis for a maximum of five (5) years at the sole discretion of Lincoln Unified School District.

**VENDOR REQUIREMENTS**

All companies participating in this quote must have approved State or Multi-State Multiple Award Schedules. The vendor must meet or exceed all minimum qualification requirements.

All submitted quotes must provide at a minimum, all requested information in this quote document. **Any portion not included will be cause of elimination from the quote process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the quote requirements. Any portions of the submitted quote, which are to be treated by Lincoln Unified School District proprietary and confidential information, must be clearly marked as such.

Lincoln Unified School District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the request for information, contained in this section.

1. Vendors must submit all approved Multiple Award Schedules that are required for this project. The California or Multi-State award schedules must be held by the vendor:
  - Multiple Award Schedule Cellular Phone Service

## QUOTE EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. The company may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the Lincoln Unified School District technology needs.

### Evaluation Criteria

1. Bid Price
2. Equipment Costs
3. Training
4. Extent of E-Rate experience

The successful bidder will be chosen based upon best value. The district reserves the right to reject any or all bids.

## RFP SCHEDULE

|                |   |
|----------------|---|
| Quote offered  | Date listed at the top of this RFP        |
| Quote closing  | <b>10:00 a.m., Monday January 5, 2009</b> |
| Selection      | Before 471 filing date                    |
| Award of Quote | Contingent upon funding from E-RATE       |

## SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

1. PROPOSALS: Each proposal shall be submitted on forms supplied by the Lincoln Unified School District. Each proposal shall conform and be responsive to the District's specifications. Bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.
2. DEADLINE FOR RECEIPT OF PROPOSAL: Three copies of the proposal must be submitted by **10:00 a.m., Monday January 5, 2009**. If the proposal is faxed, please follow up the fax by mailing on the same day one wet-signed original of all documents to the following address:

2010 W. Swain Road  
Stockton, CA 95207-4055

3. PROPOSAL SUBMISSION REQUIREMENT: Proposals shall be submitted to the address above and labeled as follows:

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It is the sole responsibility of the bidder so see that his proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.

4. **QUESTIONS RELATED TO THE RFP:** Questions related to this RFP should be directed to Karen Deller at 2010 W. Swain Road, Lincoln, CA 95207 Phone (209) 953-8722 E-mail kdeller@lUSD.net
5. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
6. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
7. **QUOTE SEPARATELY:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
8. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of Lincoln Unified School District owned existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirement.
9. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. Lincoln Unified School District is not exempt from California State sales and use taxes. Lincoln Unified School District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
10. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
11. **MODIFICATIONS:** Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in Lincoln Unified School District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered, and telephone modification may be considered

only if postmark evidence that a confirmation of the telegram duly signed by the bidder was made, received and attached to the original proposal form prior to the opening of the proposal.

12. EXAMINATION OF CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
13. ERROR IN PROPOSAL: Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time between the hour of proposal submittal and the hour of proposal opening and, having done so, no bidder will be permitted to resubmit a proposal.
14. WITHDRAWAL OF PROPOSAL: Any bidder may withdraw his proposal either personally, by written request, or by telegraphic request confirmed in the manner specified in Section 13 above prior to the scheduled closing time for receipt of proposals. All proposals received by Lincoln Unified School District shall remain subject to the acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
15. AWARD OF CONTRACT LIMITATION: No proposal will be accepted from or contract awarded to any party or firm in arrears to the Lincoln Unified School District, or who is a defaulter as surety, contractor or otherwise.
16. EVIDENCE OF RESPONSIBILITY: Upon the request of Lincoln Unified School District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
17. ACCEPTANCE OR REJECTION OF PROPOSALS: The Board of Education reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of Lincoln Unified School District.
18. THE CONTRACT: The bidder to whom the award is made shall be required to enter into a written contract with Lincoln Unified School District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.

19. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
20. **BRANDS.** When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.
21. **SAMPLES.** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
22. **FEDERAL OR STATE REGULATIONS.** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
23. **ASSIGNMENT PROHIBITED.** No contract awarded under this proposal shall be assigned without the approval of the Board of Education. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.
24. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS.** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
25. **DELIVERY.** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the Lincoln Unified School District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District.

Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

26. INSPECTION OF ITEMS FURNISHED. All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
27. INABILITY TO PERFORM. In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
  - a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
  - b. The District may cancel the contract or purchase order, entirely or in part.
  - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
28. WARRANTY-PRODUCT. Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
29. EQUAL OPPORTUNITY EMPLOYMENT. Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

30. In the event that your company elects not to bid this requirement, we request that you respond accordingly stating the reason for not bidding. This will assist the District in maintaining an up-to-date listing of viable sources for our projects.
31. No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all the facts and circumstances.
32. ARBITRATION: All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
33. E-RATE PARTICIPATION: Lincoln Unified School District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.
34. SPIN: Each vendor providing services to Lincoln Unified School District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Corporation can be reached online at: <http://www.slcfund.org> – click on “Service Provider Area”.