

**GCCLR – Dr. M.L. Garza-Gonzalez Charter School
E-RateFY2009
LONG DISTANCE / LOCAL TELEPHONE SERVICE
FY009-POTS/LD-ER02**

DATE: January 5, 2009

QUOTES MUST BE DELIVERED BY: February 3, 2009 at 5:00 P.M.

QUOTES MUST BE DELIVERED TO: GCCLR
4129 Greenwood Drive
Corpus Christi, TX 78416
Attn: Office of Finance

CONTACT PERSONS: All questions must be sent to peter.fernandez@gcclr.org.

Dr. M. L. Garza-Gonzalez
CEO

Submission of this proposal shall serve as evidence that the offeror understands and agrees to all conditions of the Request for Proposal. Faxed proposals will not be considered. All offerors must submit the attached felony conviction form, in accordance with Section 44.034 of the *Texas Education Code*, the non-collusion disclosure, conflict of interest questionnaire and all signed addendum pages. Failure to submit these forms may result in disqualification of your proposal.

NAME OF VENDOR SIGNATURE OF REPRESENTATIVE

ADDRESS PHONE & CELL PHONE

E-MAIL ADDRESS DATE

Note to Vendors:

1. The term of this Competitive Sealed Proposal shall be for twelve months, beginning July 1, 2009 and ending June 30, 2010.
2. This is a twelve (12) month contract with an option to extend for an additional two (2) or three (3) twelve (12) month periods subject to approval by Schools and Libraries Division and Charter funding.
3. DR. M. L. Garza-Gonzalez Charter School (Charter) reserves the right to reject any or all proposals, waive all irregularities and to choose the best value proposal.
4. All questions regarding this proposal should be e-mailed to peter.fernandez@gcclr.org.
5. Bidders must submit the original paper copy and two (2) Data Compact Disks (CDs) each containing the following two files. All PDF files and CD names should be as follows:
“Telecomm Services # FY09-POTS/LD-ER02 Your SPIN # _____.”
 1. Electronic version of proposal in PDF format; The PDF file name should be as follows: Telecomm Services #FY09-POTS/LD-ER02 Your SPIN # _____.”
6. Charter reserves the right to award all, part or none of the proposal and is subject to Schools and Libraries Division funding and/or availability of Charter funding.
7. Award of bidder's Competitive Sealed Proposals will be in the form of a contract. Award is contingent on funding from Schools and Libraries Division and Charter funding.

LONG DISTANCE / LOCAL TELEPHONE SERVICE

FY09-POTS/LD-ER02

SPECIFICATIONS

The Gulf Coast Council of La Raza (CHARTER SCHOOL) request proposals from qualified vendors to provide LONG DISTANCE / LOCAL TELEPHONE SERVICE and local services for all facilities operated and/or funded by the CHARTER SCHOOL. Please contact Peter Fernandez at (361) 881-9988 or e-mailed to peter.fernandez@gcclr.org.

I Service Description and Configuration

The CHARTER SCHOOL requests that proposals submitted by respondents shall:

- A. Possess all federal and state licenses and registrations required for a common carrier and presently comply with all Federal Communications Commission (FCC) and Public Utility Commission (PUC) regulations imposed upon them. Any service offered by the respondent must comply with all rules and regulations governing intrastate and interstate communications. A failure to maintain said licenses and registrations will constitute a breach of any agreement resulting from any award by the CHARTER SCHOOL based on this RFP. Said breach will result in termination. Any costs associated with transfer of services to the previous LONG DISTANCE / LOCAL TELEPHONE SERVICE provider (or any provider named by the CHARTER SCHOOL) are the sole responsibility of the vendor.
- B. Ensure that respondent's service is available to the CHARTER SCHOOL 99.9 percent of the time, seven days a week, twenty-four hours per day. Service needs require a Poisson distribution access grade of P.01 (a maximum of 1 call per 100 attempts that does not complete).
- C. Ensure respondent's billing is in a maximum of six-second increments. Respondent should identify any rates or services not billed in six-second increments or less.
- D. Ensure that credit adjustment processing occurs within one billing cycle. The respondent must aggregate multiple locations into one billing for accounting. The respondent must provide a toll-free customer service number. The respondent must provide a single point of contact to provide customer service assistance. Billing must include originating telephone number, date of call, time of call, called number and location, identity of caller, length of call to 1/10 of a minute or less, and charge for each call. Billing detail-reporting compilation in ascending (alphabetical) order using department number and caller is required. Billing should use a page break (skip to beginning of new page) between departments to aid in distribution. The respondent should not incorporate duplex printing (do not print billing information on back of page). The respondent must provide the CHARTER SCHOOL with detailed billing reports, for the previous twelve months or any specified period, within ten business days from receipt of said request. The billing cycle shall begin on the first day of the month and end on the last day of the month. The respondent must issue billing within 20 calendar days from the close of the

billing cycle. Address all billing for the CHARTER SCHOOL to the Office of Finance, ATTN: Accounts Payable. The respondent must include a sample of all billing with this RFP.

- E. Ensure that account codes are available for use, when requested. Respondent must be able to provide account codes with up to eight numeric characters in length. Zero is to be one digit. (Example 001052 could be code).
- F. Provide answer supervision for all calls. Respondent must explain its method of handling potential charges for unanswered calls at the distant location. Billing for calls will not begin until reception of answer supervision from the called party and there will be no charge for unanswered calls.
- G. Ensure that CHARTER SCHOOL facilities requiring the use of call directors (dialers) are provided said equipment at no additional cost. During the term of this agreement, the respondent agrees to service and maintenance of the call directors, to include software and hardware upgrades as well as uninterruptible power supplies (UPS), at no additional cost.

Any usage levels indicated by the CHARTER SCHOOL will not be guaranteed. Any traffic summary information provided by the CHARTER SCHOOL is typical of monthly usage.

This agreement will be in effect for three years. During this term, the respondent agrees to guarantee rates for the specified period. Respondent agrees to pass on all rate reductions to the CHARTER SCHOOL.

The selected respondent will have thirty days to convert all CHARTER SCHOOL locations to his service. Upon award of the contract, the selected respondent will attend on site meetings to establish accounting codes, telephone number verification for account groupings, and billing addresses. Pending approval of the Federal E-rate program.

Submission of a Proposal: Obligates the submitter to agree to be held responsible for:

- a. having examined the Request for Proposal and all referenced and applicable decisions of authorities having jurisdiction over the work herein, statutory authority, and local policy;
- b. having become familiar with the nature and Scope of Services required by the District; and
- c. identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the District's timeline for completion of the Services.

II Criteria for Evaluation

2. CHARTER SCHOOL will evaluate the quotes based on the following matrix:

Price	30%
Prior Experience (Similar Projects)	25%
Personnel Qualifications	15%
Management capability	10%
Past Performance (Similar Projects)	<u>20%</u>
	100%

3. **ERATE CERTIFIED:** All responding vendors must be Universal Service Fund (USF), E-Rate vendors with a currently valid Service Provider Identification Number (SPIN) and FCC Registration Number (FRN)
4. **LATE QUOTES: NO FAXED QUOTES WILL BE ACCEPTED.**
5. **AUTHORIZED SIGNATURE:** Quotations MUST show full firm name and address of vendor, and be manually signed on the “QUOTATION SIGNATURE SHEET.” **Failure to do so will disqualify quotation.** Person signing quotation must show title or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.**
6. **WITHDRAWAL/ALTERATION OF QUOTATIONS:** Quotations may be negotiated at the School District’s option after the Quotation closing. Alterations made before quotation closing must be initialed by vendor guaranteeing authenticity. No quotation may be withdrawn after closing without acceptable reason in writing and with the approval of CHARTER SCHOOL.

III Proposal Format and Content

Proposals must be submitted in the format outlined in this section, with each of the described sections completed in full. Each proposal will be reviewed to determine if it is complete before actual evaluation. The CHARTER SCHOOL reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the request for information in this RFP.

A. Contractor Background and Qualifications

Section A of the proposal should include the following information about the respondent.

1. Information about the respondent including address, telephone numbers, names of contact persons and of lead personnel.
2. General information about the respondent's qualifications and an annual report of audited financial statement covering the most recent fiscal year.
3. Information about the respondent's prior work experience, including a list of local agencies or companies for which similar installations and services have been completed.

B. Service, Maintenance, and Support

Section B of the proposal should contain the following information about the respondent's service, maintenance, and support (technical/customer service/help desk):

1. The general services, maintenance, and support procedures to be provided by the respondent.
2. The frequency of service and maintenance.
3. The current numbers of personnel the respondent employs in service centers. Inclusion of training documentation is required for respondent's proposal. Please indicate the number of local service technicians currently on staff as well as the location of local parts inventory.
4. Procedures for handling emergencies.
5. The service and maintenance procedures for which the respondent will expect the CHARTER SCHOOL to be responsible.
6. The method proposed for the training of CHARTER SCHOOL personnel by the respondent.
7. Procedures for handling service, software, and equipment upgrades.

8. Standard or extended warranty information, where applicable.
9. The current numbers of personnel the respondent employs in customer service/help desk capacities as well as the locations of respondent's customer service/help desk centers.

C. Technical Aspects of the Proposal

Section C of the proposal should contain the following information about the respondent's technical approach to meeting the CHARTER SCHOOL's objectives:

1. Information about specific equipment and services the respondent proposes to furnish, including information regarding third party manufactures, suppliers, and services.
2. Equipment to be installed as part of this proposal (for example, call directors, digital circuit interfaces, DSU/CSUs, etc.).
3. Information about specific operational service features of the proposed LONG DISTANCE / LOCAL TELEPHONE SERVICE network, including network capacity.
4. Software rights or restrictions.
5. Information regarding all network features proposed, and all features available, but considered optional.

D. Financial

Section D of the proposal should contain the following information:

1. Pricing must be itemized in detail for each item, feature, and service proposed.
2. Summarize all initial costs for LONG DISTANCE / LOCAL TELEPHONE SERVICE implementation.
3. Provide pricing for any ongoing fees, programming charges, service or consultation charges.
4. Provide pricing for expansion of services, including additional hardware, software or programming charges.
5. Total the cost of all equipment and services to be included in initial implementation of LONG DISTANCE / LOCAL TELEPHONE SERVICE network.

6. Provide rate structure pricing for directory service, inbound 1-800/888 (switched and dedicated) service, 1 + switched (to include cellular) and dedicated access for Intrastate/IntraLATA and Interstate/InterLATA services, and credit card usage rates, including any surcharges onto worksheet A.

7. Provide billing procedures information.

Note: Other solutions may be considered provided the vendors can supply a complete turnkey solution that will meet the entire needs of the CHARTER SCHOOL. Please provide detailed information on an alternate solution

D. Response Format

Vendor:			
Vendor Address:			
1.	RFP#:	FY09-POTS/LD-ER02 Long Distance/Local Service	
2.	Entity Name:		
3.	Vendor SPIN:		
		Totals	
	Item	Monthly Eligible	Monthly Ineligible (If Applicable)
4.	Long Distance Charges		
5.	Local Charges		
6.	Non-eligible Charges: _____		
7.	Installation		
8.	Total Estimated Monthly Charges:		
9.	Total Annual Amount:		
10.	Comments:		

- Note: Please provide listing for all “Non-eligible Charges”

Appendix A

207798

GCC LR - ATS DISTRICT

TX DISTRICT

Location of MAN nodes

Entity Number:	214432
Entity Name:	DR. M. L. GARZA-GONZALEZ CHARTER SCHOOL
NCES District Number:	00025
Primary Street:	4129 GREENWOOD
Primary City:	CORPUS CHRISTI, TX 78416
Entity Category:	SCHOOL

Entity Number:	214460
Entity Name:	LA RAZA C B C
NCES District Number:	00025
Primary Street:	2203 BALDWIN
Primary City:	CORPUS CHRISTI, TX 78405
Entity Category:	SCHOOL

Entity Number:	211895
Entity Name:	GCC LR -ATS SHELTER CAMPUS
NCES District Number:	00025
Primary Street:	721 OMAHA
Primary City:	CORPUS CHRISTI, TX 78408
Entity Category:	SCHOOL

Felony Conviction Notice

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give **advance notice** to the district if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of the contract.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name _____

Authorized Company

Official’s Name (please print) _____

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official _____

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) _____

Details of Conviction(s) _____

Signature of Company Official _____ Date _____

C. My firm is a publicly owned, stock-exchange corporation; therefore, this reporting requirement is not required.

Signature of Company Official _____

NON-COLLUSION DISCLOSURE

I am the manager, secretary or other agent or officer of the principal of the Bidder in the matter of the proposals to which this disclosure is attached and I have full knowledge of the relations of the Bidder with the other firms in this same line of business, and the Bidder is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services proposal on, or to influence any person to bid or not to bid thereon.

I further affirm that the Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.

Contractors receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§_.36)

Vendor Name: _____

Vendor Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____
(printed)

Signature of Company Official: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

If applicable, attached Form CIQ must be filed by vendor with Charter no later than the seventh business day after vendor submits vendor’s response to the proposal. See Section 176.006, Local Government Code.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Codes.</p> <p>A person commits an offense if the person violates Sections 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	Office Use Only Date Received	
<p>1. Name of person doing business with local governmental entity.</p>		
<p>2.</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a). Local Government Code is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendation to a local government officer of the local governmental entity with respect to expenditure of money.</p>		
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of the questionnaire.</p>		

5. Name of local governmental officer with who filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with who the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer names in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer names in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local governmental officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of Interest.

7.

Signature of person doing business with the governmental entity

Date