

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2020: 7/1/2020 – 6/30/2021

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

GENERAL INFORMATION, TERMS AND CONDITIONS

E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Form 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled
 - Transport Only - No ISP Service
 - Internet Access: ISP Service Only
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Other
- Category 2:
 - Internal connections
 - Basic maintenance of internal connections
 - Other

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, www.usac.org/sl/, or call the SLD Help Line at 888-203-8100.

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to spam. Repeated spamming could cause *all* of your information to be overlooked, your email

address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to support SLD Standard Form 471 entry, with minimal need for Applicant modification.

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.**¹

1. GENERAL INFORMATION

1.1 Introduction and Scope

Starting with Funding Year 2020 (July 1, 2020 – June 30, 2021), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure, to enhance student achievement in its classrooms, or to enhance patron experience in its library. Qualified entities offering these products and services [Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² Items that are conditionally or partially eligible should also be noted. Ineligible items should be eliminated when possible (or

¹ In general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

² Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should **not** be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
 - Names of Principals and Type of Organization
 - Contact Information
 - Years in Business
- Experience: K-12 references for 3 similar projects in the last 5 years
- E-Rate track record:
 - Green light status
 - Valid SPIN, or evidence of application for SPIN
 - FCC Registration Number
 - 499 Filer status
 - SPAC filing history
 - Routinely successful SLD funding approvals
- No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications
- Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
- Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership
- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) must register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

1.4 Phased Implementation

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules)

- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment

For *example*:

- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL

If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

2. TERMS AND CONDITIONS

2.1 Submission Deadline & Delivery Address

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. ***Proposals should be valid through the close of the FY2020 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.***

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

Submission of the provided RFP Signature Page is required. Proposals should include the executed signature page, indicating the bidding organization's firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. ***The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.***

If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the ***legally binding agreement***, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

Submission of the Pricing Form is required. Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the

Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless both parties initial each correction. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

2.2 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

2.3 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

2.4 Interpretation, Additional Information, Corrections and Addenda

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the cover page of the SPECIFIC section of the RFP. Questions submitted after the question deadline will be ignored.* Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

PLEASE NOTE: USAC'S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant's Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.

2.5 Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

2.6 Implementation, Acceptance, Financing and Payment

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.³

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts, to wait until dates allowed by E-Rate program rules preceding the funding year or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts, or to wait for FCDL, after July 1, for the strongest assurance of discounts.

Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year*, even if Applicant authorizes early implementation of non-recurring projects. For telecommunications services within California, SLD's "SPI" mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus "BEAR" invoicing will be at Applicant's discretion, consistent with E-Rate program rules. ***Vendor proposal submission implies willingness to comply with invoicing provisions.***

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant

³ See USAC/SLD "Advance Installation" (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

2.7 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer's warranty, so please describe this service in detail where available.⁴ Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

2.8 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board⁵ [FOB] the Applicant address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

"Budgetary" pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and

⁴ Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.

⁵ "Free On Board" is the point at which a seller is no longer responsible for shipping cost.

might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

2.9 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

2.10 Right to Reject; Unit Pricing

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant’s State(s) and Applicant’s State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

- California's Public Contract and Education Codes (<http://www.leginfo.ca.gov/calaw.html>)
- State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)
- Applicant’s local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195 available at: https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please

refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.***

Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects⁶
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland “Anti-Kickback” Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. ***It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.*** Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

2.12 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁷ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant’s preference is for an “Authorization to Order” type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract.

⁶ Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://efiling.dir.ca.gov/PWCR/Search.action>.

⁷ E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.

This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State's procurement regulations, and the E-Rate program rules
- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
 - (b) Not proceed with contracted products/services unless E-Rate funding is approved
 - (c) Not proceed with contracted products/services if E-Rate funding is lower than requested
 - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
 - (e) Optionally proceed with 'same functionality' products as needed (service substitution)

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant
- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services

In general, Applicant prefers "discount" invoicing method and Service Provider Invoicing [SPI]. Unless specifically negotiated with vendor, SPI is the applicant's choice.

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A's and Vendor B's bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate "apples to apples" comparison of proposals.**

Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor's nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant's and the SLD's shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications ***as appropriate to the products and services offered***. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor's processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements
- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]
- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program
- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number
- Vendors proposing telecommunications services must be eligible telecommunications providers ("common carriers" filing Form 499) as defined by SLD or must show that an *exception* applies to their offering
- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD
- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)
- Vendor must maintain a Drug Free Workplace
- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are ***illustrative*** of appropriate qualifications for common E-Rate K-12 technology

projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available
- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years
- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects
- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)
- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information

2.15 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

2.17 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents.

2.18 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents.

2.19 Additional Requirements

2.19.1. INSURANCE

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:

- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act
- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.
- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.
- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.
- d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.
- e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.
- f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

2.19.4. SALES TAX EXEMPTION

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.

2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed "Item 21 Attachment," or current equivalent, in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.

Appendix: Example Detail of Taxes⁸

The Applicant seeks the *total* cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- Federal Universal Service Fund
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

Some vendors charge:

- Regulatory Cost Recovery Fees
- Other Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

⁸ This is an example; vendors should provide similar details for Applicant local and state areas.