

# **The Keefe Regional Technical School RFP**

## **Introduction**

## **Objective**

The Keefe Regional Technical School (hereinafter referred to as "The Customer") is seeking bids for our E-Rate application for our school system.

The Customer herewith requests proposals for these services as described in the attached specifications from interested persons (hereinafter known as "The Vendor"). The vendor can choose to bid on any portion of this project. The Customer requires that any proposal include seamless conversion of any existing data (if applicable), complete documentation of work done and transfer of ownership with training when needed. The Customer reserves the right to reject any and all proposals, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of the Keefe Regional Technical School.

All aspects of each project must comply with the Federal Communication Commission's competitive RFP requirement for Universal Service Fund (USF) support and services. Vendor bidding on E-Rate projects must supply SPIN number in the response.

Other information may be made available to interested persons by contacting the Director of Finance.

Contact for this RFP is:

Dolores Sharek  
Director of Finance  
Keefe Regional Technical School  
750 Winter Street  
Framingham, MA 01702  
508-416-2240  
[dsharek@jpkeefehs.org](mailto:dsharek@jpkeefehs.org)  
BEN# 120312

## Schedule of Events

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor.

Event	Date
1. Release of RFP	10/5/2017
2. Site Walk-through (Strongly Recommended)	Tuesday, 10/17/2017, 9:00 AM. (limited to max. 2 hours)
3. Deadline for Proposal Submission	11/6/2017
4. Evaluation of Responses	Week of 11/6/2017
5. School Committee Approval	TBD

**Basis of Award**

In keeping with the guidelines of USAC and school policy, this RFP will be awarded to the most cost effective provider. Prices will be the primary factor, but not necessarily the sole factor, in evaluating the RFP’s. Other factors of consideration may be prior experience, including past performance, personnel qualifications, including technical excellence; management capability, including schedule compliance; environmental objectives; and flexibility of leasing terms and arrangements. The customer does not guarantee any award of contract by submitting an RFP.

**These factors may be utilized in weighing the RFP responses as follows:**

<b>Factor</b>	<b>Weight</b>
Price of eligible goods and service	40%
Prior positive experience	15%
Proposed equipment specified	15%
Completeness of response	10%
Company references	10%
Local MA vendor	05%
Work Plan/Business and Technical Experience, Capacity of the Vendor to Effectively Administer the Project	05%
Total	100%

To warrant consideration for an award of contract, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

**USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).

**USF Registration**

Vendor shall obtain a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

### **USF Participation**

Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

### **USF Documentation**

Vendor shall provide to District staff and/or the District’s E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

### **Invoicing Procedures**

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-Rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)
- Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor’s letterhead or on a Vendor-generated form
- District’s Billed Entity Number
- District’s Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

### **USF Discounted Invoicing and Reimbursement Processes**

Vendor shall, at the District’s request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company (“USAC”) for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payer for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or “BEAR” Process].

## **Discounted Invoice Process**

### Invoicing

Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.

### Timely Filing

Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

### Invoice Rejection

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

### District Approval

Vendor shall submit to the District for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

## **Reimbursement Process**

### Twenty Days

Vendor understands that E-rate Program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC.

### Liquidated Damages

Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the District in a timely manner will adversely affect the District's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the District as liquidated damages a total of \$500 per day for each day that lapses without payment after the 45th day.

### **Delayed USF Funding Commitment**

Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

### Retroactive Invoicing

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

### **USF Audit and Document Retention Requirement**

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services provided prior to September 30th and recurring services provided prior to June 30<sup>th</sup>
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)

- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor’s representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

### **Contract Term Modification**

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).

### **E-Rate Eligible Work**

**Requirements: Provide the following equipment including mounting, configuration, and documentation.**

13 Racks – 1 rack to be located in MDF. Equipment located in IDFs will require a wall mounted lockable box/cage capable of housing 2 switches.

15 48 Port POE Switches

2 24 Port POE Switches

300 Network Drops

135 AP Drops

135 Wireless Access Points

1 AP Controller

1 Firewall

2 UPS

## **Response Submission**

So that this RFP is in compliance with the Federal Communication Commission's competitive RFP requirement for Universal Service Fund (USF) support and services, responses to this RFP may be electronically or physically submitted.

Electronic submissions with a received and read receipt must be sent to:

[dsharek@jpkeefehs.org](mailto:dsharek@jpkeefehs.org)

Physical submissions must be mailed to no later than 11/6/2017 by 3:00 pm:

Keefe Regional Technical School  
Attn: Dolores Sharek, Director of Finance  
750 Winter Street  
Framingham, MA 01702

It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer will reject all late arrivals. The Vendor must submit one (1) copy of the response along with any required supporting documentation. Failure to comply with this may cause the RFP to be misdirected and therefore not to be considered. Responses must be for at least one entire project but can be for all three projects. No substitutions or partial RFP's will be allowed. Oral or telephone RFP's shall not be considered, nor will modifications of RFP's by such communication be considered. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. RFP's made out in pencil will NOT be accepted.

## **Costs Associated with Preparation of the Vendor's Response**

The Customer 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.

## **Interpretation and Changes**

The intent of this RFP is to communicate the Customers' requirements to any qualified and interested vendor. Our intention is to receive RFP's for the system as previously stated this RFP. The Customer may make corrections, or changes to the RFP. If the customer makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the customer to mail or deliver any ADDENDUM to all parties who have requested and received the RFP. ADDENDUMS will be issued as expeditiously as possible (by FAX, if necessary, followed by original documents). Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

## **Questions**

Questions concerning this RFP should be directed to Dolores Sharek at:

[dsharek@jpkeefehs.org](mailto:dsharek@jpkeefehs.org)

## **Proposal Binding Period**

Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of The Vendor's response. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of RFP response may be passed on to the customer from the vendor. The Vendor must understand that the customer may use E-rate discounts for these services so that the prices remain in effect for the length of the contract. The SLD funding cycle may take as long as 12-18 months. In the event funding is not available, the RFP will become void.

## **Omissions**

Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services Vendor Registration and Compliance with the Schools and Libraries Corporation

The Vendor must provide proof of registration with the Schools and Libraries Division (SLD) a division of the Federal Communications Commission (FCC), for reimbursement under E-Rate guidelines and maintain a Green Light status with the FCC. If The Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number (SPIN) or fails to remain in good standing with FCC, the Keefe Regional Technical School is not responsible for the discounted portion of The Vendor's bill. All proposed E-Rate work will be on discounted basis.

## **Vendor Required Documentation for Schools and Libraries Division (SLD) Form 471 Filing (Project 3)**

The Vendor must provide Item 21 Attachment documentation ready for filing for Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) Form 471. Vendor will itemize the cost between eligible and ineligible services and or products.

## **Price Quotations**

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the completion of the work.

## **Evaluation of Responses**

The Customer may, at its discretion and at no fee to The Customer, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response. Each proposal will be evaluated based on criteria and priorities defined by the Keefe Regional Technical School. Proposals will first be screened based upon compliance with the base requirements.

## **References**

The Customer may request references of similar school systems that are using the requested service. If requested the Vendor must supply customer a list of references within two (2) working days.

## **Equal Employment Opportunity**

In connection with the execution of this Contract, The Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

## **Right to Reject**

The Customer reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Keefe Regional Technical School. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not in a position to adequately perform the contract.

The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Keefe Regional Technical School. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Keefe Regional Technical School.

***In event E-Rate funding is not approved by the SLD any/all contracts or agreements shall be null and void.***

## **RFP Response Form**

Vendors must use the following form to quote its price:

TO:        Keefe Regional Technical School  
              Attn: Dolores Sharek,  
              Director of Finance  
              750 Winter Street  
              Framingham, MA 01702

VENDOR:

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*Name of Firm*

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*Mailing Address*

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*City, State, Zip Code*

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*SPIN Number*

## Required Pricing Format

For accounting purposes, the monthly cost and one time cost per service is to be broken down below.

Product/Service	Total One time cost	Total E-Rate Eligible Cost	Total non E-Rate Eligible	Shipping

**Please list cost before E-rate discount for project – E-Rate discount will be determined ASAP and is expected to be 80% district wide but is subject to change.**

**Specify if these charges are monthly, annually, or one-time only charges.**

**Provide a description of services (E-Rate Eligible and Non E-Rate Eligible).**

Having carefully examined the invitation to RFP documents prepared by Keefe Regional Technical School and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total lease price shown and under the terms of the attached lease. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the Customer to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to RFP, the undersigned proposes to furnish all items for a total sum of:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_