

Brewster School District
Request for Proposals
E-Rate Category 2

Overview

1. Introduction: Brewster School District #111 is located in Brewster, WA. Facilities consist of 5 primary buildings (elementary, middle school, high school, alternative high school, transportation building) and numerous portables. We have a total of about 80 classrooms serving a student population of about 950 students.
2. We have a mixed platform environment with three labs of PCs connected via Ethernet, 37 carts of Chromebooks, one cart of PC notebooks, three carts of iPads along with computers in each classroom. In 2016 we completed a network upgrade of our core switches changing from Cisco to Meraki MS series connecting them with the existing fiber pushing it to 10GB. In 2019 we completed a new middle school and wireless access was upgraded to Ruckus R710 APs throughout the whole district.
3. Our new middle school will be acting as a hub for internet access to the remodeled elementary school. There are three fiber runs to the elementary. One to a switch in portable three that feeds the six portables. One to a data room in the eastern part of the elementary and one in the western part. We are using multi-mode 50um fiber terminating all pairs but lighting 2 pair at each IDF. The 10Gib SFPs will be plugged into Cisco or equivalent switches.
4. The purpose of the RFP to upgrade network equipment to better serve each of the schools, try to simplify the network and eliminate routing errors by moving Layer 3 switching to Cisco or equivalent switches, and support increased port density in the classrooms. The solution would need to be able to integrate with our Meraki switches, Cisco IP phone system, IP based clocks and speakers, security, and lighting systems. It is also to extend Managed Internal Broadband Service with Ruckus Zoneflex R710 or equivalent Access Points for coverage throughout the middle and elementary school once the remodeling is completed.
5. Tentative schedule of RFP events are as follows:

Dates

RFP Released 1/23/2020

1. Deadline for Receipt of Written Inquiries 1/30/2020
2. Proposal Due Date 2/20/2020
3. Intended Date for Contract Award 2/24/2020
4. Intended Date for Contract Signing 2/25/2020
5. Service Beginning 7/1/2020
6. Service Ending 6/30/2021

6. Equipment needs to be installed by 9/30/21
 1. unless there is a delay in funding that would affect installation
 2. or other issues that are out of the control of the district
 3. or a 1-year contract extension

7. General Specifications and Instructions to Bidders

- a. A paper copy of this document, including any addenda, of this RFP can be obtained by request from:

Eric Driessen, Superintendent
Brewster School District
520 West Main
P.O. Box 97
Brewster, WA 98812
(509) 689-3418
[mailto:Eric Driessen](mailto:Eric.Driessen)

- b. Documents can be obtained from our website

<http://www.brewsterbears.org>

- c. Blueprints are attached and are available for inspection at the district office 1/27/2020 through 2/14/2020 by appointment

- d. Successful bid will be based upon the following

Evaluation Criteria

✓ Cost of Eligible goods/services	45%
✓ Ability to do same day onsite service	30%
✓ Experience working with schools	15%
✓ Management capability	10%
✓	

Requirements

1. RFP Submission requirements: Copies of the full RFP are to be returned by 3 PM Feb 19, 2020 to the following address:

Eric Driessen, Superintendent
Brewster School District
520 West Main
P.O. Box 97
Brewster, WA 98812
(509) 689-3418
[mailto:Eric Driessen](mailto:Eric.Driessen)

2. The contract will be subject to all provisions stated in the Brewster School Modernization and Addition project and review by our electrical consultant.

J. Eric Shirley, RCDD
DEI Electrical Consultants
2205 N Woodruff Rd.
Suite 5
Spokane, WA 99206
Eric@deicorp.com

3. Authorization: Submitted RFPs must be signed in ink by an individual authorized to legally bind the entity submitting the proposal. If sent electronically, the following statement can be used:

This document, sent electronically from my Internet address, serves as my signature, verifies that I have read, understood and have responded to all the requirements of the proposal process.

Rules/Conditions for modifications, withdrawal or cancellation

1. Selection process: All RFPs submitted by due date will be reviewed by a school district appointed committee using the Rubric.
2. Contractor Responsibilities:
 - a. Costs for developing and delivering responses to this RFP, and any subsequent presentations, are entirely the responsibility of the contractor.
 - b. All materials submitted in response to this RFP become the property of the school district upon delivery and will be incorporated in the contract.
 - c. The contractor shall keep themselves informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the City of Brewster, Okanogan County, Washington State, Federal or public bodies having jurisdiction affecting any work to be done to provide services required.
 - d. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the US Department of Labor, Occupational Safety and Health Administration (OSHA) as well as by any applicable state and local laws.
 - e. The contractor shall pay for all applicable taxes, royalties and license fees. The contractor shall defend all suits or claims for infringement or any patent rights and hold the entity harmless from loss when a particular process, design, or the product of a particular manufacturer(s) is specified.
 - f. Certifies the prices included in this proposal are no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
3. Contract Provisions and Terms:

- a. Successful awarding of this RFP is contingent upon full approval of Federal matching E-Rate funds as identified in Form 471.
- b. The RFP, the proposal response of the contractor and any formal Addenda to the RFP will be included as part of the contract.

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, 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 submit with its proposal 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.
- **Lowest Corresponding Price**
The Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”
 - The District is not obligated to ask for the LCP; it must receive it.
 - If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
 - Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
 - There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
 - Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
 - The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.
- **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”)

o **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) invoice the District in full for eligible products and services [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**

– Service Provider Annual Certification

Vendor understands that the District’s ability to file a FCC Form 472 to start the BEAR process is dependent upon the Vendor filing a FCC Form 473, Service Provider Annual Certification form for the relevant funding year. Moreover, Vendor understands and agrees that its failure to file the Form 473 in a timely manner will adversely affect the District’s operations and may prohibit the District from being able to receive reimbursement monies that it is entitled to receive. If the

District is unable to receive reimbursement money due to the lack of a Form 473 from the Vendor, the Vendor will be liable to the District for any monies that the District was unable to collect from the USF program due to the Vendors lack of a Form 473.

▪ **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 should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year
- 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
- 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").

Attached Files:

Elementary Portables with cable details

MS Floor Plans

Fiber and switch locations

Blueprint detail fiber

BSD Racks by School-2020

Portable Pictures with conduit caps