Request for Proposal

e-rate – ups



january 13, 2025

Question Cut off: January 22, 2025 1:00 PM (our clock)

RFP Close Date: February 11, 2025 2:00PM (our clock)

RETURN TO:

Technology Network Operations Center

Appleton Area School District

P.O. Box 2019

120 East Harris Street, Room L121

Appleton, WI 54912-2019

Proposal to be returned PRIOR to time and date above.

**RESPONDENT’S CERTIFICATION**

The undersigned, having carefully examined all of the documents pertaining to the subject project, including the project specifications, agreement, and Terms & Conditions, hereby proposes to furnish all required labor, materials equipment, tools and insurance to complete the work described in their proposal document in strict accordance with the project documents for the price set forth herein.

\*\*Respondent’s Certification must be signed by an authorized agent and returned with proposal.

Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_

Telephone No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature)

Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The Federal Communications Commission (FCC) determines the eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance. The Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act, make funding available upon application approval. The amount of discount is based on the number of students receiving free and reduced price meals.

**SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

* Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
* Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx
* Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do
* Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt\_collection/welcome.html
* Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2025.
* Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
* Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
* Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
* In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
* Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

**STARTING SERVICES/ADVANCE INSTALLATION**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2025 funding year (July 1, 2025). There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

*We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking, released July 23, 2014. This FCC decision only applies to Category 2 services (Internal Connections).

**FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

**SERVICE PROVIDER ACKNOWLEDGEMENTS**

* The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the District and a USAC service substitution approval with the exception of a Global Service Substitutions.
* The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
* The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
* This offer is in full compliance with USAC’s Free Services Advisory http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

**TRADE NAMES AND ALTERNATIVES**

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All “or equal” components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

**PURPOSE**

The District has published this Request for Proposal, hereinafter referred to as “RFP”, in order to solicit firm price quotations for the procurement of a wired and wireless switching solution. The proposals should not include professional services for installation or configuration of the equipment. Those services will be negotiated separately from this RFP.

**SCHEDULE**

January 13, 2025: RFP Released

January 22, 2025 1:00 p.m. CST: Deadline for questions which may be submitted to the Network Operations Center

February 11, 2025 2:00 p.m. CST: Proposals due

February 12, 2025 8:00 a.m. CST: Proposal opening

February 12, 2025 – February 18, 2025: Proposal evaluations

February 19, 2025: Award Notification

May 1, 2025: Delivery of Equipment Starts

**GENERAL CONDITIONS:**

* All prices shall be quoted for inside delivery to the Technology Operations Center

120 E. Harris St. Appleton, WI 54911

* The respondent(s) shall be in agreement with all provisions of the Request for Proposal. Any request for deviations/exceptions to the technical requirements, data requirements, and/or terms and conditions of the Request for Proposal must be explained in detail on supplier’s letterhead and included in the proposal response.
* Proposal responses must include all of the information requested. Proposals may be rejected by the District if the respondent(s) fail to completely provide all information necessary for a complete understanding of the proposal or fails to answer all questions adequately.
* The District reserves the right to waive any technical or formal errors or omissions, and to accept or reject in part or in whole any or all proposals submitted.

**PROPOSAL SUBMISSION REQUIREMENTS:**

The Respondent’s proposal must provide the following information, clearly labeled, and in the order listed. Failure to do so may result in the proposal being rejected. Proposals shall be straightforward and concise and shall demonstrate the proposer’s ability to satisfy the requirements of the RFP.

Each bidder must provide the following information:

* Respondent’s Certification signed by an authorized representative of the company.
* Service Provider’s SPIN number
* Service Provider’s FCC Registration Number (FRN).
* Three (3) references describing Service Provider’s portfolio experience with comparable projects within a K-12 customer market
* System design modifications and rationale (if suggested).
* Addendum A (2 pages) completely filled in.
* Summary page for addendum A featuring cumulative costs for all parts in both eligible and non-eligible areas.
* Provide warranty information for each item offered in the proposal.
* Ancillary products, service, and/or trainings being suggested.
* Respondent must submit one (1) original and three (3) copies of their proposal in hard copy and one (1) electronic format copy on USB enclosed in a sealed envelope clearly marked with the proposal name. Electronic files shall be in PDF format.

Proposals submitted in response to this Request for Proposal shall become the property of the District and be considered public documents under applicable Wisconsin state law.

**SOLUTION REQUIREMENTS**

* Portions of this proposal will be covered by E-rate and certain portions are not E-rate eligible. Items will be segregated accordingly per E-rate rules. Respondent should also mark any product or service as either eligible or non-eligible.
* Addendum A contains detailed lists for all components.

**AWARD OF CONTRACT**

The District does not guarantee an award of a contract(s) and it reserves the right to select the firm(s) that it considers to be in the best interest of the District. Award of contract may be contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company (“USAC”).

The District reserves the right to award none, some, or all of the proposal. For instance, if a response exceeds the E-rate funding limits set by USAC, the District may choose to only award up to the E-rate funding limit, less or more.

The District reserves the right to accept or reject any or all proposals, to negotiate with any or all responsible submitters, and to waive any informality in the Proposal. Firms submitting proposals shall be responsible for any and all expenses that they may incur in preparing proposals.

It may be necessary to receive Board of Education approval prior to issuance by the District of a purchase order to the successful Proposer or execution of a contract with the successful proposer. The District will make efforts to obtain Board approval as soon as reasonably possible.

In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

**EVALUATION AND SELECTION CRITERIA**

The District, in compliance with Federal Communications Commission (FCC) rules, will award to the respondent(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

*§ 54.503 (c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511.*

*§ 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.*

Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

Respondents shall be registered with and qualified by the manufacturers they are bidding. Respondents shall be local to the District. Local is deemed to be within 100 miles of the city of Appleton. The District retains the right to be sole judge as to what qualifies as local.

**SELECTION CRITERIA**

1. Cost of E-rate goods and services 30
2. Cost of ineligible goods and service 20
3. Experience with District 20
4. Local respondent 15
5. Specifications meeting RFP requirements/requests 15

**Total Points 100**

**SUBMISSION INSTRUCTIONS.**

All information must be submitted at the dates and times indicated herein to:

Technology Network Operations Center

Appleton Area School District

P.O. Box 2019

120 East Harris Street, Room L125

Appleton, WI 54912-2019

Proposals must be clearly labeled with the Title of the RFP “E-rate 2025 UPS” on the outside of the envelope.

**NARRATIVE OF DESIRED SOLUTION**

The District currently has Liebert GXT4 UPS units installed in each data room. The District is seeking to replace all units district-wide. Portions of this RFP are Category 2 eligible and certain items are not E-rate eligible.

The solution must include:

* Lithium Ion batteries
* 1 - L6-30P input plug
* 1 - L6-30R output plug
* Native support for 208v (default) or 240v (software configurable) single phase input with the same corresponding voltage output
* 5-year warranty
* Web management card
* Integrated maintenance bypass cabinet
* Tower mounting hardware

TERMS AND CONDITIONS

*Should any conflict arise from the above listed conditions and those listed below; the conditions listed above take precedence and nullify only those in conflict below. Should any condition in this entire document violate e-rate rules, that single condition becomes null. In either of the above cases, the remainder of the terms and conditions remain in full force.*

SUBMISSION: Late bids will not be accepted. No oral, telephonic, telegraphic email or facsimile responses will be considered. A duly authorized official must sign this bid. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Should anything be omitted which is necessary to clearly understand or should it appear that various instructions are in conflict, the Respondent shall secure instructions at least 72 hours prior to the closing date and time.

AWARD: No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the Director of Purchasing or designee. The Director of Purchasing or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids if deemed to be most advantageous to and in the best interest of the District.

MODIFICATION: Any alteration, erasure or interlineations by the Respondent in this bid may constitute cause for rejection by the Director of Purchasing or designee. Exceptions or deviations should not be added to the individual pages, but should be submitted on Respondent’s letterhead.

COMPLETION: Respondent shall complete all of the information requested for each item. Failure to do so shall constitute sufficient cause to reject any or all items offered if deemed to be in the best interest of the District. The District requests that this bid be completed using either black ink or black type.

ACCURACY: Accuracy of the quotation is the responsibility of the Respondent. Quotations may not be changed after the bid opening time and date. No dollar amount change will be allowed, only clarification as to the unit represented.

PRICING: The unit price for each item shall be for the unit of measurement specified. All trade discounts and terms of payment must be reflected within the unit price. All prices must be quoted at a firm price, F.O.B. Destination. Prices shall remain firm for the term of the contract.

PAYMENT: The District payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon receipt by the District of an itemized invoice. Each purchase order shall be invoiced separately. All invoices shall be submitted to Appleton Area School District, Attn: Accounts Payable, P.O. Box 2019, Appleton, Wisconsin 54912-2019.

QUANTITIES: The District neither states nor implies that actual purchases will equal the estimate. It is the intent of this bid that the District be supplied with more or less of the materials according to actual needs. Do not bid groups of items together as “all or none.” Advise any minimum order quantities that apply.

SHIPPING: Unless an order specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all goods shall pass to the District upon final acceptance.

TABULATION: Copies of bid tabulation sheets will be available to Respondents upon request. Respondents may record information at the time of public opening.

NON-COLLUSION: By submission of the bid, the Respondent certifies that the bid has been arrived at independently and submitted without collusion with any other Respondent and that the contents of the bid have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Respondent or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the bid.

GRATUITIES: Respondents are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Respondents, whom the Director of Purchasing or designee finds to have violated these provisions, may be barred from doing business with the District; employees may be disciplined according to District Policy.

CANCELLATION: The District reserves the right to cancel without penalty, at any time, any awards occurring as a result of this bid. Time is of the essence. When a date is set for the delivery of merchandise or the performance of work, the merchandise must be delivered, or work performed, in accordance with the bid specifications or description on or before that date, or the order to the delinquent Respondent may be canceled and re-awarded. In such case, the District will have the right to buy merchandise or services at market price for immediate delivery. Any excess in cost shall be paid by the delinquent Respondent or deducted from any money due the delinquent Respondent.

COMPLIANCE: The Respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this bid and any services to be provided hereunder.

GOVERNING LAW: Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Outagamie County, State of Wisconsin. The transaction shall be governed by the laws of the State of Wisconsin.

TAX: The District is a political subdivision of the State of Wisconsin and as such is generally exempt and not liable for any sales, use, excise, property, or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The Respondent is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the Respondent to pay sales or use taxes even though the ultimate product or service is provided to the District. These sales or use taxes will not be reimbursed by the District, nor will any prices be adjusted on account of such taxes.

HOLD HARMLESS: The Respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid. All completed proposals and supporting documentation submitted shall be the property of the District.

INDEMNIFICATION: The Respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the Respondent, its servants or agents. To this extent, the Respondent agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

EQUAL OPPORTUNITY: In connection with the performance of any work under the bid, the Respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

INSURANCE: The respondent shall provide workers’ compensation insurance or shall self- insure its services in compliance with provisions of Chapter 102 of the Worker’s Compensation Act of the State of Wisconsin. A certificate of insurance may be provided, providing for such, or the contractor shall sign and file with Appleton Area School District. Respondent is aware of the provisions of Chapter 102 of the Worker’s Compensation Act of the State of Wisconsin, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provision of that code, and the company will comply with such provisions before commencing the performance of the work of this contract. The respondent shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage insurance to protect the respondent from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract.

CRIMINAL RECORD VERIFICATION: Successful Respondent will be required to complete Criminal record check on all employees who work on District property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract. The Respondent must complete the District’s Criminal Records Check Certification. Each individual Respondent will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements.

**Addendum A**

PAGE 1 of 1

Category 2 items - “or equal” manufacturers for each of the products below will be accepted

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Description | Part # | QTY | E-rate Eligible Price | E-rate Ineligible Price | Total Price |
| Liebert UPS | GXT5LI-5KL630RT3UXLN | 73 |  |  |  |
| Liebert UPS Battery | VEBCLI-192VRT1U | 152 |  |  |  |
| Shipping | | |  |  |  |
| Total | | |  |  |  |

E-rate ineligible items - “or equal” manufacturers for each of the products below will be accepted

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Description | Part # | QTY | E-rate Eligible Price | E-rate Ineligible Price | Total Price |
| Liebert UPS | GXT5LI-5KL630RT3UXLN | 6 |  |  |  |
| Liebert UPS Battery | VEBCLI-192VRT1U | 6 |  |  |  |
| Shipping | | |  |  |  |
| Total | | |  |  |  |