



MARIETTA CITY SCHOOLS
Grant Rivera, Ed.D., Superintendent
 250 Howard Street
 Marietta, GA 30060
 (678) 695-7257

REQUEST FOR PROPOSAL

Internet Service

REQUEST FOR PROPOSAL #: 24-03

MATERIAL OR SERVICE: Internet Service

DUE DATE: December 3rd, 2021 10:00 A.M. (Time/Date Stamp)

OPENING LOCATION: Marietta City Schools Central Office
 250 Howard Street
 Marietta, GA 30060

This solicitation may be obtained by emailing a request to Torey Bradley at toreybradley@marietta-city.k12.ga.us. Any interested bidders without internet access may obtain a copy of this solicitation during regular business hours at Marietta City Schools Central Office, 250 Howard Street, Marietta, GA 30060. If you experience any problems receiving this solicitation, please call (678) 695-7283 or email Torey Bradley, Director of Technology and Information Systems at toreybradley@marietta-city.k12.ga.us.

If you do not wish to bid on this solicitation, please provide written or email notification of your decision. Failure to respond could result in deletion of your name from the Marietta City Schools vendor listing. This form may be returned to the address above, or e-mailed to Torey Bradley, Director of Technology and Information Systems, toreybradley@marietta-city.org. A “No Bid” will be considered a response.

- I am submitting a “No Bid” at this time.**
Please keep my name on the District’s Bidder’s List.
- I cannot provide services of this nature.**
Please remove my name from this category. I will submit a revised Vendor Registration Form
- Board of Education of the City of Marietta**
Please remove my name from the District’s Bidder’s List.
- I am no longer in the business to provide these services.**
Please remove my name from the District’s Bidder’s List.

Name of Company	Date Signed		
Authorized Signature/Local Representative	Telephone/Fax Number		
Type Name and Position Held with Company			
Mailing Address	City	State	Zip

Bid Responses Due: December 3rd, 2024 no later than 10:00 A.M.

Proposals will be received at: Marietta City Schools
Central Office
250 Howard Street
Marietta, GA 30060

Proposals received will be opened at: Marietta City Schools
Central Office, Operations Conference Room
250 Howard Street
Marietta, GA 30060

Proposals for the material or services specified will be received by **Marietta City Schools**, at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the bidders' pricing will be publicly read.

All other information contained in the Bid shall remain confidential until award is made. **If you need directions to the Central Office**, please call (678) 695-7257.

Proposals shall be in the actual possession of the Marietta City Schools, at the location indicated, on or prior to the exact time and date indicated above. Late Proposals shall not be considered.

Proposals must be submitted in a sealed envelope with the Bidder's name and address clearly indicated on the envelope and the following statement in the lower left-hand corner of the envelope: Request for Proposal # 24-03 Internet Service. All Proposals must be written legibly in ink or typewritten. Additional instructions for preparing the proposal are provided herein.

One hard copy and one soft copy are requested. Questions, please call Torey Bradley, Director of Technology and Information Systems at (678) 695-7283 or email questions to toreybradley@marietta-city.org.

Marietta City Schools reserves the right to waive technicalities, to accept or reject any and all proposals and to waive any irregularity in proposals received, to award the entire bid to one bidders or to multiple bidders or to make awards by group or location, whichever is in the best interest of Marietta City Schools; hereafter referred to as "MCS", except where noted for clarity.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL, INSTRUCTIONS, AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEETS. FAILURE TO ADHERE TO THESE INSTRUCTIONS AND TERMS AND CONDITIONS MAY RESULT IN REJECTION OF BID.

Torey Bradley
Director of Technology and Information Systems
Marietta City Schools
(678) 695-7283

10/01/24

MARIETTA CITY SCHOOLS

REQUEST FOR PROPOSAL

Internet Service

RFP # 24-03

CLOSING DATE: December 3rd, 2024

CLOSING TIME: 10:00 a.m.

_____ OPEN MARKET

_____ REGULAR

_____ AGENCY CONTRACT

 X SEALED

BID TO BE RETURNED TO:

Marietta City Schools
Torey Bradley, Director of Technology and Information Systems
Central Office
250 Howard Street
Marietta, GA 30060
(678) 695-7257 (Main)

Bidder is cautioned to carefully read the instructions and the terms and conditions on the attached sheets. Failure to adhere to these instructions and terms and conditions may result in rejection of bid.

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INTRODUCTION

Marietta City Schools (MCS) is a public K-12 school district in Marietta, Georgia that serves nearly 8,700 students at eight elementary choice schools, one sixth-grade school, one middle school, and one high school. MCS is home to four Georgia Schools of Excellence and one National School of Excellence. The school district has approximately 1200 employees located at fourteen sites.

SUMMARY

MCS has issued this Request for Proposal; hereafter referred to as “RFP”, except where noted for clarity, for the purpose and intent of obtaining bid responses from licensed, qualified firms to provide Wide Area Network services.

MCS reserves the right to waive technicalities, to accept or reject any and all proposals and to waive any irregularity in proposals received, to award the entire bid to one bidders or to multiple bidders or to make awards by group or location, whichever is in the best interest of Marietta City Schools; hereafter referred to as “MCS”, except where noted for clarity.

Marietta City Schools is an equal opportunity employer.

All questions concerning this RFP should be directed to Torey Bradley, Director of Technology and Information Systems, Marietta City Schools. All inquiries must be in writing and emailed to toreybradley@marietta-city.org

MINIMUM QUALIFICATIONS

- Each bidder should provide evidence of a current, valid Georgia Business License with each bid submittal. A photocopy of your business license is acceptable.
- Bidders shall also submit the completed “Georgia Security and Immigration Compliance Act OCGA 13-10-90” document.
- E-Rate Form 470 has been filed for this bid to enable MCS to apply for E-Rate funding for items purchased. It is understood that not all items purchased against this bid will be E-Rate eligible.
- Vendor must maintain a valid Service Provider Identification Number (SPIN#) for term of this contract, including any subsequent renewals. Vendors who are not listed as having a current SPIN# with the Universal Service Administrative Company (USAC) at time of bid submission will be considered non-responsive and ineligible for award. Additional information regarding SPIN# is available at <http://www.universalservice.org/sl/providers/step01/default.aspx>

CALENDAR OF EVENTS

ACTION	DEADLINE
Issuance of RFP	October 29 th , 2024
Written questions due on or before	November 15 th , 2024 2:00 P.M.
Bid submission deadline	December 3 rd , 2024 10:00 A.M.

INSTRUCTIONS

1. Proposals shall be enclosed in a sealed envelope, addressed to the Director of Information Systems with the name and address of the bidder, the date and hour of the bid closing, and the invitation number on the face of the envelope. Only one sealed bid may be submitted in each envelope. If you are submitting more than one bid, a separate envelope must be used for each bid.
2. All proposals must be either typewritten or filled in with pen, and must be signed in ink by an officer or employee having authority to bind the company or firm. The signatory of the bid must initial corrections or changes on any document. Bidders will not be allowed to modify their Proposals after designated closing date and time.
3. Bidders should provide all of the information required on all forms and shall sign the Standard Terms and Conditions.
4. The bid conveyed by this bid shall remain open pending award for a period up to 90 days from the date of opening.
5. Bid responses containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFP, may be treated as non-responsive and may not be considered for award.
6. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
7. Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate MCS to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount the bidders is required to furnish.
8. Proposals containing provisions for late or interest charges will not be considered.
9. Prepayment and/or progress payment requirements contained in responses will be treated as non-responsive and will not be considered.
10. Bidders must specify the manufacturer and/or brand name on each of the items bid. If an item has a specified manufacturer and/or brand name and the words "or equal" do not follow, substitutions will not be accepted.
11. MCS reserves the right to amend this RFP prior to the due date.

12. Special Instructions:

- a. Manufacturers listed in the bid document shall establish the general quality required. Items of other manufacturers of equal or better quality will be considered. MCS will be the sole determiner as to whether the substituted item is of equal or better quality than those specified. MCS may request samples as needed from bidders to determine manufacturer equivalence.

13. Any contract awarded pursuant to this RFP will be awarded to the most responsive and responsible bidder who provides the bid that is within the budget parameters for the project and whose bid response meets the requirements and criteria set forth in this RFP.

14. Purchases of the Board of Education of the City of Marietta are not subject to sales taxes. Tax exempt certificates will be furnished upon request.

STANDARD TERMS AND CONDITIONS

1. Bidders shall transfer and deliver to MCS all of the goods and/or services described herein for the consideration set forth herein.
2. Delivery shall be made to the address listed on the Authorization Order or Contract and within the time specified.
3. Risk of loss shall remain with Bidders until acceptance by MCS.
4. Title to the goods shall remain with Bidders until acceptance by MCS.
5. Bidder warrants that the goods are merchantable and as described herein.
6. MCS will have the right to inspect the goods at the time and place of delivery.
7. No right or interest in the contract shall be assigned by Bidders without the written permission of MCS, and no delegation of any obligation owed or of the performance of any obligation by bidders shall be made without the written permission of MCS. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
8. The laws of the State of Georgia and the policies of Marietta City Schools will govern this agreement in all respects.
9. All goods and/or services on this order or contract are exempt from applicable Federal Excise Tax and Georgia Sales and Use Tax.
10. All goods and/or services supplied pursuant to the authorization order or contract shall, unless otherwise stated, conform exactly to all of the descriptions and attachments contained in the RFP upon which this RFP is based, and the terms, conditions, and specification of the RFP are incorporated herein by reference and made a part hereof.
11. Any goods supplied found not in accordance with the description and specifications set forth in the item schedule will be rejected. Goods rejected will be returned, freight collect to the vendor/bidder.

12. Prices stated are Free On Board (F.O.B.) destination. No further allowances will be made for freight and delivery charges.
13. All proposals submitted shall be in accordance with the terms of Marietta City Schools RFP and the laws of the State of Georgia.
14. MCS reserves the right to cancel this contract for either non-performance or poor performance of the bidder by giving 30 days written notice in advance to the contractor of its intent to do so.
15. Successful bidder shall be required to supply an original and one copy of each invoice, and to reference all invoices to the proper authorization order number. No invoice will be processed for payment until all contractual obligations have been met.
16. All invoices and/or financial correspondence shall be directed to, Director of Financial Services, Marietta City Schools.
17. PROOF OF INSURANCE - The successful bidder shall supply to MCS proof of insurance for automobile, workers' compensation, and general liability. Contractor must maintain insurance coverage for duration of contract with MCS, including all renewals. Contractor shall furnish to MCS a certificate of liability insurance evidencing required coverage, naming the Board of Education of the City of Marietta, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten days advance written notice to MCS. Said policies will remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever will occur later.
18. The contractor shall indemnify and hold harmless MCS, its officers, officials, representatives, agents and employees, from and against any and all claims, demands, suits, loss, damage, injury, and liability, including cost and expenses incurred in connection therewith, resulting from, arising out of, or in any way connected with the performance of the contract, except where caused by the active negligence, sole negligence or willful misconduct by MCS. This hold harmless clause is in no way an admission of liability on the part of MCS or any of its agents, representatives, or employees.
19. If applicable, the successful bidder shall be required to furnish and pay for satisfactory Performance and Payment Bond(s) in the amount of 100% of the contract amount. These bonds are to be executed by a surety company licensed to do business in the State of Georgia.
20. This project will be awarded subject to the availability of funds.
21. MCS reserves the right in its sole and complete discretion to reject any or all proposals and to waive technicalities and informalities. MCS anticipates that the contract will be awarded to the most responsive and responsible bidder who provides the bid that is within the budget parameters for the project and whose bid response meets the requirements and criteria set forth in this RFP. In judging whether the bidder is responsible, MCS will consider, but is not limited to consideration of, the following:
 - a. Whether the bidder or its principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any State or Federal agency, department or authority.
 - b. Whether the bidder or its principals have been terminated for cause or are currently in default on a public works contract.

22. MCS reserves the right to award these services in any way economically feasible or in the best interest for matching purposes.
23. Marietta City Schools reserves the right to request clarification of information submitted and to request additional information of one or more proposers.
24. MCS reserves the right to (i) reject any and all proposals in their entirety, for any reason, (ii) award the contract to the most qualified applicant as determined solely by MCS at its discretion and/or (iii) if the selected bidder does not execute a contract within 30 days after the award of the bid, MCS will award the contract to another independent review vendor.
25. The acceptance of a bid will be subject to the execution of a definitive agreement between the parties. Any agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by MCS and shall contain, at a minimum, applicable provisions of this RFP. MCS reserves the right to reject any agreement that does not conform to this RFP and to any MCS requirements for agreements and contracts.
26. MCS assumes no responsibility or obligation to the bidders and will make no payment for any costs associated with the preparation or submission of a bid.
27. All proposals submitted become the property of MCS.
28. MCS standard terms for payment will be Net 30 days from the date of delivery of goods or services, or date of receipt of correct invoice, whichever is later. All payments will be made in accordance with MCS's policies and procedures
29. **BID PROTEST:** This bid protest procedure applies to challenges to the awarding of proposals or contracts by MCS. If the protesting party does not submit a bid, the protest must be submitted prior to the date of the bid opening, or prior to the date on which the bid is due to be received by the Board. Any protests received after those dates will not be reviewed and considered and will be dismissed as untimely.

SCOPE OF WORK AND SPECIFICATIONS

Marietta City School (MCS) is soliciting qualified contractors to provide proposals for internet service.

Construction, installation of equipment and services must begin July 1, 2025. Torey Bradley, Director of Technology and Information Systems for Marietta City Schools is the Project Specifications Contact; (678) 695-7283 or toreybradley@marietta-city.org

SCOPE OF SERVICES: The Scope of Services, specifications, and work requested for this project includes, but not limited to:

- Terrestrial based, gigabit fiber optic (Ethernet capable) internet circuit.
- One set of Full Class C Public IP Addresses.
- Provide the installation (one time) costs and monthly (ongoing) costs.
- Site shall terminate with a fiber handoff. The site demark shall be determined by MCS technical staff.
- Any network outage resolution should be coordinated with MCS technical staff.
- An uptime guarantee of 99.95% or better shall be provided.
- Any changes in the routing of the fiber cable due to city infrastructure changes and/or requirements will be the responsibility of the vendor at no expense to MCS.
- The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.
- All equipment necessary to provide this connectivity shall be provided by vendor.
- All vendor equipment installed shall be under repair maintenance at no cost to MCS for the life of the contract agreement.
- Contract term shall be for one (1) year with the option of two (2), 1-year extensions not to exceed three (3) years in total.
- MCS requests that the contract terms allow for growth in bandwidth and/or additional site connectivity (based on as yet to be determined customer need) with no change to the original contract termination date.
- MCS requests that the contract terms allow for reduction in bandwidth and/or removal of additional site connectivity (based on as yet to be determined customer need) with no penalty or early termination charges.
- Proposals should include pricing for bandwidths ranging from 1Gbps to 10Gbps.
- **Construction, installation of any equipment and service must begin no sooner than July 1st, 2025. All work must be scheduled during non-school hours, weekends, and calendar breaks throughout the school year.**

**Proposals may include enhanced services.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS:

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (“FCC”). Funding is made available upon application approval by the Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant .

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2025.
- f. 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 Agreement and USAC-approved extensions).
- g. 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 USAC guidelines.
- h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs "Bulk Upload Template" (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.**
- i. 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.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.
- k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
- l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

m. SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

n. Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.

d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. 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.

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2025 funding year (July 1, 2025). If Category 1 services

(Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services ([DA 02-3365](#) , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 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.*

- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#), released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) **INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number (“FRN”) and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.
- b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.
- c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) **FCC/USAC AUDITS**

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. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider 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.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

INCLUDE IN TOTAL PROPOSAL:

1. All of the items found in the scope of work and specifications as stated
2. Work Completion Timeline
3. Additional Options (Itemized):
4. Signed E-Rate Supplemental Terms and Conditions
5. References from similar sized educational institutions. Refer to Appendix A.
6. ANY EXCEPTIONS TO WORK SPECIFICATIONS

Vendor proposals must, at a minimum, include the following services in the order specified:

- A. Guarantee of consistent pricing with rates and pricing formula defined in contract.
- B. Contract shall guarantee availability to Marietta City Schools as long as the vendor has access to any supply. This guarantee shall also apply during times of disaster and national shortage.

SELECTION CRITERIA

The Board of Education of the City of Marietta reserves the right to make its vendor selection based on what it deems to be in the best interest of the school system. The proposal neither obligates the Board of Education of the City of Marietta to award a contract nor commits the Board to pay any cost which might be incurred by any company, entity, or individual in responding to this request.

The successful vendor will be approved and announced at the public meeting of the Board of Education of the City of Marietta on December 10th, 2024, at 6:00 p.m. **This date is tentative and subject to change.**

Each proposal will be evaluated based on criteria and priorities defined by MCS. The contract will be awarded based on the proposal that best meets the needs of the District with regard to the current technology plan, future growth, and RFP specifications contained herein, not necessarily the lowest price.

Cost – E-Rate Eligible	30
Cost – E-Rate Ineligible	5
Experience and Knowledge	25
Service Level Agreement	15
Proposal	25
Total	100

Proposals will be evaluated upon the base requirements, which include, but are not limited to the following:

1. E-Rate Eligible Cost (30 points maximum) – MCS will consider and rate the details of the proposed rates and fees for the E-Rate eligible portion of the service.
2. E-Rate Ineligible Cost (5%) - MCS will consider and rate the details of the proposed rates and fees for the E-Rate ineligible portion of the service
3. Experience and Knowledge (25 points maximum) – MCS will consider and rate the experience in providing, installing and maintaining like services for customers, knowledge of current technology and experience in managing projects of similar scope and nature.
4. Service Level Agreement (15 points maximum) – MCS will consider and rate the proposed levels of service for the proposed solution.
5. Proposal (25 points maximum) – MCS will consider and rate the over proposal of solution.

Additionally, all proposals will be evaluated as to E-Rate eligibility. At a minimum:

1. Prospective vendor shall provide proof of registration with the Schools and Libraries Division for reimbursement as a Service Provider under E-Rate guidelines.
2. If proposed solution is not covered at 100% vendor must detail what items are covered and what costs are ineligible.

BIDDER RESPONSE SHEET

Prices quoted shall be for the period of the project.

INCLUDE ALL OF THE ABOVE POINTS IN THE SCOPE OF WORK IN TOTAL BID

1. Work Completion Timeline:
2. Description of Solution:
3. Additional Options (Itemized):
4. Signed E-Rate Supplemental Terms and Conditions
5. References. Refer to Appendix A
6. EXCEPTIONS TO WORK SPECIFICATIONS:

Signature *Company Name* *Date*

Company Address *Company Phone*

.....

Accepted and Signed: _____

Grant Rivera, Ed.D.
Superintendent
Marietta City Schools
250 Howard Street
Marietta, GA 30060

BIDDER RESPONSE FORM

We propose to furnish and deliver any and all of the deliverables and/or services named in the attached RFP for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all specifications, terms and conditions contained in the RFP, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by Marietta City Schools, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Marietta City Schools.

It is understood and agreed that we have read Marietta City Schools' specifications shown or referenced in the RFP and that this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such Marietta City Schools' specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specification.

It is understood and agreed that this bid shall be valid and held open for a period of 90 days from bid opening date.

Bidder Name: _____

Authorized Signature _____

Print Name _____ Date _____

BID SIGNATURE AND CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, Contractor, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the bid and certify that I am authorized to sign this bid for the proposer. I further certify that the Official Code of Georgia Annotated, Sections 45-10-20 et.seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name _____

Appendix A

Provide three (3) references (for projects completed in the last (5) years) of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, **exclusive of the District**. The District will consider responses with fewer than three (3) references, exclusive of the District. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

PROJECT NAME/DESCRIPTION: _____

CLIENT ORGANIZATION: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

PROJECT DURATION: FROM: _____ TO: _____

PROJECT NAME/DESCRIPTION: _____

CLIENT ORGANIZATION: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

PROJECT DURATION: FROM: _____ TO: _____

PROJECT NAME/DESCRIPTION: _____

CLIENT ORGANIZATION: _____

CONTACT PERSON: _____

TITLE: _____

PHONE: _____

EMAIL: _____

PROJECT SIZE: \$ _____

PROJECT DURATION: FROM: _____ TO: _____