

REQUEST FOR PROPOSAL MUD-FY2020-C1-LF

**E-rate Funding Year**  
2020

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## DEFINITION OF TERMS

**28-DAY WAITING PERIOD:** The minimum time period an applicant is required to wait after posting the FCC Form 470 before entering into any contract with a service provider.

**APPLICANT:** The entity applying for universal service support. In the Schools and Libraries Program the entity is a school, library, consortium, or other eligible entity that files program forms.

**BILLED ENTITY NUMBER (BEN):** A unique number assigned by USAC to each billed entity (school, library, or consortium) that pays for services.

**BILLED ENTITY:** The entity that receives the bill and pays for the supported service. A Billed Entity may be different from the physical location being supported.

**CATEGORY ONE SERVICES (Cat 1):** Services used to connect broadband or internet to eligible locations, or services that provide the basic conduit access to the internet. Data Transmission Services and Internet Access, and Voice Services are Category One services.

**CATEGORY TWO BUDGET:** Starting with FY2015, applicants applying for Category Two services will be limited to a five year pre-discount budget for those services.

**CATEGORY TWO SERVICES (Cat 2):** Internal connections services needed to enable high-speed broadband connectivity and broadband internal connections components. Category Two includes local area networks/ wireless local area networks (LAN/ WLAN), internal connections components, basic maintenance of internal connections components, and managed internal broadband services.

**CHILDREN'S INTERNET PROTECTION ACT (CIPA):** A law that mandates certain internet safety policy and filtering requirements for recipients of E-rate Program discounts for services other than telecommunications services.

**DARK FIBER INCLUDING INDEFEASIBLE RIGHTS OF USE (IRU):** The E-rate applicant leases capacity (i.e. a specific number of fiber strands) on a provider-owned and maintained fiber network. The applicant pays separately for modulating equipment to light the fiber in order to transmit data over that fiber. The maintenance and operations (M&O) charges related to leased dark fiber service can be the responsibility of the service provider or the applicant dependent on the terms of the contractual agreement.

**DOCUMENT RETENTION:** Applicants and service providers must retain documentation related to the application for, receipt, and delivery of discounted services for at least 10 years from the last date of service delivery.

**FCC FORM 470:** The Description of Services Requested and Certification Form is an FCC form that schools and libraries complete to request services and establish eligibility.

**FCC FORM 471 FILING WINDOW:** The period generally between mid- January and mid-March (prior to the start of the funding year) when forms filed are treated as having been received on the same day and are considered for funding before any other forms filed after the window closes.

**FCC FORM 471:** The Services Ordered and Certification Form is an FCC form that schools and libraries use to report services ordered and discounts requested for those services.

**FCC FORM 472 (BEAR):** The Billed Entity Applicant Reimbursement Form is an FCC form that schools and libraries submit to USAC after paying for services in full, to request reimbursement for the discount on those services.

**FCC FORM 474 (SPI):** The Service Provider Invoice Form is an FCC form that service providers submit to request reimbursement for discounted eligible services already provided to the schools or libraries on their customer bills.

**FUNDING YEAR:** The funding year is a time during which program support is being provided. The Funding Year begins July 1 and ends June 30 of the following calendar year.

**INVOICE:** A statement or document that (1) service providers submit to USAC after they have provided or completed service to the applicant or (2) applicants submit to USAC after they have paid for services in full. Invoices are submitted using FCC Form 474 (service providers) or FCC Form 472 (applicants).

**LIT FIBER:** A fiber-based broadband service where the service provider owns and manages the network, and the E-rate applicant pays a recurring fee to have data transported over the network.

**LOCAL AREA NETWORK (LAN):** A voice, data, and/or video network that provide connections generally within an eligible school or library to other locations within the school or library.

**LOWEST CORRESPONDING PRICE (LCP):** The lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate Program applicant (school, library, or consortium) for similar services.

**NON-INSTRUCTIONAL FACILITY (NIF):** A school building without classrooms or a library building without public areas. Examples of school NIFs include administrative buildings, bus barns, and cafeteria facilities. Examples of library NIFs include administrative buildings, bookmobile garages, and interlibrary loan facilities.

**POINT OF DEMARCATION (Demarc):** A demarcation refers to the point where a service provider's network ends and where an applicant's local area network (LAN) begins.

**REQUEST FOR PROPOSAL (RFP):** A form of solicitation for products or services that provides detailed information regarding those products or services and any additional details necessary for potential proposers to respond. Program applicants may issue RFPs in addition to filing the FCC Form 470.

**SELF-PROVISIONED NETWORK (District Owned Fiber):** Complete applicant ownership of a high-speed broadband network. The applicant hires a vendor to construct the network or a portion of the network, and thereafter owns and maintains that network or portion, including all the fiber strands and conduit.

**SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN):** A unique number that USAC assigns to each service provider once that service provider has submitted the FCC Form 498 to USAC.

**WIDE AREA NETWORK (WAN):** A voice, data, and/or video network that provides connections from within an eligible school or library to other locations beyond the school or library.

## OBJECTIVE

Muddy Creek Charter School, hereafter referred to as Applicant, is requesting proposals for both Lit Fiber transport and/or ISP service to its campus.

## SCHEDULE

<b>Issue Date:</b>	<u>12/3/2019</u>
<b>Responses Due:</b>	<u>1/7/2020</u>
<b>Questions Due Before:</b>	<u>12/18/2019</u>

## DISTRICT INFORMATION

<b>Company Name:</b>	<u>Muddy Creek Charter School</u>
<b>BEN:</b>	<u>17022643</u>
<b>Address:</b>	<u>30252 Bellfountain Rd</u> <u>Corvallis, OR 97333</u>
<b>Telephone:</b>	<u>541-752-0377</u>

## SINGLE POINT OF CONTACT

<b>Contact Name:</b>	<u>Leann Eagles-Smith</u>
<b>Address:</b>	<u>30252 Bellfountain Rd</u> <u>Corvallis, OR 97333</u>
<b>Telephone:</b>	<u>541-752-0377</u>
<b>Fax:</b>	<u>(541) 752-9481</u>
<b>Email:</b>	<u>leann.eagles.smith@muddycreekcharterschool.org</u>

## SUBMISSION REQUIREMENTS

### Submission Guidelines

Proposals shall be enclosed in a sealed envelope, or .zip file and delivered to the Single Point of Contact through mail, email or fax. All proposals need to be clearly identified as a proposal for this RFP.

### Single Proposal

This RFP is limited to one response per proposer. Applicant is not requesting alternate proposals, and will not evaluate more than one offer per Proposer.

### Late Submissions

Proposer is solely responsible for ensuring its Proposal is received by the Applicant in accordance with the RFP requirements before response due date. Applicant is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected. Proposals received after Response Due Date are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.

### Modification or Withdrawal of Proposals

Any Proposer who wishes to make modifications to a Proposal already received by Applicant shall submit its modification to the Single Point of Contact and must denote the specific change(s) to the Proposal submission. All Proposal modifications must be completed prior to closing.

If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a Written notice Signed by an authorized representative of its intent to withdraw its Proposal in accordance with OAR 125-247-0440.

### Partial Bids

Partial bids will be accepted however, bids that meet the full requirements outlined in the "Line Items" portion of the RFP will be scored higher under the "Products and/or Services Offered" scoring category. If only partial bids are received, district may choose not to award the contract, or award the contract to multiple vendors.

### Proposal Rejection

Agency may reject a Proposal for any of the following reasons:

Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.

Proposer makes any contact regarding this RFP with District Staff other than the Single Point of Contact or those the Single Point of Contact authorizes, or inappropriate contact with the SPC.

Proposer attempts to inappropriately influence a member of the evaluation committee.

Proposal is conditioned on Applicant's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

**Addenda to Solicitation**

Addenda to proposal shall be posted in the same manner as the proposal. Vendor is responsible for monitoring proposal for addendum and adjusting proposals.

Confirm your understanding of the submission requirements.

\_\_\_\_\_  
*Initial*

## CONTRACT REQUIREMENTS

### Contract

The successful Service Provider, if one is selected, will be required to enter into a written agreement in a form approved by the Applicant. The agreement shall include, but shall not be limited to, the following terms and conditions:

### Incorporation of Bid Documents

All specifications, terms and conditions contained in the RFP shall be incorporated by reference and made a part of a contract awarded to the successful service provider.

### Compliance with Laws

The Contract is a public contract subject to all applicable requirements of state and federal law, including but not limited to the following:

- 279B.045 – Compliance with all tax laws.
- 279B.220 – Prompt payment; no liens
- 279B.230 -- Payment for medical care; workers' compensation.
- 279B.235 -- Hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

### Failure to Perform

If a contract is awarded to a Service Provider and that Service Provider fails to perform, the Service Provider shall be liable for all costs and damages incurred by applicant in procuring and obtaining any similar equipment, article, material or service from other providers, and the contract awarded to the successful Service Provider shall be in full force and effect to the extent not terminated. Applicant reserves the right to revoke and terminate a contract award upon the Service Provider's failure to perform, which termination shall not affect any right, obligation or liability of the Service Provider that accrued before such termination. In addition to the rights set forth in this paragraph, Applicant reserves all other rights and remedies at law and in equity.

### Termination

If a contract is awarded and the Service Provider breaches a term or condition of the contract, Applicant may terminate the contract after providing five (5) days' written notice of termination to the Service Provider. In addition to the right to terminate under the contract, Applicant reserves all its rights and remedies at law and in equity available due to the breach, including but not limited to the recovery from the Service Provider any damages, costs, expenses and attorney fees (including fees incurred on appeal) arising out of or as a result of a breach.

If Applicant breaches a term or condition of the contract, the Service Provider's sole remedy shall be termination of the contract and receipt of payment by Applicant for any equipment, article, material or service provided by the contractor up to and including the effective date of termination.

Confirm your understanding of these requirements.

\_\_\_\_\_ *Initial*

## E-RATE REQUIREMENTS

### Work Contingent upon Funding

Work offered in this RFP may be contingent upon receiving a funding commitment from USAC for the specified services. If the funding request is denied, the project may be canceled. Such cancellations shall not constitute any financial obligation on the part of the District.

### E-rate Eligible Provider

The work awarded as a result of this RFP must qualify for E-rate funding. Bidding Service Providers must have a relationship in good standing with FCC/USAC/SLD and qualify as an E-rate eligible provider. Information about E-rate and eligibility is available at the Universal Service Administration Company (USAC) website: <http://www.usac.org/sl>.

### Service Provider Identification Number

Bidding Service Providers must have a valid Service Provider Identification Number (SPIN). Information about E-rate and eligibility is available at the Universal Service Administration Company (USAC) website: <https://www.usac.org/sl/service-providers/step01/default.aspx>

### E-rate Contact

The Service Providers must provide an E-rate contact for the district who understands the E-rate process and can answer related questions at the time of bidding.

In the field provided, list the name, phone number and email address for the E-rate contact that will be assigned to the District's account.

### Public Information

The successful Service Provider may not require any language in the final agreement that restricts publication of pricing data. Information, other than trade secrets as defined in ORS 192.501(2), contained in a response to this RFP and resulting contract, is public record and subject to disclosure.

### Signed Contract

The successful Service Provider must be willing to enter into the agreement before the end of the E-rate filing window for the indicated funding year to meet E-rate requirements.

### Favorable Pricing

Pricing offered under this RFP must not be higher than the lowest price offered to nonresidential customers who are similarly situated, for similar E-rate program services.

### Period of Contract

Contract period will correspond with the E-rate Funding Year. Category One recurring services will be contracted in increments of one year that start July 1 of each funding year through June 30 of the following year. Category Two services will be from July 1 of the funding year through September 30 following the end of the funding year. Extensions to the contract will be allowed according to E-rate rules.

### **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 “funding year”, there is a delay in a Funding Commitment from USAC, or an extended service end date for an E-rate funding 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”).

### **Category Two Budgets**

If combined total for all products and services exceeds remainder of an entities Category 2 Budget, the district may choose to select to only purchase products and services offered up to the amount remaining in the Category Two budget. Information about E-rate Category Two Budgets is available at the Universal Service Administration Company (USAC) website:

<https://www.usac.org/sl/applicants/step03/category-two-budget.aspx>

### **Product Substitutions**

No change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USC service substitution approval with the exception of a Global Service Substitution.

### **Free Service Advisory**

Services offered must be in full compliance USAC’s Free Service Advisory. No free services may be offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs.

### **Service Delivery Dates**

The E-rate Funding Year begins on July 1 of the Funding Year and expires on June 30 of the following year, resulting in a period of 12 months. No products or services may be delivered earlier than the start of the funding year. If construction is necessary to deliver Category One services, construction may begin up to 6 months in advance of the start of the Funding Year. Category Two services may be purchased 3 months prior to the start of the Funding Year, though installation must take place after the start of the Funding Year. Installation of Category Two services must be completed within three months after the end of the funding year.

### **Refurbished Equipment**

No refurbished equipment will be accepted.

### **Equivalent Products and Services**

Whenever specifications of any products or services are indicated by a specific proprietary name, manufacturer name, or model name, such specifications shall be deemed to be used the purpose of facilitating a description of the products or services desired and any products or services of equal or greater equivalency will be considered.

### **E-rate Forms**

The successful Service Provider must accept either Billed Entity Application Reimbursement (BEAR) FCC Form 472, or Service Provider Invoice (SPI) FCC Form 474, invoicing per E-rate rules. The invoicing method chosen will be at the discretion of the District.

## Invoicing

The successful Service Provider 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")

The Service Provider must ensure that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District.

The successful Service Provider 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.

The successful Service Provider 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.

In the event of a delayed funding commitment the successful Service Provider 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.

Products and Services must be delivered before billing can commence. At no time may the Service Provider invoice before the state of the aforementioned funding year.

## Documentation

Service Provider shall provide to District all of the information and documentation that the Service Provider has, or that Service Provider can reasonably acquire, that the District may need to prepare its E-rate applications and/or to meet the documentation standards required to receive E-rate support.

Service Provider shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, timesheet, memoranda and other data relating to Service Provider's services to the District. All such records shall be retained for a minimum of ten (10) years following completion of services and

shall be subject to inspection and audit by the District. Service Provider shall include 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.

Confirm your understanding of the E-rate requirements. \_\_\_\_\_  
*Initial*

## SCORING CRITERIA

### Cost of Eligible Services (40 points possible)

Provide itemized costs for the specified equipment or services, including all components necessary for the equipment or service to be fully functional. Any services, equipment, or components that are not eligible for E-rate funding must be specified in response.

### Cost of Transition (20 points possible)

Clearly identify any cost that qualify as special construction costs under the E-rate program. Information about special construction costs is available at the Universal Service Administration Company (USAC) website: <http://www.usac.org/sl>.

### Experience Providing Similar Services of a Similar Scope (20 points possible)

The successful Service Provider will need to demonstrate experience providing services of similar scope and complexity. Attach a discussion of your firm's experience with working with three (3) entities of similar scope and complexity. Please provide contact information for reference checks where applicable.

### Support (20 points possible)

The successful Service Provider is required to provide a dedicated account management team assigned to the District for service support including moves, adds, changes, repairs, as well as billing/invoice support. Provide information about the account team that will be assigned to the District. Provide information confirming when support is available, and describe how District technicians will solicit this support. Describe your service escalation process for all aspects of support, include triggers, and timelines. Provide this information for all type of issues, including service, billing and technical support.

Total Possible Score: 100

Confirm your understanding of the Scoring Criteria.

\_\_\_\_\_ *Initial*

## DISQUALIFICATION CRITERIA

Bids received that do not meet the requirements specified in this RFP will be disqualified and will not be evaluated.

Bids received that do not meet the requirements specified in the Scoring Criteria section of this RFQ will be disqualified as we will be unable to perform a proper evaluation of incomplete responses.

Confirm your understanding of Disqualification Criteria. \_\_\_\_\_  
*Initial*

**AWARD PROCESS**

**Notice of Award**

Applicant will notify all Proposers in Writing that Applicant is awarding a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

**Protests**

Protests of bid specifications shall be presented to the Single Point of Contact in writing within five calendar days prior to bid closing. Such protest shall include the reason(s) for protest and any proposed changes. If, in the opinion of Applicant, a change is required for the Request for Proposal, an addendum will be issued.

Protests of award shall be presented to the Single Point of Contact in writing within five calendar days after the notice of award, or in the event of meeting E-rate deadlines, 5 calendar days before the end of the E-rate FCC Form 471 Filing Window. Such protest shall include the reason(s) for protest and any proposed changes. If, in the opinion of Applicant, a change is required for the award, a new Notice of Award will be issued.

Confirm your understanding of Award Process. \_\_\_\_\_  
*Initial*

## SCOPE OF WORK

### Definition

Muddy Creek Charter School is looking for quotes for both data transmission service only over any type of transport medium to connect its campus located at 30252 Bellfountain Rd, Corvallis, OR 97333 to Linn Benton Lincoln ESD, located at 905 4<sup>th</sup> Ave SE, Albany, OR 97321 and/or ISP and transport service to its location at Bellfountain Rd, Corvallis, OR 97333. Quotes will need to be provided for the capacities and listed in the line items portion of this RFP. Please provide pricing for periods of 1, 3 and 5 years.

### Line Items

#	Item	Quantity or Capacity	Unit	Location(s)
1	Lit Fiber Service	30	Mbps	Muddy Creek Charter School to Linn Benton Lincoln ESD
2	Lit Fiber Service	50	Mbps	Muddy Creek Charter School to Linn Benton Lincoln ESD
3	Lit Fiber Service	100	Mbps	Muddy Creek Charter School to Linn Benton Lincoln ESD
4	Lit Fiber Service	200	Mbps	Muddy Creek Charter School to Linn Benton Lincoln ESD
5	Lit Fiber Service	300	Mbps	Muddy Creek Charter School to Linn Benton Lincoln ESD
6	Lit Fiber Service	400	Mbps	Muddy Creek Charter School to Linn Benton Lincoln ESD
7	Lit Fiber Service	500	Mbps	Muddy Creek Charter School to Linn Benton Lincoln ESD
8	Lit Fiber Service and ISP Service	30	Mbps	Muddy Creek Charter School to Service Provider
9	Lit Fiber Service and ISP Service	50	Mbps	Muddy Creek Charter School to Service Provider
10	Lit Fiber Service and ISP Service	100	Mbps	Muddy Creek Charter School to Service Provider
11	Lit Fiber Service and ISP Service	200	Mbps	Muddy Creek Charter School to Service Provider
12	Lit Fiber Service and ISP Service	300	Mbps	Muddy Creek Charter School to Service Provider
13	Lit Fiber Service and ISP Service	400	Mbps	Muddy Creek Charter School to Service Provider
14	Lit Fiber Service and ISP Service	500	Mbps	Muddy Creek Charter School to Service Provider

## PROPOSER INFORMATION AND CERTIFICATION

**Company Name:** \_\_\_\_\_  
**SPIN:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

By submitting a response, you certify that you are authorized to represent your company.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_