

Request for Proposal RFP # 2018 E-RATE RSD7 POTS

A. NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Reynolds School District 7 (RSD7) is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations for proposals and quotes to provide POTS telephone service to our schools.

The system must be in compliance with all applicable state and federal regulations, in addition to the performance standards described below. Any bidder must be an eligible service provider willing to complete the necessary communications and paperwork associated with the E-rate program.

B. PROPOSAL SUBMITTAL

All responses must be received by 2:00 pm, March 5, 2018.

All proposals shall be firm offers subject to acceptance by RSD7 and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to RSD7, except as permitted by RSD7.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after the deadline will be returned without consideration.

To submit a response to this request please **email one (1) electronic copy to IT_RFP@rsd7.net**. The email must be clearly marked with the bidder's name/identification and the subject must be the words:

"PROPOSAL RESPONDING TO RFP #2018 E-RATE RSD7 POTS"

RSD7 shall not be responsible for, nor accept as a valid excuse a late proposal delivery, any delay in mail service or other method of delivery used by the proposer.

FOR YOUR CONVENIENCE:

An electronic copy of this RFP can be accessed via Reynolds School District website. URL: <https://www.reynolds.k12.or.us/rfps>.

C. QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing until 2:00 pm February 16, 2018. Questions must be typewritten or printed and sent to RSD7 via e-mail address it_rfp@rsd7.net. RSD7 shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

RSD7 will respond in writing to all questions by 5:00 pm February 23, 2018. All answers will be provided as a numbered questions and answer document, for example, RFP Q&A #1.

If it becomes necessary for RSD7 to revise any part of this RFP, or to provide clarification or additional information after the documents are released, RSD7 will e-mail the answers to the bidders.

RSD7 shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential contractors, and potential contractors shall not include any such expenses as part of their RFP. Pre-contractual expenses are defined as any expenses incurred by a potential contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to RSD7; (3) negotiating with RSD7 any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

To withdraw your proposal, contact: IT_RFP@rsd7.net

D. GENERAL INSTRUCTIONS

1. **Scope of Contract.** The Contract is for providing plane old telephony service (POTS) district wide and DSL to one location. Contractor shall provide all of the required services, delivery, warranty, set-up if requested and other related services as required within this RFP document, on an “as-scheduled” and/or “as-requested” basis in accordance with all the terms, conditions and specifications specified herein. All services provided under this RFP must be commercially and readily available for purchase.

Refer to attached document for the number of POTS lines per address.

We wish to sign a 1-year contract for these phones lines with possible 1-year extensions. The existing phone numbers must stay the same.

Responses to RFP must include the following:

- Cost for this service on a 1-year contract with possible 1-year extensions
- Specify which locations you can provide service to and which locations you cannot provide service to
- Cost for porting numbers, construction, or other costs associated with the transition
- Explanation of how the transition from the current provider would happen smoothly, including any possible outages, construction, porting numbers, and other tasks needed

2. **Response to Request for Proposal.** Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:

- A. Items not eligible for reimbursement under E-rate must be itemized in the bid.

- B. The price must be separated by schools as well as totaled for all schools.
- C. Service Provider must provide a Service Provider Identification Number (SPIN) and meet all other qualifications for "Service Providers" as defined by USAC (<http://www.usac.org/sl/service-providers/default.aspx>).
- D. Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal and bearing the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.

3. **Withdrawal of RFP.** Any Responding Contractor may withdraw his/her RFP, either personally or by written request, at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.

4. **Cancellation.** The Contracting Agency may cancel this procurement or reject any or all proposals in compliance with ORS 279B.100 and ORS 279B.060.

5. **Subcontractors.** By submitting a response to this RFP, the Proposer certifies it does not discriminate in obtaining required subcontractors pursuant to ORS 279A.110 and OAR 137-047-0260

6. **Agreement.** The form of agreement for the Contract, which the successful Responding Company, as Contractor, will be required to execute is included in and forms a part of this section and the Contract documents.

7. **Addenda.** Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page 11 or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.

8. **Opening of Response to Request for Proposal.** At the time and place set forth for the opening and reading of Response to Request for Proposal, each and every RFP received prior to the scheduled closing time for receipt of Response to Request for Proposal will be publicly opened. Responding Contractors or their representatives and other interested persons may be present at the opening of Response to Request for Proposal. No award will be made at this time.

9. **Award or Rejection of Response to Request for Proposal.** The contract will be awarded at District's sole discretion. District reserves the right to reject any or all Response to Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either "individually", "as a whole" or "in any combination", whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to ORS 279B, the District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation criteria and will be most advantageous to the school district with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The district further reserves the right to award RFP items on an individual per line item basis to one or more Responses, whichever is in the best interest of the

district. The successful Responder(s) will be notified in the event of an award.

10. **Taxes.** The Contract payments shall exclude all applicable taxes. The District shall pay only the Oregon, and/or County local taxes and Use Tax on the rates (unit costs), when applicable will be listed separately on the monthly service invoice. The Federal Taxes or other additional communication charges may be applicable, including but not limited to FCC charges, etc., and will be reflected on monthly service invoices.

Charges and Taxes for any related issued hardware will be billed on account and appear on monthly invoices for service or separately on a monthly service invoice.

9. **Inspection of Responding Contractor's Facility.** As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Responding Contractors prior to award of the contract. If representative(s) of the District determine after such inspection that the Contractor may not be capable of providing proper and satisfactory service/product to the District, the Contractor may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period, any time during normal business hours upon prior notice. Responding Contractor may also be required to show evidence of their ability to furnish standard material from identified manufacturer. The District will make these contacts as a verification of availability, and may act as sole judge as to the responsiveness; and therefore, the Contractors' available facility.

10. **Contractor's Past Performance.** A Contractor may be ruled "Non-Responsive"/"Non-Responsible" based upon Contractor's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

11. **Contractor Qualifications.** In order to be considered for an award, the Contractor shall meet the following requirements:

The Contractor shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a minimum period of three (3) consecutive years.

The successful bidder will be responsible for qualifying for and adhering to the Federal E-rate program.

12. **Award Criteria.** Vendor is expected to be thoroughly familiar with any rules or regulations required for the E-rate program. Each proposal will be evaluated based on criteria and priorities as defined by RSD7, who will choose the submission that, taken as a whole, and in RSD7's sole opinion, is in the best interest of the organization. Proposals should address the evaluation criteria itemized below.

The evaluation criteria include, but are not necessarily limited to, the following:

- Price for all parts, labor, design, project management, programming, and shipping and handling.
- The proposal's alignment with the desired solution as described in section 1, above.

2.1 Evaluation Criteria

- Price – 40%
- Understanding of Needs – 25%
- Compatibility with Existing Systems 20%
- Prior Experience – 15%

NOTE: This is a Requirements Contract; and as such, the District will purchase needed equipment and services which meet the stated specifications, on an “as-needed” basis, provided funds are available and requirements for service(s) and hardware are identified. The estimated figures listed herein are strictly provided for informational purposes only, and does not imply or guarantee that the District will purchase equipment at these cited amounts, or at any amount. The District may purchase none, some, or up to the volume cited, at the discretion of the District, based on availability of funds and requirements for service(s) and hardware are identified within the District. Additionally, the District may have one or more additional contracts to procure the same types of systems/equipment/service.

13. **Conflict of Interest.** By its signature hereunder, Contractor certifies that no District employee whose position in the District’s service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for proposal. If such conflict exists, the Contractor will notify the District in writing.

14. **If Bidder Protest.** Any bidder who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:

- 14.1 The protest is in writing and complies with ORS 279B405 and OAR 137-047-0730;
- 14.2 The protest is filed and received by the District’s Chief Financial Officer or designee not more than three (3) calendar days following the date of the District’s selection of the apparent lowest responsible bidder;
- 14.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District’s **Chief Financial Officer** or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District’s written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District’s intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District’s intent to award the Contract, or the District’s determination to reject all proposals.

15. **Term of Contract.** Any contract will be contingent upon the approval of E-Rate funding and

governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2018 through June 30, 2019. RSD7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

In addition to the requirements outlined in this RFP Service Providers may be subject to additional requirements as outlined in the WSCA user agreements.

RFP FORM A This form is required to be submitted with your proposal.

TO: REYNOLDS SCHOOL DISTRICT 7, an Oregon School District, acting by and through its Board of Education ("District"), 1204 NE 201st, Fairview, OR 97024

FROM:

(Name of Company) (SPIN NUMBER)

(Address) (Fed. Tax ID #)

(City, State, Zip Code)

(Telephone) (Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Bidder's Authorized Representative(s) & Title)

(Date)

RFP Proposal Amount:

The proposal must be in ink or typewritten. Write out the total amount of your proposal:

Numeric Proposal Amount: \$_____

In the event of a conflict between the written and numeric version of the proposal, the written will prevail.

**RFP FORM B
CERTIFICATION**

This form is required to be submitted with your proposal.

I certify that I have read Request for Proposal #2018 E-Rate RSD7 POTS and the instructions for submitting an RFP. I further certify that I must **email one (1) electronic copy to IT_RFP@rsd7.net** of the firm's proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums (if any) issued. The **Addendum**

Nos. _____ received, **acknowledged and incorporated into this Request for Proposal are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:

[Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Text Box Tools tab to change the formatting of the pull quote text box.]

BID FORM C**This form is required to be submitted with your proposal, if applicable.****SUBCONTRACTORS LIST**

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Reynolds School District 7. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but **MUST** be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor's name, city of location, and type of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTOR:		TYPE OF WORK:	
Location/Address:			Phone: ()
LICENSE NO.:	Expiration Date: / /		
SUBCONTRACTOR:		TYPE OF WORK:	
Location/Address:			Phone: ()
LICENSE NO.:	Expiration Date: / /		
SUBCONTRACTOR:		TYPE OF WORK:	
Location/Address:			Phone: ()

SUBCONTRACTORS LIST All subcontractors in excess of ½ of 1% of total Proposal must be listed

SUPPLEMENTARY GENERAL CONDITIONS

- A. The implementation of this RFP is contingent on E-rate funding. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2018 through June 30, 2019. The Reynolds School District 7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.
- B. The agreed liquidated damages provision established in Article 6 of the General Conditions is Not Applicable on this Requirements Contract.
- C. Insurance. Not Applicable on this Requirements Contract.
- D. The Bidder's Federal Tax ID # and W-9 form are required for payment of invoices.
- E. The number of Contract Agreements to be fully executed is to be four (4) sets. This allows one (1) original to be provided to the awarded bidder. There are no drawings to be furnished on this RFP. The RFP specifications and addendums are available online.