



**Solicitation Information
August 21, 2020**

RFP #7607815

TITLE: E-Rate Eligible Telecommunications Service - RIDE

Submission Deadline: September 30, 2020 10:00 AM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

MANDATORY:

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions15@purchasing.ri.gov no later than **September 10, 2020 10:00 AM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the **RFP#7607815** on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: NO

PAYMENT AND PERFORMANCE BOND REQUIRED: NO

Robert DeAngelis, Senior Buyer

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.ridop.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Education (“RIDE”), is soliciting proposals from qualified firms to provide E-Rate eligible telecommunication services, in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.ridop.ri.gov.

The initial contract period will begin approximately July 1, 2021 for up to four years. However, each contracted year shall begin on July 1 and end June 30 in alignment with E-Rate rules. Renewal for up to four additional 12-month periods based on vendor performance and the availability of funds.

RITEAF Legislative Considerations

Any protest or dispute related to this RFP shall be subject to the provisions of the Rhode Island Division of Public Utilities and Carriers rulings relative to the enacting legislation that funds this program and assigned duties for administering it, as amended in Rhode Island General Laws, Section 39-1-61 and effective May 9, 2005. An unsuccessful bidder may, within seven (7) calendar days of the awarding of bids, file an appeal with the Division of Public Utilities and Carriers. The Division will review any claims that the Department of Education did not comply with terms of the RFP or with the Division’s Rules. All other appeals shall be made through the FCC’s appeal process. The Department of Education shall have seven days to file a response. An original and nine (9) copies of any appeal shall be sent to:

Luly E. Massaro, Division Clerk
Division of Public Utilities and Carriers
89 Jefferson Boulevard
Warwick, Rhode Island 02888

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne

by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.

4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs

by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor's Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity's website, at <http://odeo.ri.gov/> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. Master Price Agreements - Contract Administrative Fee - In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

SECTION 2. BACKGROUND

The Rhode Island Department of Elementary and Secondary Education (RIDE) and the Library network operate transport lines funded by the RITEAF (RI General Laws, Section 39-1-61) and the Universal Services Administrative Services (USAC) Program known as E-rate. Through relationships with consortia serving each type of entity, RIDE strives to provide equitable access to network services for all school or library sites regardless of location. The network is comprised of a wide range of data circuits inter-connected to create a robust information infrastructure. The Department and the Libraries have a full range of applications that can benefit from the services specified in this RFP including WI-FI access, videoconferencing, and a variety of services that move across these networks. RIDE expects to maintain and increase bandwidth in accordance with national recommendations.

In planning for the new changes in E-rate eligible services, this RFP represents the first step in a long-term process to meet steady increases in bandwidth requirements without substantial increases in cost.

The Office of Statewide Efficiencies within RIDE, also referred to as "the Department", is issuing this Request for Proposals (RFP) to procure Digital Transmission Technology at all available speeds using the best available network technologies to support the broadband needs of

the K-12 public and private schools, the public and selected private libraries, and consortia serving the needs of such entities.

The Department currently contracts with three vendors for high-speed data circuits at most K-12 schools and libraries individually throughout Rhode Island. The total number of circuits by the end of Funding Year 2020 (June 30, 2020) is estimated at 500. The telecommunications services that will be considered for purchase must be deemed eligible according to USAC's Category One Data Transmissions services as defined in USAC's Eligible Service List (ESL) located at: <http://www.usac.org/sl/>

The Department or its authorized representatives must provide a Purchase Order (PO) for service provided by the vendor under this agreement. Any services provided by the vendor without a Department-authorized PO are not eligible for RIDE E-Rate filing services or for reimbursement under RI Telecommunications Education Access Funds managed by RIDE.

The Department will file the 470 and 471 forms for E-Rate reimbursements for all entities that purchase services through a RIDE-authorized PO. Due to the complexity of the E-Rate process, E-Rate funding is often awarded well after the award year has begun. The Department expects that vendor's invoice will reflect the Department's total cost and indicate the discounted amount for services as determined by the Department pending approval by the Schools and Libraries Division (SLD or ERATE program). The vendor is required to apply for the E-RATE reimbursement directly from the SLD using the Service Provider Invoice Form (SPIF - FCC Form 474) once the award has been made. Exceptions to this requested processing by the Department should be noted.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

The intent of this solicitation is to establish a RIDE Qualified Vendor List with pre-negotiated pricing, terms and conditions in accordance with the RI Telecommunications Education Access Fund Rules and Regulations and Federal E-Rate Requirements. All bid prices submitted in response to the RFP must be the bidder's "best and final" offer. The vendor must be responsible for all costs incurred in preparation of the RFP submission. Vendors must meet all minimum qualifications to be placed on the RIDE Qualified Vendor List. Prior to the E-Rate Form 471 filing deadline (Approximately March 15th), the Department will negotiate installation dates for specific circuits with these vendors and enter into one or more contracts with one or more successful vendors.

Under this RFP, RIDE is interested in establishing a Master Price Agreement (MPA) for affordable broadband services to Rhode Island Schools and Libraries. The selected vendor(s) will be placed on a qualified vendor list through a Master Price Agreement (MPA) that RIDE and its consortium members can access to procure the services of the applicable vendor(s).

Placement on the resulting MPA does not guarantee any income for vendors.

Specific Activities / Tasks

1. Bidders must submit a letter of transmittal signed by an owner, officer, or other authorized agent.
2. Bidders must submit relevant organizational information, a list of similar projects undertaken and/or clients served, agency expertise relative to the services requested, and a statement of existing workload as it impacts the performance of the project.
3. Bidders must provide an overview of key personnel assigned to the project including education and prior experience.
4. Bidders must include a sample report (Certified Bandwidth Monthly Report) that will be submitted to RIDE monthly asserting to the purchased bandwidth speeds and actual bandwidth usage of every site.
5. Bidders must disclose any work to be sub-contracted including the specific work to be performed and staffing, organizational structure, and business background of the sub-contractor.
6. RIDE will provide its contractor with the quantities of service and the contract value once the award is announced. The contract will incorporate all the terms and conditions outlined in this RFP.
7. Bidders must provide three (3) references of similarly situated customers (size, services and type of business, with particular emphasis on K12 educational institutions) including:
 - Company (or institution) Name
 - Contact Name
 - Contact Phone Number
8. Bidders must submit an unbound original and four (4) copies of the proposal. All proposals **must** include an electronic version (CD-R) of the Written Proposal in MS Word format for the purpose of record retention requirements under USAC. Email proposals will not be accepted.
9. All cost proposals are to be submitted using Appendix B Cost Matrix excel file ONLY. Vendors pricing must NOT include any construction costs. Multi-year offerings must show significant savings throughout the duration of the years being offered. No taxes are to be included in offered pricing.

There are 2 worksheets within Appendix B. Both worksheets are to be completed. **Vendors who do not submit a cost proposal using Appendix B will be disqualified.**

10. Please ensure that the media submitted is labeled with the Date, RFP title and Vendor name and packaged separately with the original copies of the response.
11. RIDE will provide its standard contract upon award to vendors. And, this shall serve as the only document between the parties that constitute an agreement. Vendors cannot request addenda which limit or restrict the rights guaranteed within the standard contract.
12. Bidders, upon Ride's discretion, may be excluded from the evaluation phase for any of the above terms not being met upon submission of bid(s).

Terms of The Contract

Vendors meeting 70 points out of the total 100 points will be placed on a State Master Price Agreement (MPA). Inclusion on the resulting MPA is no guarantee of income.

The contract(s) that result from this RFP will be a Fixed Unit Price contract for month-to-month service within the contract period with indefinite quantities and specific prices for installation. Districts and Libraries may request upgrades in bandwidth at any point during the contract year. Any additional cost will be assumed by the district or libraries unless otherwise specified and approved by RIDE.

Standard installation prices, if any, must be specified with your response. Vendors should be aware that vendor agreements provide for no installation charges. The E-Rate process does not have a mechanism to accept price ranges or Individual Case Basis (ICB) quotes, no ICB quotes will be considered. The Department makes no commitment to guarantee a minimum amount or duration of the service. All contracted services shall be provided as needed by the Department and for durations agreeable to the Department and noted in the contract. The Federal E-Rate program specifically excludes reimbursement for transport service termination charges. As a result, the Department will not accept any contracts that include termination liabilities.

Annual agreements are contingent upon adequate, continued funding from both the State RITEAF and Federal E-Rate programs. It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDE due to the failure of the vendor to comply with the terms of this agreement or E-Rate program rules, the vendor is liable to the State of Rhode Island for an amount equal to the full amount of the denied funding. The amount of the denied funding shall be payable upon demand of RIDE.

Service Offerings

The vendor must submit a complete technical service description for each service offered. Description must include:

- Service Specifications
- Network Architecture
- Offered speeds
- Network Interface(s)

- Detail of plans to service K-12 school districts and libraries

The Department wants the most efficient, seamless high-speed data network possible. Vendors should offer pricing for K-12 schools and libraries currently supported by the RITEAF funding (see Appendix B).

Vendors should also specify how their network service(s) will interface with the existing RIDE statewide network technologies that are primarily Ethernet-based and are aggregated at RIDE's internet access presence located at 235 Promenade Street, Providence, RI. All vendors must aggregate to this site and cannot submit a charge to RIDE to meet at this aggregation site. Vendors must identify any changes RIDE consortia members will need to make in their networks if the proposed solution is not Ethernet-based. If the vendor does not own facilities to provide service at any location, then they are encouraged to acquire the necessary facilities from another provider and interconnect all sites through the vendor's own infrastructure.

Please note: The Department is interested only in Data Transport Services. The Department will not purchase Internet or Value-Added Services (e.g. email/filtering Spam protection) under this agreement.

Network Availability and Repair Procedures

The vendor shall be responsible for maintaining, on an ongoing basis, all necessary traffic and routing information to keep its monthly end-to-end network availability at 99.7% for each installed circuit. The vendor shall conduct quarterly service meetings with the Department and make available to the authorized representative of the Department, any and all logs, records, maintenance reports, and other similar documentation which the authorized representative of the Department requests in order to investigate/validate outages.

In the event of a major network outage the vendor shall submit a written report to the authorized representative of the Department by the end of the next business day explaining the cause and remedy of the outage as well as any out-of-service credits due to the Department. The Department expects vendor Service Level Agreement's to provide credits for any service disruptions lasting more than four hours in duration during any calendar month.

The vendor shall be responsible for the coordination of all repair activities with other service providers such as the Local Exchange Carrier and Other Common Carrier, appropriate consortia partners and other vendors. The vendor shall have coordination procedures for installation and repair and provide written updates of these procedures to the authorized representative of the Department prior to implementation.

The Department prefers the vendor to provide a password protected problem-reporting system accessible via the Internet that authorized Department or school and library personnel may access to open trouble tickets 24 X 7 X 365 and use that system to track the ticket status and escalations. The vendor will be required to demonstrate the repair tracking database prior to any award from the Department. It shall be in a format acceptable to the Department and contain the following information:

1. Contact Name
2. Ticket Number
3. Circuit ID
4. Location
5. Date Opened
6. Time Opened
7. Date Closed
8. Time Closed
9. Duration
10. Trouble Type
11. Trouble Summary

The vendor must notify the authorized representative of the Department seven (7) calendar days in advance by email, for any planned service outages that may affect the Department's services provided by the vendor. This notice shall include at a minimum the reasons for the planned service outages, the scope of the planned services outages and the expected duration of the planned service outage. The vendor shall credit the Department for a full day's service charge for any location that has its service disrupted by a vendor's planned service outage that was not properly requested.

The vendor should provide a complete Network Availability Statistics and Repair Procedures for each service offered. Description must include:

- A. Current statistics of network performance:
 - Performance Guarantees and Remedies
 - Capabilities for proactive monitoring of alarms and outages Availability of performance statistics, perform testing, monitoring and reporting upon request of the Department.
- B. Complete trouble-reporting procedures:
 - Procedures must include proactive customer notification, response times and escalation procedures.

Circuit Tracking

Please describe what level of circuit tracking the vendor will provide to the Department. The vendor will be required to demonstrate the circuit tracking database prior to any award from the Department.

Ideally the Department would prefer a secure password-protected web-based database of circuit service records accessible via the Internet within thirty (30) calendar days of contract award. No record in the database shall be deleted for the life of the contract. The fields in the database shall be columns and the column headings and types of data to be entered are as follows:

- Community: (e.g. Barrington, Bristol-Warren, etc.)
- Site: (e.g. High School, Kickemuit Middle, etc.)
- Service Type: (e.g. Ethernet)
- Circuit ID: (e.g. 30LOXX123456)
- Bandwidth: (e.g. 100mpbs)
- Committed Information Rate/PVC: (e.g. 100mbps)
- Circuit Location Address: (e.g. 100 Main St., Bristol)
- Associated Circuit End Address: (if appropriate)
- End to End Circuit Mapping Information: (e.g. DLCI, VPI/VCI, Class of Service, Peak and Sustained rates, Etc.)
- Service Due Date: (e.g. 07/01/20)
- Termination Date: (e.g. 08/01/20 Termination date means the date the service is disconnected for billing purposes)
- Actual Install Date: (e.g. 07/01/20)
- Service Install Price: (if applicable)
- Monthly Charges: (e.g. \$500.00)
- Purchase Order Number: (e.g. RIDE0712)
- Billing/Account Number: (e.g. 4015031234)

The vendor shall make updates no later than the end of the next business day following service addition/deletion/change. The required report attesting to the bandwidth of each site should follow in this similar format.

If bandwidth discrepancies arise between the vendor and a site, RIDE will use the Certified Bandwidth Monthly Report to determine any possible credits owed to its account.

Billing and Reporting

The vendor should provide timely, clear and concise invoicing. **Please provide a sample of an invoice for each service in the proposal.**

The vendor shall invoice the Department at the actual contract price but indicate on the invoice or by other suitable means the E-Rate Discounted amount in a manner that clearly identifies the federal E-Rate subsidy and distinguishes it from any other credits that may apply.

The vendor must designate a person responsible to maintain the Department's account records, verify correct invoicing for each new install and each disconnect, explain invoices and correct any incorrect charges. An updated report of all the current bills, recent changes and any outstanding issues should be submitted to the Department on at least a monthly basis.

The vendor shall not bill for a new service installation or upgrade until said service is installed and accepted by the Department. There shall be no overlapping service costs, which is to say, service upgrade or downgrade charges should begin subsequent to, and not concurrently with terminated, or replaced, services. The vendor shall not charge a fee for service termination.

Any credits for cancelled or unfulfilled services must occur within the contract period to ensure accurate E-Rate reporting and reimbursement takes place.

The Department will not accept late payment charges. RIDE is exempt from all State and Federal taxes. The Department will not accept any taxes or additional charges to the pricing submitted by the vendor, including but not limited to a gross earnings tax. If the vendor feels there should be exceptions, please clearly explain them in a separate document.

The vendor shall prepare and submit to the authorized representative of the Department a closeout report due on the last day of the contract which includes any open issues and recommended solutions as well as a final inventory of all existing circuit/services and a listing of all terminated circuits in the same electronic format as the circuit database specified above. The vendor shall cooperate with any successor to the contract with information and records a successor may require.

E-Rate Reimbursement

The Department requires that the vendor comply with all the E-Rate rules and regulations. It is understood and agreed that in the event that less than full federal funding or other funding is received by RIDE due to the failure of the vendor to comply with the terms of this agreement or E-Rate program rules, the vendor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. The amount of the denied funding shall be payable upon demand of RIDE.

In addition, the Vendor must certify that they have been approved by the SLD to provide service for all services offered for the E-Rate Program. The vendor should consult www.usac.org for complete information and submit a written explanation of their certification qualifications.

The Department requests that the vendor provide invoices with the E-Rate discount already subtracted. In addition, the Department requires that the vendor seek reimbursement for the remaining charges directly from the Schools and Libraries Division (E-Rate) using the SLD's Service Provider Invoice Form (SPIF).

The time lag associated with the collection of RI Telecommunications Education Access Funds will inevitably result in late payments of invoices by the Department. In addition, persistent tardiness of E-Rate awards coupled with an extended SLD reimbursement process will delay payment of SLD percentage of the invoices, perhaps considerably. Awards to the Department

for services have typically been made by the SLD well into the program year, often requiring adjustments to the discount percentage shown in the application. With this in mind the RIDE will not accept late payment charges for E-Rate Eligible circuit invoices provided under this RFP. The Department is obliged to pay for all provided services in the event of an award denial that is not the fault of the vendor.

Non-Appropriation

Service awards made by the Department are a result of the RITEAF program, a legislative enactment that applies a surcharge on the land-based phone lines provided by Rhode Island's telecommunications vendors. The vendors awarded service contracts hereto understand that the Department is dependent upon receiving continued appropriations or budgeted funds from the RITEAF program to continue this contract throughout its intended term. Notwithstanding any other provisions to the contrary, the Department may terminate this contract at the end of any fiscal period, if subsequent to its having employed reasonable, good faith efforts to maintain adequate appropriations and/or budgeted funds for the full term of the contract, such necessary appropriations and funds are not made available.

In order to effectuate such termination, the Department must give thirty (30) days written notice to the vendor that the necessary funding has been denied. If the Department terminates the contract pursuant to this Section, unless the following would affect the validity of the contract, the Department will not purchase, lease, rent, seek appropriations for, or otherwise obtain another contract serving the same function as this contract for the fiscal period in which such termination occurs or the next succeeding fiscal period and such an obligation will survive termination of this contract. Within thirty (30) days following such termination, the parties shall meet and make available to each other all information and documentation necessary in order to determine the amount of fees due to the vendor. No penalties, interest or indirect or consequential costs or damages shall be owed or paid by the Department upon such termination.

Insurance

The vendor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of vendor action or inaction in the performance of the contract by the vendor, its agents, servants, employees or subcontractors. Proof of insurance covering the contract period must be provided before the bid is awarded.

The vendor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the Department, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death. Proof of insurance covering the contract period must be provided before the bid is awarded. The Department shall be made an additional insured under said policy upon an award to the vendor and shall provide

the Department with a certificate of insurance verifying that the state and RIDE are additional insured's under said policy.

Tariff Filings

The vendor agrees to file any necessary tariffs with the Federal Communications Commission and the RI Public Utilities Commission, as required by law, (collectively “the Tariffs”), which shall incorporate the rate-affecting terms and conditions contained in the contract documents, and which shall provide that the tariffs shall be construed in a manner that is consistent with the terms and conditions of this contract. In all cases, Department terms and conditions set forth in this RFP, including all appendices and the Contract take precedence over Tariff terms and conditions. The vendor agrees that it will not seek any future increase in the rates set forth in the Tariffs during the term(s) of the contract. Tariff rates shall be the same as those submitted in the vendor's Financial Proposal.

Cost Proposal / Terms of Payment

The contractor must complete the Cost Proposal Forms contained in Appendix B (attached). Cost proposals must include all service elements for all contract terms offered.

Vendors may copy Appendix B and also submit alternate cost proposals for pricing at the District level, rather than the individual school level. But pricing options must be uniform and cannot be based on a Vendor's preference of quantity.

Vendors cannot place artificial boundaries on sights as a method to restrict RIDE's options in choosing a vendor. For instance, a Vendor cannot propose pricing that sets pricing options should/if RIDE guarantees specific locations to the Vendor. Vendors proposed pricing must be applied uniformly regardless of expectations of services.

Vendors pricing must meet USAC's requirements for Lowest Corresponding Price:

<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

Please include a pricing template similar to the one offered below to demonstrate costs populated in your Appendix B, and if submitted; Appendix B Alternate Proposal:

Transport Cost Proposal:

Bandwidth (in mbps)	Monthly Recurring Cost
100 Mbps	\$
250 Mbps	\$
500 Mbps	\$
1 Gbps	\$
2 Gbps	\$
5 Gbps	\$
10 Gbps	\$

RIDE reserves the right to add, reallocate or delete locations from this list at any time. Do not submit pricing bids using any other file or format. RIDE reserves the right to disqualify a vendor should pricing bids not comply to stated request.

Vendors need to have flexibility in reallocating bandwidth between District (includes Charter Schools with multiple campuses) sites as needed. Reduction to District’s current bandwidth is not negotiable. All current bandwidth levels must be maintained or increased.

RIDE can use different metrics to allocate bandwidth as we choose. In the event of a school closing, the reallocation of that bandwidth will be made by RIDE.

Pre-Proposal Meeting

There shall be no pre-proposal meeting. All questions relative to the Scope of Work as well as any questions regarding RIDE procedures and proposal format are to be submitted in writing to the Division of Purchases in accordance with the date and time listed on the cover page of this solicitation.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

The technical proposal should be 10-20 pages in length, respond to each area of the required elements listed below. Supplemental information may be appended to the technical proposal. RIDE will evaluate vendor proposals based on weighted criteria composed of the following elements:

- **Ease of Adoption:** RIDE is seeking solutions that can easily interoperate with other vendor transport technologies that will not require consortia members to make extensive changes to their network configurations or their equipment.
- **Reliability:** RIDE prefers solutions that have the most resilient and redundant infrastructure. The network topologies that offer the highest guaranteed throughput and up-time will be favored.
- **Ease of Management:** RIDE wants network and billing management tools that ensure consortia members have an excellent view of network performance and ensure that RIDE's billing will be accurate and fully reimbursable by the Federal E-Rate.
- **Capability, Capacity and Qualifications of the Offeror:**
 - Vendor must have a proven track record of successfully provisioning (e.g., meeting installation deadlines) and maintaining large data networks.
 - Vendor must have a carrier-class network infrastructure, network operations center, billing system, ordering system, technical support staff and fleet of technicians/vehicles ready to support the network on a 7/24 basis.
 - Vendor must certify monthly, via a report, bandwidth speed and usage for all associated consortia members. Example of this report should be included.
 - Vendors must clearly describe their service offerings via a Service/Work Plan
 - Vendors must show an example of Circuit Tracking capabilities available for RIDE's monitoring.
 - Vendors need to document their ability to meet all of the "Specific Activities/Tasks" (see page 8).

B. Cost Proposal

Vendors must submit a cost proposal using Appendix B.

Vendors who do not submit a cost proposal using Appendix B will be disqualified.

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 35 (77.8%) out of a maximum of 45 points to advance to the cost evaluation phase. Any technical proposals scoring less than 35 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 35 points or higher will have the cost proposals evaluated and assigned up to a maximum of 55 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Ease of Adoption	10 Points
Reliability	10 Points
Ease of Management	10 Points
Capability, Capacity and Qualifications of the Offeror	15 Points
Total Possible Technical Points	45 Points

Cost proposal*	55 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example, if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example, if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate}) \\ & \times \text{Maximum ISBE participation points)} \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at doa.purquestions15@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP #7607815** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.ridop.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at [/documents/Forms/Misc Forms/13 RI Version of IRS W-9 Form.docx](#). *Do not include any copies in the Technical or Cost proposals.*

3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
4. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to 10 to 20 pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. Two (2) Electronic copies on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Four (4) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal reflecting the monthly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. Two (2) Electronic copy on a CD-R, marked “Cost Proposal - Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

1. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor’s name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of ‘1 of 3’ on first CD-R, ‘2 of 3’ on second CD-R, ‘3 of 3’ on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase’s inability to open or read a CD-R may be grounds for rejection of a Vendor’s proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it “non-responsive”. USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

2. Formatting of written documents and printed copies:
 - a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12-point Calibri or 12-point Times New Roman.
 - b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 - c. The cost proposal shall be typed using the formatting provided on the provided template (Appendix B)
 - d. Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked **RFP #7607815** to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State’s best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise				
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:					
Total Contract Value (\$):		Subcontract Value (\$):		ISBE Participation Rate (%):	
Anticipated Date of Performance:					

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date

M/W/Disability Business Enterprise Utilization Plan - RFPs - Rev. 5/24/2017