

E-RATE ELIGIBLE DATA SERVICES
FOR THE RHODE ISLAND DEPARTMENT OF EDUCATION
 Funding Year 2007-08

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SECTION 1- GENERAL INFORMATION

1.1 RFP Name and Issue Date

NAME: ERATE ELIGIBLE DATA SERVICES
FOR THE RHODE ISLAND DEPARTMENT OF EDUCATION

DATE ISSUED: October 26, 2006

MANDATORY: RETURN COMPLETED “INTENT TO RESPOND”
REGISTRATION FORM APPENDIX A ON OR BEFORE
November 10, 2006.

1.2 Pre-Bid Conference Information

DATE: November 13, 2006
TIME: 1:00 PM
LOCATION: Room 501, RI Department of Education, Shepard Building 5th
Floor, Providence RI, 02903

MANDATORY: NO

If you need any special accommodations due to a disability, please indicate on the “Intent to Respond” Registration Form described in Section 1.1.

1.3 Submission Deadline

An unbound original and three (3) bound copies of the proposal must be received by the Point of Contact, at the address listed in below, no later than 10:00 AM (local time) on December 5, 2006

All proposals must include an electronic version (diskette or CD) of the Written Proposal in MS Word format and an electronic version (diskette or CD) of the Financial Proposal in MS Excel format. Please ensure that the diskettes are labeled with the Date, RFP title and Vendor name and packaged with the original copies of the response.

Proposals received by the Point-of-Contact after the due date will not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals

will be opened publicly on Dec 5, 2006 at 1:00PM, at the RI Education Department of Education address.

1.4 Point Of Contact

The sole Point-of-Contact in the State for purposes of this RFP prior to the award of any contract is:

William J. Fiske
Coordinator of Technology
Department of Elementary and Secondary Education
Office of Instruction
255 Westminster St./Fifth Floor, Room 513
Providence, Rhode Island 02903
Telephone #: 401-222-8450
Fax #: 401-222-6033
E-mail: fiske@ride.ri.net

Questions must be submitted in writing (email, fax or mail) and must arrive at least 10 business days prior to the RFP Submission deadline. Questions received prior to the Pre-Bid conference will be addressed at the conference. Oral questions will be permitted at the Pre-Bid conference. All questions answered will be posted to the electronic list of those who have indicated by mail or Email registration their Intent to Respond. Vendor representatives shall not communicate with the state point of contact or any other bid reviewer with regard to any bid proposal until after the awards have been announced.

For your convenience and electronic copy of this solicitation is provided at www.ridoe.net/linerfp

Although it is the Vendors obligation to check our website www.ridoe.net/linerfp for amendments to the original solicitation, if you register your “intent to respond” by email with fiske@ride.ri.net you will be notified, by email, if any substantial changes are made to the solicitation. Failure to review amendments to the solicitation does not relieve the Vendor from complying with all terms of any such amendment.

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Point of Contact’s request with the Vendor's written agreement.

1.5 Oral Presentation

Vendors may be required to make oral presentations to the Department representatives. Significant representations made by a Vendor during the oral presentation must be reduced to writing. All such representations will become part of the Vendor's proposal and are binding if the contract is awarded.

Typically, oral presentations shall follow a specified format and will generally be limited to one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Point of Contact will issue a letter with details and instructions prior to the presentations, if required.

The presentation may include but not be limited to the following items in the Vendor's technical proposal.

- Description of how the proposed services will be provided
- Description of how the Vendor plans to meet the identified requirements in the RFP,
- Experience and capabilities
- Description of the organization
- Which organizational unit will provide the different services (Show on an organization chart)
- Description of how the Vendor plans to meet RFP reporting and data base requirements as well as the requirements related to the E-Rate program.
- Description of references and the scope of services to other clients by each reference

1.6 Corporate Overview and Financials

Vendors must provide a Corporate Overview including a narrative of their ability to provide the services required in this RFP and financial reports to demonstrate financial stability.

1.7 References

Vendors must provide 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

1.8 Access to Public Records Act Notice

Vendors shall clearly mark those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets. Vendors are advised that, upon request for information from a third party, the Department is required to make an independent determination whether the information can be disclosed.

1.9 Subcontractors

The selected Vendor(s) shall be responsible for all products and services offered in its proposal. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Vendor's proposals.

1.10 Incurred Expenses

The Department will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.11 Protests/Disputes

Any protest or dispute related respectively to this RFP or the resulting contract shall be subject to the provisions of Public Utilities Commission rulings relative to the enacting legislation that funds this program. 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 Commission'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
Attn.: Thomas F. Ahern, Administrator
Division of Public Utilities and Carriers
89 Jefferson Boulevard
Warwick, Rhode Island 02888

1.12 Mandatory Contractual Terms

By submitting an offer in response to this RFP, a Vendor, if selected for award, shall be deemed to have accepted the terms of this RFP and the contract, a signed checklist (Attachment B) must be attached to your proposal. **Any exceptions to this RFP or the Contract must be clearly identified in the Exceptions Portion of the checklist.** A proposal that takes exception to mandatory terms may be rejected.

SECTION 2 – SCOPE OF WORK

2.1 Purpose and Background

The Department of Education and the Library network operate a high-speed wide area network(s) through relationships with consortia serving each type of entity with equitable access to network services regardless of location for all school or library sites. It is comprised of a wide range of network circuits inter-connected to create an information network. The Department and the Libraries have a full range of applications that can benefit from the services specified in this RFP including LAN inter-networking, IP-based video-conferencing, and a variety of services that move across these networks.

The Rhode Island Department of Elementary and Secondary Education's (RIDE) Office of Instructional Technology of the State of Rhode Island, also referred to as "the Department", is issuing this Request for Proposal (RFP) to procure Digital Data Services from 56 Kbps to OC-12 speeds using a variety of network technologies which might include Frame Relay (FR), Asynchronous Transfer Mode (ATM), Ethernet or any substantially equivalent data transport services at data rates from 56kb/sec to 622mb/sec to support telecommunications 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 several vendors for over 600 circuits. The Department wishes to reconsider the current agreement potentially replacing the current Vendors and/or adding new Vendors and new technologies to the mix of services offered to its constituents. The total number of circuits by the end of FY2004 (June 30, 2004) is estimated at 600.

The intent of this solicitation is to establish a RIDE Qualified Vendor List with pre-negotiated pricing, terms and conditions that are in accordance with the RI Telecommunications Education Access Fund Rules and Regulations and Federal E-Rate Requirements. 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 February 1st), the Department will negotiate installation dates for specific circuits with these vendors. Inclusion on the RIDE Qualified Vendor List is no guarantee of income.

The Department or its authorized representatives must provide a 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 as approved by the Schools and Libraries Division (SLD or ERATE program). The vendor would apply for the ERATE reimbursement directly from the SLD using the Service provider Invoice Form (SPIF)(FCC 474) once the award has been made. See Section 2.10.

2.2 Contract Type

The contract that results from this RFP shall be a Fixed Unit Price contract for month-to-month service with indefinite quantities and specific prices for installation. Standard installation prices must be specified with your response. The E-Rate process does not have a mechanism to accept price ranges or Individual Case Basis (ICB) quotes. 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 the duration determined by the Department. 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. Vendors should be aware that the current vendor agreements provide for no installation charges, no minimum in service period per circuit and no termination penalties.

2.3 Contract Duration

The Department has adopted the spirit of the E-Rate program and the RI legislation to ensure that service agreements are competitive with current market conditions. In accordance with E-Rate guidelines the Department chooses to re-bid services every year. As a result, the term of this contract is for a period of one (1) year commencing on July 1, 2007 and terminating on June 30, 2008.

The Department, at its discretion, may keep lines in service beyond the end of the agreement term. The Vendor agrees to continue invoicing services under the terms of the original agreement.

2.4 Service Ordering/Termination Process and Purchase Orders

2.4.1 The Vendor shall receive purchase orders (POs) from the Department, or department-authorized entities (i.e. RINET or CLAN) representing the eligible schools and libraries. A PO from an authorized representative of the Department is the only means for the Vendor to provide or terminate services under the contract. In the event the Department deems it appropriate and necessary to change the process or list of authorized representatives the Department will notify all Vendors on the qualified Vendor list.

- 2.4.2 Within ten (10) business days after the receipt of a PO from an authorized representative of the Department, the Vendor shall respond by e-mail to the authorized representative of the Department with installation/termination due dates, locations, service types, circuit IDs, associated information (i.e. PVCs etc.) and customer account number for the requested services.
- 2.4.3 For any services at 2 Mb and below, the due date stated shall be no more than thirty (30) calendar days from the Vendor's receipt of the PO or the July 1 contract start date, whichever occurs later. For any service above 2MB and up to and including 50 Mb, the due date stated shall be no more than forty-five (45) calendar days from the Vendor's receipt of PO, or the contract start date, whichever occurs later. For any service above 50 Mb, the due date stated shall be no more than sixty (60) calendar days from the Vendor's receipt of the PO, or the contract start date, whichever occurs later. Should a due date at a specific location exceed these guidelines, the Department may cancel the circuit.
- 2.4.4 The Vendor shall complete installation/termination by the due date stated in the Vendor's e-mail. Failure to meet promised due dates will weigh unfavorably on future business opportunities for the Vendor. The Vendor should quantify its remedy (financial or otherwise) for a missed due date.
- 2.4.5 The Vendor shall agree to work through the Agency point-of-contact shown on the PO for scheduling all in-site activity. The Vendor's installation due date stated shall take under consideration that access to some government facilities may be limited to normal business hours.
- 2.4.6 The Vendor shall be responsible for any and all installation coordination necessary to provide facilities premise to premise. At all times, the Vendor shall retain responsibility for any subcontracted services.
- 2.4.7 Should the Vendor not provide the services within the stated due date, the Department reserves the right to cancel the PO without further obligation.
- 2.4.8 The authorized representative of the Department may delay or cancel the installation date without penalty for any service by notifying the Vendor at least fifteen (15) calendar days before the stated installation due date.

2.6 Service Offerings

The Vendor should provide a complete technical service description for each services offered. Description must include:

- Service Specifications
- Network Architecture
- Offered speeds
- Network Interface(s)
- Detail of any limitations

(e.g. Only available in certain areas)

The vendor should also specify how their network service(s) will interface with the existing RINET and CLAN network(s) and what, if any, changes the end users will need to make in their networks. Any costs to connect into the Core network must be presented in Attachment C.

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.

2.7 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 a 99.7% for each installed circuit. The Vendor shall 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. The requested information shall be submitted to the authorized representative of the Department by the end of the next business day.

The Vendor shall be responsible for the coordination of all repair activities with other service providers such as the LEC and OCC, 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. 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 shall notify the authorized representative of the Department fifteen (15) calendar days in advance by email, for any planned service outages that may affect the Department's services provided by the Vendors. 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 should provide a complete Network Availability Statistics and Repair Procedures for each service offered. Description must include:

Current Statistics of network performance

Performance Guarantees and Remedies

Describe your capabilities for proactive monitoring of alarms and outages

Availability of performance statistics, perform testing, monitoring and reporting upon request of the Department.

Complete trouble reporting procedures

Including proactive customer notification, response times and escalation procedures.

The Vendor should quantify its remedy (financial or otherwise) for a service outage.

2.8 Circuit Tracking

Please describe what level of circuit tracking the Vendor will provide to the Department.

Ideally the Department would prefer a secure password-protected database of circuit service records accessible via the Internet within thirty (30) calendar days of contract award. The database shall permit up to fifty (50) simultaneous designated users to search and perform sorts by any field and be in a format acceptable to the Department. 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. ATM, FR, Frasi, XXXXX)
- Circuit ID: (e.g. 38ASST123456CM)
- Bandwidth: (e.g. DS-3)
- Committed Information Rate/PVC: (e.g. 768, 10MBP/S, etc.)
- Circuit Start Address: (Main St., Bristol, basement)
- Associated Circuit End Address: (255 Westminster St., Providence RI 02903, 3rd Floor)
- End to End Circuit Mapping Information
e.g. DLCI, VPI/VCI

Class of Service
Peak and Sustained rates
Etc.

- Service Due Date: (e.g. 08/28/03)
- Termination Date: (e.g. 05/01/02) Termination date means the date the service is disconnected for billing purposes
- Actual Install Date: (e.g. 08/26/03)
- Service Install Price: (e.g. \$459.34)
- Monthly Charges: (e.g. \$300.00)
- Purchase Order Number: (e.g. RIDE0104)
- Billing/Account Number: (e.g. 00000XYZ001)

The Vendor shall make updates no later than the end of the next business day following service addition/deletion/change.

2.9 Billing and Reporting

The Vendor should provide timely, clear and concise invoicing. Please provide a sample of an invoice for each service.

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. See also, Section 2.10, E-Rate Reimbursement.

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 charge a fee for service termination and will cease charging the associated monthly fee for the termination month on a pro-rata basis no later than five (5) business days after notification to terminate a circuit/service. Any credits for cancelled or unfulfilled services must occur within the contract period to ensure accurate E-Rate reporting and reimbursement takes place.

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 in Section 2.8. The Vendor shall cooperate with any successor to the contract with information and records a successor would require.

2.10 E-Rate Reimbursement

The Department requires that the Vendor comply with all the E-Rate rules and regulations. In addition, the Vendor must certify that they have been approved by the SLD to provide Service all services offered for the E-Rate Program. The vendor should consult www.sl.universalservice.org for complete information.

The Department requests that the vendor provide invoices with the E-Rate discount already subtracted. In addition, the Department prefers 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). Please describe any variance from this desired procedure in your response.

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 fees** for E-Rate Eligible circuit invoices provided under this RFP.

2.11 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 with the bid.

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 with the bid.

2.12 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. 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.

SECTION 3– EVALUATION CRITERIA AND SELECTION PROCEDURE

3.1 Evaluation Criteria

Evaluations will be based on the criteria set forth below. A contract and listing on the qualified Vendor list resulting from this RFP will be awarded to those Vendors that meet the mandatory qualifications and provide value to the Department.

The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, sex, age national origin, handicap or political belief in acceptance of services or employment in its programs or activities.

3.2 Evaluation Matrix

| Criteria | Weight |
|-----------------------------|---------------|
| Meets Mandatory Requirement | Mandatory |
| Pricing | 40% |
| Technical Merit | 30% |
| Vendor Qualifications | 30% |
| TOTAL | 100% |

Note: For the purposes of evaluation, one-time charges (e.g. installation charges) will be pro-rated over the average circuit in-service period determined by the Department. In as much as these agreements are expected to be posted and reconsidered annually, installation or other one-time charges will be pro-rated over the one-year contract period.

3.3 Selection Procedures

Selection Process Sequence

- The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the Departments' requirements and the Vendor's ability to perform, and to facilitate arrival at contract terms that will be most advantageous to the Department.
- Vendors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Vendor's proposal.

- The Point of Contact will publish a “Qualified Vendor list”. Qualified Vendors will be explicitly notified. The list will be posted at www.ridoe.ri.net/linerfp at least 30 days prior to the E-Rate Form 471 filing deadline.
- The Department will require each Qualified Vendors to provide pricing and commit to installation dates for a specific list of circuits provided to each Vendor.
- The final award of services will be publicly announced with notice to all qualified vendors.

The Point of Contact will re-bid data service annually in accordance with the Federal E-Rate rules and regulations and may add or delete Vendors at that time. A listed Vendor may offer lower pricing on approved services at any time. A listed Vendor may present new service offerings to the point of contact during a valid term. The Point of Contact may choose to add these new services to the approved list during a valid term.

ATTACHMENTS

ATTACHMENT A – Intent to Respond Registration Form

ATTACHMENT B – Vendor Checklist Certification

ATTACHMENT C – Vendor Pricing Template

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