

WASHINGTON COUNTY SCHOOL DISTRICT

WIRELESS ACCESS POINTS

INVITATION FOR COMPETITIVE BID

January 30, 2022

SECTION I – SCHEDULE OF EVENTS

EVENT	DATE
FCC Form 470 Posted/RFP Released	January 30, 2023
Questions from Bidders Due (in writing)	February 10, 2023
Addendum(s) Posted in EPC	February 11, 2023
Bid Due Date	March 1, 2023 12:00 noon
District Board Meeting	TBD
Contract/Service Start Date	July 1, 2023

SECTION 2 – REQUEST FOR CLARIFICATION

From the time of receipt of this IFCB until the awarding of the contracts, bidders are hereby auctioned to limit any communications with the District to the email addresses named below. Any attempt to circumvent the IFCB process by contacting personnel at this institution could result in the disqualification of the bidder.

All questions regarding this Invitation for Competitive Bid (IFCB) should be submitted in writing to Michael Powell at Michael.Powell@washington.k12.ga.us by **February 10, 2023 at 3:00 pm EST.**

Any addendum(s) including Q&A documents will be uploaded to the portal on **February 11, 2023.**

SECTION 3 – SUBMISSION INSTRUCTIONS

Bids should be prepared simply and economically, providing a straightforward, concise description of the service provider’s capabilities to satisfy the requirement of the IFCB. Emphasis should be on completeness and clarity of content.

The following Appendices must be included in the proposal.

- a. Completed Statement of Eligibility and Compliance
- b. Completed Contractor Affidavit
- c. Certificate of Eligibility
- d. Client References (optional: insurance cert, bank refs, vendor refs)

Pricing information must be included with a proposal as a separate Excel file. It must be at the line item level and include the headers exactly as detailed below. All fees for additional sites or disconnections should be included. Additional columns may be added following the last of the required columns.

It is expected that all the proposed solutions will require additional charges, including but not limited to, Georgia USF, Federal Universal Service Charges, and other eligible taxes. In the Cost Proposal, the vendor is required to indicate whether their proposed pricing includes all estimated taxes and fees. If the cost provided by the vendor does not include the estimated taxes and fees, the vendor must provide the expected percentage for these additional charges.

Bidders should submit responses via email to Dr. Michael Powell at Michael.Powell@washington.k12.ga.us. Bids are due on **March 1, 2023 12:00 noon**. Any bids received after this date and time will be rejected and not considered in the evaluation process.

Discussions may be conducted with responsive bidders who submit bid for the purpose of clarification to assure full understanding of the requirements of the IFCB. All bidders, whose bids in the District’s sole judgement needing clarification, shall be accorded such an opportunity.

SECTION 4 – RIGHT TO REJECT ANY AND ALL QUOTES

The District reserves the right to reject any or all bids submittals and to waive any informalities or regularities. The Service Provider’s submission is recognition of this right.

In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E- rate approval.

SECTION 5 – TRADE NAMES AND ALTERNATIVES

Proposals are requested on products that are the functional equivalent or comparable to the brands or items listed in this document. References to brand names, trade names, model numbers, or other descriptions are made to establish an approximate level of quality and functional capabilities and are not intended to exclude other products of similar capabilities. Specific names of products listed in this document are intended to convey the type of equipment sought. Bidders should submit current equipment specification sheets from the manufacturer of all hardware included as a part of a proposal. The District reserves the right to be the sole determiner of functional equivalency and to select the proposal it believes to be in its best interest.

SECTION 6 – EVALUATION CRITERIA

It is the intent of the District to award a Contract to the most cost-effective provider based on the Evaluation Criteria below. Per FCC guidelines, cost will carry the greatest weight but other factors important to the District will be considered.

FACTOR	POINTS
Cost of E-rate Eligible Goods and Services	40
Cost of E-rate Ineligible Goods and Services	0
Scope of Work and Specification Compliance <ul style="list-style-type: none"> - Proposal meets or exceeds all technical requirements - Compatibility with existing systems 	30

- Ease of interoperability with existing systems	
Prior Experience	20
Completeness of Response	10
Total Possible Points	100

SECTION 7 - CONTRACTOR EMPLOYEES ON SCHOOL DISTRICT PROPERTY

All Contractor employees, agents and subcontractors working on the District property must wear ID, preferably a photo ID, and be neat and clean in appearance, and must comply with all of the policies and procedures related to on-campus work that are in effect at the school or administrative site, as the case may be.

Contractor shall provide and institute necessary security measures to prevent unauthorized access to any and all computer networks and Proprietary Information, trade secrets or Student Information of the District by any of its employees or agents, and Contractor shall be liable and responsible to the District for any and all security breaches by its employees or agents.

SECTION 8 - CONTRACTOR NON-PERFORMANCE

In the event of a breach by Contractor, the District shall send to Contractor a written Notice of Default executed by one of its Officers by either hand delivery, telefax or by U.S. Certified Mail; except that in the event of an emergency affecting the safety of persons or property, the District may proceed as below without notice. Should Contractor fail to cure such default within three (3) days from receipt of the Notice of Default, then the District, may, without prejudice to any other rights or remedies the District may have under law, pursue any or all of the following remedies:

- 1) Supply such number of workers and quantity of materials, equipment and other facilities as the District deems necessary for the completion of the Contractor's obligations, or any part thereof which Contractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to Contractor, who shall be liable for the payment of same including reasonable overhead and profit; or
- 2) Contract with one or more additional contractors to perform such part of the Contractor's obligations as the District shall determine will provide the most expeditious completion of said obligations and charge the cost thereof to Contractor, who shall be liable for the payment of same, including reasonable overhead and profit; or
- 3) Withhold payment of any monies due Contractor pending corrective action to the extent required by and to the satisfaction of the District; or
- 4) Terminate this Agreement, in which event all costs incurred by the District in so performing the remainder of the Contractor's obligations, including reasonable overhead and profit, shall be deducted from any remaining amounts due or to become due to Contractor. In addition to other damages that may be incurred by the District, Contractor shall be liable for the payment of any reasonable amount by which such expense may exceed the unpaid balance of the Contract price. The failure of the District to exercise any of its rights hereunder shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach

SECTION 9 – TERM OF CONTRACT

The requested term of the contract is one (1) year with a minimum of one (1) voluntary one-year extensions. The start date will be July 1, 2023 and initial end date will be June 30, 2026.

SECTION 10 – PROJECT SPECIFICATIONS

Washington County Schools District (WCSD) is soliciting qualified firms to provide a drop ship solution for 52 Wireless Access Points. **Proposals are to include hardware costs, any associated software costs.** Dr. Michael Powell, Director of Technology for Washington County City Schools, is the Project Specifications Contact; Michael.Powell@washington.k12.ga.us

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

Hardware:

- Fifty (50) indoor wireless access points – Aruba 515 or equivalent
- Two (2) outdoor wireless access points – Aruba AP565 (omnidirectional AP)
- Two (2) controllers capable of high availability; virtual controllers are preferred
- All hardware should support the latest Wi-Fi standards

Software:

- Module or software allowing for analytics to be performed

Warranty and Support:

- Minimum 5-year hardware warranty on access points and controllers (if physical)
- Minimum 5-year software/firmware support

ADDITIONAL PROPOSAL REQUIREMENTS:

A demo unit of the access point proposed is required for bid to be considered. Demo unit must arrive prior to bid submission deadline. If demo unit is coming straight from the manufacturer, please have them identify you as the bidder they are sending on behalf of. If demo unit is to be returned,

- WCSD makes no guarantee that demo unit will be operational upon its return,
- Bidder must pay for return shipping costs or pick up.

Cost breakdowns should be recorded in Appendix B. Appendix B should be placed immediately following cover page of proposal. Failure to do so may result in proposal being disqualified.

Please do not include multiple products/solutions in the same proposal. If proposing more than one product/solution, each product/solution must be submitted as its own individual packet. Failure to do so may result in proposal being disqualified.

INCLUDE IN TOTAL PROPOSAL:

1. All of the items found in the scope of work and specifications as stated.
2. Additional Options (Itemized):

3. Appendix A: Statement of Eligibility and Compliance
4. Appendix B: Contractor Affidavit
5. Appendix C: Certificate of Eligibility
6. References from similar sized educational institutions. Refer to Appendix D
7. Supplemental E-Rate Terms and Conditions
8. Proposal summary sheet.
9. ANY EXCEPTIONS TO WORK SPECIFICATIONS

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

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

Appendix A

STATEMENT OF ELIGIBILITY AND COMPLIANCE

I certify that I have read and understand the terms and conditions herein. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP response, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the RFP and certify that I am authorized to sign this bid for the Service Provider.

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE _____

SIGNATURE _____

**Appendix B
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Washington County Schools has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

(Federal Work Authorization User Identification Number)

(Date of Authorization)

(Organization Name)

I hereby declare under penalty of perjury that the forgoing is true and correct. Executed on _____, **2023** in _____ (city), and _____ (state).

Signature of Authorized Officer or Agent

Name(s) and Title(s) of Authorized Representative(s)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

Appendix C
CERTIFICATE OF ELGIBILITY
(Certificate Regarding Debarment, Suspension, Ineligibility)

The Washington County School District is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the bid, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

**Appendix D
REFERENCES**

References should be for client school districts or else clients with similar requirements and service levels.

1. School or Company Name _____

Description of Service(s) _____

Service Start Date _____

Contact Person _____

Contact Phone _____

Contact Email _____

2. School or Company Name _____

Description of Service(s) _____

Service Start Date _____

Contact Person _____

Contact Phone _____

Contact Email _____

3. School or Company Name _____

Description of Service(s) _____

Service Start Date _____

Contact Person _____

Contact Phone _____

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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

1) E-RATE CONTINGENCY

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

2) SERVICE PROVIDER REQUIREMENTS

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

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract

termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of

the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year.


Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

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

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

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


The complete text can be found at the following URL:

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

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) **INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) **FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full

access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

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

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

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____