

E-rate RFP 2016-2017

Issuing Officer and Technical Contact for Questions and Information

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Prospective vendors must direct and confine all inquiries and communications concerning this procurement to the Issuing Officer and correspondence should be made via e-mail. Although there is no due date for questions, the District encourages prospective Vendors to submit any questions they may have as soon as possible. Questions should include "E-rate Core Switch" in the subject line to ensure that the issuing officer identifies the email as relating to this procurement.

The District reserves the right to ask clarifying questions of Vendors and to request best and final offers upon review of initial proposals. The price of E-rate eligible services will be most heavily weighted in the review of proposals.

The District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions. Vendors must ensure that their cost proposals specifically include all applicable taxes, fees and surcharges from which the District is not exempt or that is imposed or assessed by Vendor.

All billing/invoicing shall be in accordance with rates quoted herein. **West Middlesex Area School District shall not be subject to charges not detailed or quoted herein.** Billing documents should be available in paper and/or electronic format. Please identify any extra charges for billing media options.

E-RATE REQUIREMENTS

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-rate program and be willing to include such requirements in the Vendor's contract:

Vendor must agree to submit to the SLD a completed Form 473 prior to July 1 of each calendar year. This form is available on the SLD's website at www.usac.org/sl in the Forms section.

DISCOUNTED BILLS

Should the District so choose, Vendor must agree to provide discounted bills to District which reflects the net charges due to the District after E-rate discounts have been reflected (also known as the "non-discount" amount). The Vendor will then invoice USAC using the Form 474SPI form for the E-rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District

shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the nonpayment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC

Vendor must separately itemize the cost of E-rate eligible and ineligible products and/or services on all invoices. To determine what items are eligible, vendor must contact the equipment manufacturer or contact USAC at 888-203-8100.

If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an adverse impact on the District's ability to continue to receive the benefit of E-rate funding, Vendor must notify the District within 30 calendar days of learning of such investigation. The District reserves the right to cancel the agreement without penalty if the investigation impedes the District's ability in any way to receive the benefit of E-rate funding, subject to any investigation of wrongdoing

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.

In addition to the foregoing, Vendor must maintain and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's Form 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- When E-rate eligible services or equipment are allocated or installed in multiple buildings, support for the allocation consistent with the amount and buildings identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner.
- Ensuring that USAC forms are filled out completely, accurately and on time.
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion.

CONDITIONS, CONTRACT AND BILLING

The District reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;

- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
- Increase or decrease the quantities of equipment at the same price listed in the successful contract; or entirely omit an item or group of items to be purchased to reflect actual District needs at the time that orders are placed. Such additional quantities will be purchased at the price indicated on the contract. Such modifications are expressly anticipated and included within the scope of this RFP.

District intends to award a single contract for all equipment/services in Appendix A; however the District reserves the right to award a contract for any or all parts of the RFP to one or more service providers.

Appendix A

Description: High School Core Switch

Please provide bid for two Dell core switches or equivalent manufacturer, accessories and support services with the following minimum specifications:

- A. 2xDell Networking S4048-ON, 48x 10GbE SFP+ and 6x 40GbE QSFP+ ports, IO to PSU air, 1x AC PSUs, DNOS9 (210-ADUW)**
- B. 2xProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (997-6174)**
- C. 2xProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (997-6179)**
- D. 2xProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Years (997-6186)**
- E. 2xDell Hardware Limited Warranty Extended Year(s) (997-6304)**
- F. 2xDell Hardware Limited Warranty Initial Year (997-6305)**
- G. 2xInfo 3rd Party Software Warranty provided by Vendor (997-6306)**
- H. 2xUS Order (332-1286)**
- I. 2xOn-Site Installation Declined (900-9997)**
- J. 2xDeployment Consulting 1 Yr 1 Case Remote Consulting Service (996-3179)**
- K. 2xDell Networking S4048-ON User Guide (634-BCWX)**
- L. 2xPower Supply, AC, 460w, IO to PSU airflow, S4048-ON (450-AAQB)**
- M. 4xDell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US (450-AASX)**
- N. 2xDell Networking, Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach Cable, 1 Meter (470-AAFE)**
- O. 2xDell Networking OS9, S4048-ON (634-BCWZ)**
- P. 4xDell Networking, Transceiver, SFP, 1000BASE-T (407-BBTT)**
- Q. 8xDell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF)**
- R. 10xDell Networking, Transceiver, SFP, 1000BASE-SX, 850nm Wavelength, 550m Reach (407-BBDB)**
- S. 2xDell Networking OS9, S4048-ON (634-BCWZ)**