
FRIENDSHIP PUBLIC CHARTER SCHOOL
REQUEST FOR PROPOSALS FOR
RFP —High Speed Wan, Internet Service, Sip & Telephone

Friendship is soliciting proposals and qualification statements from parties having specific interests and qualifications in the areas identified in this solicitation. A selection committee will review and evaluate all qualification statements and proposals and may request that the bidders make oral presentations and/or provide additional information. The selection committee will rely on the qualification statements and information provided. Oral presentations may be requested by FPCS. Therefore, bidders should emphasize specific information considered pertinent to this solicitation and submit all information requested.

Submit completed response to this RFP by submitting (2 copies, 1 original (1) Electronic copy emailed to: procurementinquiry@friendshipschools.org). A sealed qualification statement addressing the specific proposal requirements as requested in this RFP must be sent in an envelope clearly marked “**RFP —High Speed Wan, Internet Service, Sip & Telephone**” to

Procurement Inquiry

Friendship Public Charter School (FPCS)
1400 First Street NW, Suite 300
Washington, DC., 20001

By no later than 4pm. Tuesday, March 5th, 2019

You must sign below in INK; failure to sign WILL disqualify the proposal.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____

Email: _____

Print Name: _____ Signature: _____

Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of this Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.

Friendship Public Charter School Inc. (“Friendship”) reserves the right to reject any and all qualification statements, to cancel this solicitation, and to waive any informalities or irregularities in procedure.

Table of Contents-Required Format of the REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposal (RFP) package. Proposers are asked to review the package to be sure that all applicable parts are included. It is the Proposers responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

1. **Cover Sheet:** Your company name, address, and your signature (IN INK) should appear on this page
2. **Table of Contents:** Identifies the order in which the information appears in the document.
3. **General Requirements:** You should be familiar with all of the General Requirements.
4. **Special Requirements/Instructions:** This section provides information you must know in order to make a complete and proper proposal.
5. **Specifications:** This section contains the detailed description of the products/services sought by Friendship Public Charter School.
6. **Attachments**
 - a. Proposal Requirement
 - b. Insurance Coverage Requirements
 - c. Financial Statements
 - d. Proposed Exceptions, Alterations, Additions, or Modifications to RFP (if any)

GENERAL REQUIREMENTS

ACCESS TO RECORD: Proposer may be required to allow duly authorized representatives of FPCS access to contracts, books, documents, and records necessary to verify the nature, extent, and cost of services provided by the Proposer.

AWARD: FPCS reserves the right to reject any and all proposals, and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of FPCS and waive any and all minor irregularities in any proposal(s). FPCS further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended RFP if such action is deemed in the best interest of FPCS.

OFFER COMPLETION

Completed proposal must be sent to **Procurement Inquiry 1400 First Street, NW, Suite 300, Washington DC 20001**. An authorized company representative should sign the Cover Sheet. Completion of these forms is intended to verify that the proposer has submitted the proposal, is familiar with its contents, and has submitted the material in accordance with all requirements.

The submission of a response shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

All terms, conditions, specifications, stipulations and supplier requirements stated in the RFP, any attached Appendices to the RFP, and any and all Addenda issued shall become part of the contract entered into between FPCS and the Proposer.

OFFER RETURNS

Proposers must return completed proposals by date stated above. Late proposals will not be accepted. It is the responsibility of the responding Proposer to assure that the response is received prior to the date/time indicated on the Cover Page of this package.

CONTRACT RENEWALS

Renewals may be made **ONLY** by written agreement between FPCS and the Proposer. Any price escalations are limited to those stated by the Proposer in the original proposal.

DISQUALIFICATION OF PROPOSER

Upon signing this offer document, a Proposer certifies that the proposal has not violated the antitrust laws of this state, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if FPCS believes that collusion exists among the proposers. Proposals in which the prices are obviously unbalanced may be rejected.

EVALUATION

In evaluating the proposals submitted, FPCS will apply the “Best Value” process in selecting the Proposer to be awarded a contract for this project. **Purchase price is not the only criteria that will be used in the evaluation process.** The selection process will include, but not be limited to, the following considerations:

1. The purchase price.
2. The Proposer’s overall experience, reputation, expertise, stability and financial responsibility.
3. The extent to which the goods and/or services meet FPCS needs.
4. The Proposer’s past relationship with FPCS.
5. The total long-term cost to FPCS to acquire the Proposer’s goods or services.
6. Any other relevant factor(s) specifically listed in the request for proposals.

All proposals must be valid for a minimum period of one hundred-twenty (120) days from the due date of this RFP. Proposers shall furnish in a timely manner to FPCS such additional information as FPCS may reasonably require.

FPCS reserves the right to contact references from the Proposer’s client list, or any other persons considered relevant by FPCS.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Contract prices and terms are to remain firm through project completion. The Proposer shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, the interpretation of FPCS shall govern consistent with the laws of the District of Columbia.

Wherever the term “Proposer” is used throughout the RFP, it includes the Proposer’s agents, employees, directors and/or assignees even if not specifically delineated.

HOLD HARMLESS AGREEMENT

The successful Proposer(s), its agents, employees (paid or volunteer), directors and/or assigns shall indemnify, hold harmless, and defend FPCS, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the Proposer and its agents, employees(paid or volunteer), directors and/or assigns in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting there from. Such indemnification shall also include reasonable attorneys’ fees, court costs, and expenses.

INSPECTIONS

FPCS reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of FPCS. If a Proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, FPCS can reject the proposal as inadequate.

TESTING

FPCS reserves the right to test equipment, supplies, materials and goods proposed for quality, compliance with specifications and ability to meet the needs of FPCS. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

INVOICES AND PAYMENTS

The Proposer who is awarded the contract is required to send all invoices to FPCS’s reference point of contact, invoices@friendshipschools.coupahost.com and/or **Accounts Payable 1400 First Street, NW Suite 300, Washington DC 20001**. Invoices shall be provided to FPCS in a timely manner. The Proposer who is awarded the contract is required to invoice FPCS within 30 days of providing goods and/or services to FPCS.

In the event FPCS is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, FPCS may be required to perform substantial research which could result in delay of payment. FPCS will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of the contract or as agreed to in terms of time frame and/or method of determining price escalations, if any by Proposer. All prices and methods of determining prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data in the returned offer package. Literature, brochures, data sheets, specification information, completed forms requested as part of the offer package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

FPCS is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, FPCS will not be responsible for payment of the taxes. The Proposer awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to FPCS.

TERM CONTRACTS

Any contract which results from this RFP shall run for three-year period with an exclusive option by FPCS to renew on an annual basis, up to 4 years. There is to be an additional 90-day transitional period added to the end of the contractual agreement which may be exercised at the option of FPCS. The contractual prices, terms and conditions are to remain in force during the transitional period.

The successful Proposer, as determined by FPCS, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No Proposer shall obtain any interest or right in any award until FPCS has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.

The successful Proposer may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from the FPCS.

QUANTITY

There is no guaranteed amount of business, expressed or implied, to be purchased or, contracted for by FPCS in the initial maximum 1year contract term or in subsequent renewals which may or may not be negotiated and agreed to by FPCS with any proposer(s). However, the Proposer(s) awarded the contract shall furnish all required goods and/or services to FPCS at the stated price, when and if required.

CONTRACT TYPE

The preferred contract type to be awarded is a fixed fee contract. However, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer is encouraged to offer that better pricing option as an alternative in its submitted proposal. FPCS will consider that type of contract as it compares with other recommended contract options. The contract type providing the best value, over the longest period of time is what FPCS seeks. Proposers are required to provide FPCS with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

TERMINATION

FPCS reserves the right to terminate the contract without cause with 60 days prior written notice for convenience and with 30 days prior written notice for cause, if Proposer breaches any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which FPCS may have in law or equity. Cause may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to FPCS's satisfaction and/or to meet all other obligations and requirements.

If the Proposer breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, FPCS will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate any contract with 30 days prior written notice to the Proposer.

FPCS will then be relieved of all obligations, except to pay the reasonable value of the supplier's prior performance (at a cost not exceeding the contract rate). The Proposer will be liable to FPCS for all costs exceeding the contract price that FPCS incurs in completing or procuring the service as described in the proposal. FPCS's right to require strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

TRANSITION

Once an executed contract with the Proposer terminates for any reason, FPCS reserves the right to have a period of time to transition the contracted goods and/or services provided to FPCS by the Proposer to a new provider. During this transition period, FPCS will pay for these goods and/or services to the provider at the negotiated rate(s) in existence at that time. FPCS further reserves the right to establish the length of the transition period and communicate this transition time period to the provider; however, such transition period shall not exceed 180 days.

FUNDING OUT OPTION

Any contract resulting from this RFP is contingent upon the continued availability of budget appropriations and is subject to cancellation, without penalty to FPCS, either in whole or in part, if funds are not appropriated by the FPCS Board of Directors, or otherwise not made available to FPCS. All outstanding invoices will be paid upon cancellation.

WARRANTIES

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Proposers may not limit or exclude any implied warranties.

ASSOCIATION

Proposers may not use the FPCS official logo(s), or any phrase associated with FPCS, without the written permission from FPCS.

EXCEPTIONS, ALTERATIONS, ADDITIONS and MODIFICATIONS

If any exceptions, alterations, additions, or modifications are submitted by Proposer to any portion of this RFP, the Proposer must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the proposer of the RFP as proposed by FPCS. FPCS reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

PROPOSAL PREPARATION COSTS

All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit FPCS, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate FPCS to award a contract or purchase any goods and services stated in the RFP.

RETENTION OF PROPOSAL DOCUMENTATION

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of FPCS.

MODIFICATION/WITHDRAWAL OF PROPOSAL

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, by facsimile written transmission, or in person before the response date.

OPTIONAL USE OF CONTRACT

"Unless specifically prohibited by the Respondent in their bid response, the following entities whether inside or outside the state of DC shall have the option to order from the contract. The Purchasing Agent of those agencies listed below who opt to use the Contract shall issue their own Contract Awards/Purchase Orders and provide the Contractor with pertinent delivery and invoicing instructions."

- State Offices and Agencies
- County Governments
- County Public Schools
- Municipal Governments within the Counties
- State and Community Colleges
- Private and Parochial Schools
- Washington Metropolitan Council of Government

SPECIAL REQUIREMENTS/INSTRUCTIONS

EVALUATION AND AWARD

This RFP in no manner obligates FPCS to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of FPCS and may be terminated at any time prior to the signing of the contract. FPCS may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful Proposer(s).

If FPCS is unable to agree to contract terms, FPCS reserves the right to terminate contract negotiations with a Proposer and initiate negotiations with another Proposer. FPCS reserves the right to select services and products from any number of Proposers if in its sole discretion it is in the best interest of FPCS to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of FPCS and such evaluation and determination of best value shall be solely at the discretion of FPCS.

Purchase price is not the only criteria that will be used in the evaluation process.

Submission of a proposal implies the Proposer's acceptance of the evaluation criteria and all other terms and conditions as set forth in this RFP as well as the Proposer's recognition that subjective judgments can and will be made by those individuals evaluating proposals.

FPCS Reserves The Right To Award The Contract To One Proposer/Contractor, Or More Than One Proposer/Contractor In Its Sole Discretion.

NON-PERFORMANCE BY PROPOSER/CONTRACTOR

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by FPCS on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required operating performance standards in the time period required and consistent with workmanlike manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective.";
3. Failure to keep and maintain all required insurance coverage;
4. Failure to cure deficiencies within a reasonable amount of time as stated herein.

INSURANCE

All proposers must provide evidence of insurance or insurability.

CONFLICT OF INTREST

The prospective proposer, its agents, employees, directors and/or assigns, shall disclose any financial, business or other relationship with FPCS that may have an impact upon the outcome of this contract or potential future of the FPCS projects resulting from this effort. The prospective proposer, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or FPCS projects that will follow. In particular, the prospective proposer its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with any company that might submit a bid on the FPCS projects. **If applicable, please complete Attachment E.**

NON DISCRIMINATION

The selected proposer shall comply, and shall require its agents, employees, directors and/or assigns to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis.

RFP SPECIFICATIONS – HIGH SPEED WAN & INTERNET SERVICE

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1.0 General Requirements

Objectives

The objective of this Request for Proposal (RFP) is to contract for a dedicated high-speed connection to the Internet and Telephone.

Contracts will be negotiated for a term of no less than one year with options to renew for up to five intervals of one year.

Background

Friendship Public Charter Schools is the public charter school system serving the Washington, DC. There are currently seven schools and one administrative facility educating 4,300 students. The District currently employs approximately 700 full-time, permanent employees. The Friendship Public Charter Schools recognizes that technology is crucial to the success of the students and staff. The District's network and telecommunications solutions are being designed to support the enrichment of its teaching and learning environment, and the school system's administrative requirements.

Communication

Refer to the information above:

Submission

Refer to the information above:

Timetable

Event	Date
RFP release date	January 18th, 2019
Optional site visits	January 23 th & 24 th , 2019
*Written questions from proposers due	January 28th, 2019
Response to written questions to Form 470	February 1st, 2019
Proposals due	March 5th, 2019
Vendor Presentations	March 7th & 8th, 2019
Evaluation complete	March 14th, 2019
Recommendation for award	March 18th, 2019
Anticipated commencement of contract	July 1 st , 2019

*Send all questions to procurementinquiry@friendshipschools.org

E-Rate

The Federal Communications Commission (FCC) adopted rules on May 7, 1997, implementing section 254 of the Telecommunications Act of 1996 that provides telecommunication discounts for K-12 schools and public libraries. The rules were incorporated into the FCC's Universal Service Regulations, CFR Title 47, Chapter 254. Regulations ensure that all eligible schools and libraries have affordable access to modem telecommunication services, internal connection, and the Internet. This Universal Service discount program is popularly known as the "E-rate." in the school and library communities. See <http://www.usac.org/sl> for more information about the program.

Under the Universal Service program, Friendship schools are eligible for 90% discounts on Internet services, and 85% internal network infrastructure and on the maintenance of all E-rate eligible items. To be eligible, the District must use a competitive process for obtaining the goods and services. In addition, the District must follow procedures required by the Schools and Libraries Division of the Universal Service Administrative Company, which oversees implementation of the Universal Service provisions of the Telecommunications Act of 1996. As required by the E-rate program, price will be the largest, but not sole, consideration.

It is anticipated that some goods or services obtained under this procurement may be eligible for the E-rate discounts, and the District intends to apply for such discounts. Under the program, providers receive the full amount they contract for, however payment for the eligible goods and services is split between the District and the Universal Service fund. Contractors who wish to respond to this RFP must:

- apply for Service Provider Identification Number and provide it with the bid proposal. Call the Schools and Libraries Division at 888-203-8100 for additional information
- agree that the District's portion of the contract is subject to the availability of the discount to the District schools on a year by year basis.
- agree to invoice the Schools and Libraries Corporation for the discount amount using the SLD-approved forms and procedures.
- agree to invoice the District only for the after-discount amount.
- agree to assist the District in resolving any administrative issues that arise from the USF program.
- agree that the contract may be canceled, at the District's option, if the District does not receive the anticipated discounts.

The Contractor shall refer to the Eligible Services List located on the Schools and Libraries' website. The Contractor is responsible for ensuring that all submissions are on the Eligible Services List, or if not, are so noted and priced separately.

Contractor invoices must separate ineligible USF services and equipment from eligible USF services and equipment. Start and completion dates are required with each invoice.

Conditions

General conditions

The District reserves the right to waive informalities in the proposals submitted and waive minor discrepancies in the proposal process.

The District may make inquiries necessary to determine the qualifications and integrity of any Vendor. Evidence may be requested to verify financial stability, performance on projects of a similar nature, performance with vendors and subcontractors, performance in a timely manner or to verify personnel, certifications, qualifications, capabilities, equipment and facilities.

Those entities providing costs for material and service to the Vendors shall be qualified to do so as defined in this RFP. The District may reject proposed subcontractors when it cannot be demonstrated that they are qualified to accomplish the work.

Vendors are encouraged to propose additions or enhancements to the services, features or other requirements of this RFP or any awarded contract. These additions, improvements or enhancements may be proposed to save money, to improve performance or for any other purpose which presents a service advantage to the District. As part of the proposed changes, submit a complete proposal for evaluation. Those proposed service additions or enhancements that are acceptable will be processed as modifications to the contract or as new contracts as appropriate.

The District will not be liable for proposal preparation costs or any delay in acting upon proposals. Vendors may withdraw, in whole or in part, any proposal not accepted within the period specified in the proposal.

Except for existing equipment, brand names should be read as “or equivalent”.

Interpretation of RFP

Carefully examine the Request for Proposal requirements, specifications and conditions and fully understand the goods, services or systems required.

If any Vendor finds discrepancies or omissions in this RFP, or is in doubt as to the meaning of a particular requirement, submit notifications and questions in writing or via e-mail for interpretation, correction or clarification.

Any change required in the RFP will be made by written addendum delivered to each Vendor that is recorded as receiving an RFP.

The apparent silence of this RFP and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

The District reserve the right to ask questions of a clarifying nature once proposals have been opened, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted.

Proposal Effective Period

Proposals remain in full effect for at least 30 days after the closing date for the RFP responses.

Retention of Vendor Material

The District reserves the right to retain proposals, excluding proprietary documentation, regardless of which response is selected.

Proposers' Questions

Questions concerning any condition or requirement of this RFP must be received on or before the designated date and time. Questions must be submitted in writing. Questions will be answered in communication to all proposers as an Addendum. Any information given by any party of the District that is not written as an addendum is not binding. Only the information provided in this RFP or its Addenda shall be considered by proposers in their proposal. Submit questions to: procurementinquiry@friendshipschools.org

Presentations

Vendors who submit a proposal may be asked to make a presentation or demonstration of their proposal products or services to the Selection Committee. Presentations provide an opportunity for the Vendor to clarify their proposal and demonstrate the proposed products or services to ensure a thorough and mutual understanding of the work.

Prime Vendors

In the event that multiple vendors submit a joint proposal for any one or more of these areas, identify a single vendor as the Prime Vendor in each area. The Prime Vendor is responsible for administrating the overall project and coordinating and monitoring plans and schedules, maintaining the project budget and status information, administrating necessary changes, presiding over project meetings and overseeing the preparation of reports and presentations.

Terms

Quotations of price and schedule in this RFP remain in effect for six months after opening of the proposal.

Payment schedule will be negotiated and attached as an addendum prior to signing the contract.

When a contract is awarded to a Vendor, it shall be signed within seven days. At contract signing, the vendor will furnish a Performance and Payment Bond with good and sufficient sureties, satisfactory to the District, in the amount of 100% of the accepted proposal, in force for the life of

the project. The vendor further agrees that in the event of the Vendor's default or breach of agreements of this proposal, the bond shall be forfeited as liquidated damages.

The District reserves the right to narrow the scope of the project from this document at any time prior to signing the contract.

The District reserves the rights to supplement, amend or otherwise modify this RFP at any time prior to the selection of a proposer. The District also reserves the right to accept or reject at any time prior to execution of a contract in connection with this RFP, any or all proposals, or any part of any proposal submitted in response to this RFP, and to waive any defect or technicality and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of the District. A proposal that is incomplete, obscure, conditional, unbalanced or which contains irregularities, including alterations or erasures, may be rejected. Any proposal that fails to comply with any of the mandatory requirements of this RFP will be rejected.

If it is in the best interest of the District, the District reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.

In order to protect the integrity of the Contracting process, proposals will not be disclosed until after award and signing of the Contract. To the extent the law allows, the District will not disclose bids to other Vendors before a Contract is signed. This will ensure fair competition without undue advantage to any Proposer leading to private gain and public loss. The bids shall be deemed public records, excepting those portions, which have been designated by the Proposer as proprietary.

Response to a request to view or copy a bid shall be according to public disclosure procedure. If any information is marked as proprietary or confidential in the proposal, such information shall not be made available without giving the submitting Proposer an opportunity to seek a court order to prevent such disclosure.

Information

If it is necessary to revise any part of this RFP, written addendum will be delivered to Vendors recorded as receiving an RFP.

Proposals will be evaluated by a team consisting of District representatives and their advisors. They will make final recommendation to the Executive Committee. The Executive Committee will recommend the final Vendor to the Chief Executive Officer who will engage the contract.

The final award of this proposal is contingent upon the approval of the Chief Executive Officer.

Vendors responding to the original RFP will be notified of their selection or rejection on the date of Vendor selection.

The District reserves the rights to supplement, amend or otherwise modify this RFP at any time prior to the selection of a proposer, and to enter into contract negotiations. The District also reserves the right to accept or reject at any time prior to District's execution of a contract in connection with this RFP, any or all proposals, or any part of any proposal submitted in response to this RFP, and to waive any defect or technicality and to advertise for new proposals where the

acceptance, rejection, waiver or advertisement would be in the best interest of the District. A proposal that is incomplete, obscure, conditional, unbalanced or which contains irregularities of any kind, including alterations or erasures, may be rejected. Any proposal that fails to comply with any of the mandatory requirements of this RFP will be rejected.

News releases including, but not limited to, commercial advertising, pertaining to this project may not be made without the prior written approval.

Evaluation

- **Eligibility**

To be considered for award and to be further evaluated, proposer must meet or exceed the minimum eligibility criteria. Failure to comply with Minimum Eligibility Requirements will disqualify the proposal and will suspend further consideration of the RFP Response.

Process

The RFP evaluation process will be conducted in sequential Steps.

Step 1 Minimum Eligibility Each proposal will be evaluated to determine if their qualifications meets the minimum eligibility requirements. Proposals that fail to meet the minimum eligibility requirements will not be evaluated nor considered for contract award.

Proposals that meet the minimum eligibility requirements of Step 1 will be evaluated in two additional steps

Step 2 Proposer Evaluation This step evaluates the strengths of the proposers submitting the proposal. An evaluation committee will score the proposals on the basis of Proposer Qualifications as specified and requested.

Step 3 Solution Evaluation This step evaluates the strengths of the solutions submitted in the proposal. An evaluation committee will score the proposals on the basis of Solution Qualifications as specified and requested and the quality, functionality and added value propositions included in the solutions that are proposed.

Step 4 Financial Evaluation The evaluation committee will assign point values to the cost and pricing strategy provided in the proposal. This step evaluates the prices submitted for required goods and services and the added value propositions for funding and pricing.

The scores earned by each vendor for each step will be combined and the committee will make a recommendation to award to a vendor on the basis of highest combined score. Because this RFP can be one of multiple recommendations to award to a single proposer a final fifth step may be engaged during award.

Rubric

Proposals will be scored according to a rubric with qualities of the three primary proposal sections weighted as indicated in the following table.

Response to Section:	Possible Points	Effective Weight
Minimum Eligibility Proposer must meet minimum eligibility requirements for further consideration	--	--
Proposer Qualifications a. Overall quality of proposal b. Experience c. Proposed SLA	50 150 100	5% 15% 10%
Solution Qualifications a. Understanding of functional requirements b. Implementation and transition plan c. Technical elegance	100 100 100	10% 10% 10%
Pricing Qualification:	400	40%
Totals	1000	100%

Award

Process

The District intends to make awards only to vendors that have complied with the terms, conditions and requirements of the overall RFP. The award will be based on the combined scores ascribed to proposals as outlined in Evaluation Process. This final price determination step will only involve those vendors that achieved highest point rankings for more than one RFP, and will not affect the award recommendations for any other RFP.

Based upon the results of the evaluation, the District, at its sole discretion, may: recommend award to the top ranked proposer; may recommend award to more than one top ranked proposer; may short list the top ranked proposers for further consideration; or, may reject all proposals received.

In the event that the District chooses to short list proposers, the list of short listed proposers may be further considered by the District. The District may interview the short listed proposers in order

to make a recommendation for award. During the interview process, no submissions made after the proposal due date, amending or supplementing the proposal shall be considered.

Recommendation for award of the RFP does not close the evaluation process. Because this RFP can be one of multiple recommendations to award to a single proposer a final step may be engaged for a best and final offer.

Step 5 Best and Final Offer The District will negotiate for a consolidated contract price with vendors receiving the highest combined scores for multiple proposals with the expectation that additional price discounts would be applied to the proposal prices originally submitted by these vendors. In the event that a proposer receiving the highest combined scores for multiple proposals is non-responsive to this request, the District reserves the right to engage negotiations with other proposers who submitted proposals for the same combination of goods, services or systems to establish their consolidated pricing. This final consolidated offer step will involve only those vendors that achieve the highest point rankings for more than one proposal and will not affect the points scored for any other proposal.

The District reserves the right to negotiate any term, condition, specification or price with selected proposers. In the event that mutually agreeable negotiations cannot be reached, the District may negotiate with the next ranked proposer, and so forth. The District may declare an impasse at any time. Any agreement resulting from these negotiations must be approved by the Attorney, must be governed by the laws of the state.

The District reserves the right to engage contracts with vendors other than the vendor receiving the highest overall scores for any single service or system if:

- the primary vendor cannot comply with delivery requirements or specifications;
- the primary vendor is not in compliance with delivery requirements or specifications on current or previous orders;
- in cases of emergency;
- it is in the best interest of the District to do so regardless of reason.

In the event the District engages a contract with a vendor for any of the reasons listed above, the alternate vendor will be required to be in full compliance of all contract terms and conditions of this RFP. In the event the primary vendor is found in default and its contract is cancelled by the School Board, the alternate vendor may be recommended to become the primary vendor. In this case, the new primary vendor will be required to comply with all contract terms and conditions unless an amendment to contract is negotiated.

Award or Rejection of Vendor Proposals

Final award will be made to the Vendor offering the system solution deemed to be in the best advantage to the District. The District will be the sole judge in making such determination. The District reserves the right to reject any or all proposals. Incomplete or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. Proposals may be excluded from consideration for failure to comply with the specifications of this RFP. Although cost is the primary evaluation factor, it will not be the sole factor considered. The decision as to the acceptance of any proposal under this contract is final.

Proposals will be evaluated by a team consisting of district representatives and their advisors. They will make final recommendation to the Executive Committee. The Executive Committee will recommend the final Vendor to the Chief Executive Officer who will engage the contract. Award of this proposal is contingent upon the approval of the Chief Executive Officer.

Selection of a successful proposal is not the end of the contractual process; further negotiation over the contract terms and conditions will be necessary, which, in and of itself, could change the Vendor of choice.

Final award will be made to the Vendor or Vendors proposing solutions deemed to be to the greatest advantage of the District. The District and their representative will be the sole judge in this matter. The District reserves the right to reject any or all proposals. Cost is a major concern but not the sole factor for consideration. The decision to accept or reject any proposal is final.

Each of the Vendors responding to the RFP will be notified of their selection or rejection on the date of Vendor selection.

Requirements

Minimum Eligibility

It is necessary for each proposer to include a written statement that they understand and meet the minimum eligibility requirements as a part of the proposal, including specific information as necessary to demonstrate satisfaction of each requirement.

1. Proposer delivers a proposal organized according to the plan defined in this RFP addressing each requirement completely. Where requested, include descriptive information, technical literature and drawings that are sufficient in detail and organized to demonstrate compliance with request or technical specifications.
2. Proposer is licensed to do business in the State, is in good standing with federal, state and municipal jurisdictions to conduct business with the District, and is not under investigation or engaged in litigation that would hinder the conduct of business.
3. Proposer is able to provide proposed goods and services throughout the District.

-
4. Proposer has presently, or will have at the time of implementation, the professionals, technicians and supporting staff necessary to deliver the proposed goods, services and systems.
 5. Schools and Libraries Division Service Provider Identification Number: Provide a valid SPIN number for participation in the E-Rate program. By ascribing a SPIN, proposer certifies that it has a comprehensive understanding of the E-Rate program and by submitting a proposal certifies this understanding and agreement to comply with all requirements of the program.
 6. Provide a copy of the Service Provider Annual Certification Form 473 as distributed by the Schools and Libraries Division, as it was completed by the proposer and submitted to Schools and Libraries Division.
 7. The proposer must be able to provide all required services in a ubiquitous fashion through the District.
 8. The proposer must be a licensed carrier in the state.
 9. The proposer is fully capable of delivering a solution inclusive of all required services described herein as a part of their proposed solution.

Compliance with Laws

Services furnished in this contract must comply with applicable federal, state and local laws, codes and regulations.

Sub-Vendors

At the Award of contract, the District will determine the acceptability of proposed Sub-vendors. If, by using the same criterion as for Vendors, the District determines that a proposed Sub-vendor is not acceptable, the Vendor shall propose a substitute Sub-vendor that is acceptable to the District. Vendor makes no substitution for Sub-vendor unless approved in writing by the District.

The District's approval of a Sub-vendor does not relieve the Vendor of responsibilities, duties and liabilities under the contract. The Vendor remains responsible to the District for the acts or faults of any Sub-vendor and their employees.

The Vendor shall require each Sub-vendor to be bound to the District and the Vendor by the terms of this contract in full. Such agreement shall preserve and protect the rights of the District with respect to the work performed by the Sub-vendor. If requested by the District, the Vendor shall provide a copy of the contract between the Vendor and Sub-vendor for review.

Non-Collusive Bidding Certification

To be responsive, Vendors must indicate a willingness to enter into an agreement by signing the Non-Collusive Bidding Certification form that follows and including the authorized form in their proposal. Failure to sign this form may result in disqualification.

Elements

This document and the response comprise elements of the contract between the District and the successful vendor. Primary elements of the contract include:

- Terms and conditions using vendor contract templates with District additions and revisions
- Schedule of costs as negotiated between vendor and District
- Service level agreement as negotiated between vendor and District
- Required documents and forms noted herein as attachments
- The complete proposal as an attachment.

Funding Termination or Cancellation

It is necessary that fiscal funding-out provisions be included in all contracts in which the terms are for periods longer than one year. Therefore, the following funding-out provisions are an integral part of this RFP, and must be agreed to by all Proposers.

The District may, during the contract period, terminate or discontinue the purchase of goods, services or systems covered in this RFP but only at the end of the District's then current fiscal year and upon 30 days prior written notice to the contracted vendor. Such prior written notice will state:

- That the lack of appropriated funds is the reason for termination, and
- Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this RFP from another vendor in the succeeding funding period.

The complete statement "This written notification will thereafter release the District of all further obligations in any way related to such goods, services or systems covered herein." must be included as part of any agreement with the District. No agreement will be considered that does not include this provision for "funding out".

The District will not sustain any clause providing penalties for late payment of invoices.

Response Requirements

Content

Present proposal in a single 3-ring binder divided into sections by tab index sheets. Attachments not included in the binder should be clearly labeled and tied to the proposal. The proposal should be as clear and complete yet concise.

Present factual assumptions used to develop the proposal. Offering to meet the requirements of the RFP or reference to the RFP will be considered incomplete. Each representation of fact or future performance will be incorporated into the contract as a warranty by the respondent. Selection of a successful proposal is not the end of the contractual process; further negotiation over the contract terms and conditions will be necessary, which, in and of itself, could change the Vendor of choice.

Provide copies of the proposal as noted previously with one clearly marked as “ORIGINAL.” Proposal topics should be in the following order:

Cover Sheet: Your company name, address, and your signature (IN INK) should appear on this page

Executive Summary (one page)

Table of Contents (one page)

Proposer Qualifications (one to three pages)

Pricing Table (as provided)

Non-Collusive Bidding Certification (one page)

Exceptions to RFP (one page or less)

Conflicts of interest (Complete attachment E)

Proposed contract (as needed)

Proposed service level agreement (as needed)

Executive Summary

Include an abstract, stating the proposer’s understanding of the nature and scope of the goods and services required and a brief demonstration of the capability to comply with all terms and conditions of this RFP. Include the company name and address and the name, address and telephone number of the person acting as the contact for matters concerning the proposal and the person who will be authorized to make legal representations. Indicate whether the proposer is an individual, partnership or corporation. The letter is to be signed by an officer or agent of the proposer who is authorized to legally bind the Vendor.

Table of Contents

The Table of Contents and proposal will conform to the order, headings and sub-headings of this RFP as appropriate.

Proposer Qualifications

Include the following proposer Information:

- Company name, parent company name
- Address, city, state and zip of business offices
- Accounts receivable contact name, title, phone, email, address, city, state and zip
- Account executive name, title, phone, email, address, city, state and zip
- Primary project contact name, title, phone, email, address, city, state and zip
- Federal Tax ID number
- E-Rate SPIN number
- Include of Dun & Bradstreet's Comprehensive Report on the company issued within the last 12 months.

Include the following descriptive information:

- State the nature and scope of the business
- Length of time the company been licensed to do business
- Size of the organization
- A brief organizational chart showing the positions that will be involved with this project
- State the business philosophy and mission statement
- State the approach to knowledge acquisition and evaluation of new technologies. Indicate what procedures are in place to maintain the base of knowledge in the firm.
- State whether the organization pursues business on a national, regional or local scale
- Demonstrate an ongoing commitment to customers. State approximately how many K-12 or public-sector clients that are served
- Briefly describe the three most similar contracts, preferably K-12 educational or other governmental agencies, or related engagements that proposer is currently engaged in or has completed within the past two years. Provide for each reference the customer name, contact name, title, telephone number and contract dates.

Provide information concerning the following technical qualifications:

- Describe how proposer will handle equipment outages that require immediate response both during and after business hours
- Discuss the minimum timeline for responding to special requests and any costs associated with expedited treatment
- Describe the support services proposed to meet the District's data network requirements as described in Technical Specifications
- List location(s) from which service personnel will be dispatched
- List name and address of vendor repair stations
- List of tech personnel with qualifications and certifications that will provide support
- Is problem resolution provided 24 hours a day, seven days a week? If not, during what hours is problem resolution provided
- Describe your procedures for trouble reporting and escalation including problem determination procedures and diagnostic aid
- Describe how proposer will answer very technical questions and the response time frame of the certified network engineer

Describe other qualifications that may be used to assess proposer's capabilities. Please note that the District recognizes that the information requested may not apply in full to the goods, services or systems in this RFP, but the highest point levels will be awarded to those proposals where the respondent has clearly described additional reasons that the District may consider in establishing an enhanced and more productive business partnership.

- Methodology and effectiveness of project management experience, organization, capabilities and tools.
- Degree to which the respondent provides enhanced product support and how product lines and support services may provide the lowest, most effective total cost of ownership.
- Respondent's ability to streamline product ordering and service invoicing.
- Applicable product or industry certifications, including manufacturing facility certifications.
- Applicable ISO certification.

Include the following project information:

- Profile of regional and local account representative, sales system engineering staff, supervisors and maintenance and support staff highlighting experience in the K-12 market and certifications and designations.

-
- Abbreviated resumes of individuals that will have a direct role in the delivery and supervision of this project to demonstrate their experience and technical capabilities.

Proposed Solution

The evaluation process will award the highest point levels to responses that most definitively and completely describe the following aspects of the proposed service delivery.

For each service, proposers are required to provide detailed responses that include:

- The specifications associated with each service category
- The manageability of each service proposed
- The full functionality of each service proposed

The reliability and quality of each service proposed and service level guarantees including

- Service availability and reliability guarantees
- Service order processing timeframes
- Service repair response timeframes
- Service installation timeframes

The serviceability of each service proposed

The flexibilities and the upgradeability of each service proposed

The scalability of each service proposed

Pricing Information

Complete the Pricing Information Sheet. Complete tables and provide additional supporting information as required to clarify pricing.

Include descriptions of service plan options. Provide complete pricing for other services including directory information, operator assistance and cancellation or change of service charges.

Setup fee includes costs for service, equipment and labor to install connection equipment.

Include other appropriate service plans. Provide complete descriptions of service plan options. Provide complete pricing for ancillary services that are part of data connection services. Failure to disclose costs may result in termination of contract negotiations.

E-rate ineligible items must be highlighted in responses

Exceptions to RFP

Note any exceptions to the requirements and conditions where applicable. If exceptions are not noted, the District assumes that the Vendor's proposals meet stated requirement and any discovered deviation will result in disqualification of the proposal.

Conflicts of Interest

Address the potential, if any, for conflict of interest. Comply with federal, state and local laws, statutes and regulations, in particular, those addressing conflict of interest. **Complete attachment E**

Non-Collusion

Indicate a willingness to enter into an agreement by signing the Non-Collusive Bidding Certification Form. Failure to sign this form may result in disqualification.

Technical Requirements

Internet Services

Provide an Internet connection having the following characteristics:

- Single connection, allowing all sites to access the Internet, with an option to migrate to a dual connection for demand sharing and auxiliary use.
- Scalable access throughput from 5,000 Mbps to 10,000 Mbps in increments of 100 Mbps, to support the required bandwidth at all sites concurrently.
- Burstable access from a base value up to 10,000 Mbps.
- Vendor supplied Hardware and software necessary to provide the proposed bandwidth and equipment placed at all locations/sites must be protected by a rack mountable uninterruptible power supply (UPS).
- Vendor supplied equipment at all locations/sites should be part of e-rate category 1 service
- The vendor coordinates cutover from the current ISP as part of vendor's cost
- Managed or hosted firewall and content filter that protects all sites / all Internet traffic.
- Capable of carrying and prioritizing VoIP traffic through SIP trunk (or other comparable technology) to the local Telco carrier
- 256 Public IP address – Full Class C
- Support for NAT

WAN Services

Provide a WAN connection(s) having the following characteristics or similar solution supported by erate:

- A WAN solution with 500 Mbps connection at each site upgradable to 5Gb with 100Mbps increments.
- Capable of transporting Voice, Video and Data, effectively through QoS and CoS
- The vendor supplies hardware and software necessary to provide the required services at each site.
- The vendor coordinates cutover from the current ISP as part of vendor's cost
- Capable of carrying and prioritizing VoIP traffic through SIP trunk (or other comparable technology) to the local Telco carrier
- Enable and allow Live Monitoring of the network
- IPSec-VPN to 254 clients to the Core network

Existing Sites:	Loop Capacity	Actual Loop Capacity	Port Speed (Required)	Port Speed (Actual)
CO- 1400 1 st Street NW, Ste 300 WDC	5/10 GB		500 MB	
AS- 111 O Street, NW, WDC	5/10 GB		Shared w/CO	
CH- 1345 Potomac Ave SE, WDC	5/10 GB		500 MB	
SE- 645 Milwaukee Pl SE, WDC	5/10 GB		500 MB	
WR- 2959 Carlton Ave NE, WDC	5/10 GB		500 MB	
BP- 725 19th St SE, WDC	5/10 GB		500 MB	
CA- 4095 Minnesota Ave NE, WDC	5/10 GB		500 MB	
TP- 2705 Martin Luther King Ave SE, WDC	5/10 GB		500 MB	
OL – 1351 Nicholson St. NW, WDC	5/10 GB		500 MB	
New Sites:				
<i>Row House – 640 Milwaukee Pl SE, WDC extension from Tech Prep HS</i>				
IDEAL - 6130 N. Capitol St NW, WDC	5/10 GB		500 MB	

VoIP and Telecommunications Services

- Provide 30 SIP trunk lines/lines (concurrent calls) each Collegiate Academy and Tech Prep
- Vendor must delineate E-Rate eligible and ineligible portions of WAN service, if applicable.
- At least 200,000 minutes of local calling per month, must be included in the price
- At least 18,000 minutes of long distance calling per month, must be included in the price
 - Include the price of additional long distance minutes
- Rollover of current main campus telephone number for all of our campuses
- 88 Analog lines, of which are existing numbers should be ported over
 - Include the price of additional analog lines

Type	Min	Actual
Long Distance Bucket	18,000 minutes monthly	
Local Calling	200,000 minutes monthly	

Service Requirements

The awardee will:

- Make consultation service available 24 hours per day, 7 days per week through e-mail and a toll free or local access phone line. This service will provide same day response to questions about support.
- Ability to guarantee quality of service, minimum 99.999% uptime unguaranteed 1 hour response for service down
- Maintain a 24x7 Network Operations Center (NOC). The NOC will have a toll-free telephone answered by a live person.
- Provide the District with a single point of contact for all connectivity-related issues between the District and the Internet.
- There will be no additional charges for technical support, troubleshooting or problem resolution.
- Report monthly on:

- average response times for both Internet and WAN
- Frequency and identity of which the circuits exceed 80% capacity for both access and distribution circuits
- Top ten protocols for both Internet and WAN
- Top one hundred (100) talkers on the network for WAN and Internet
- Incident and Call activity report

Trouble Reporting and Problem Resolution

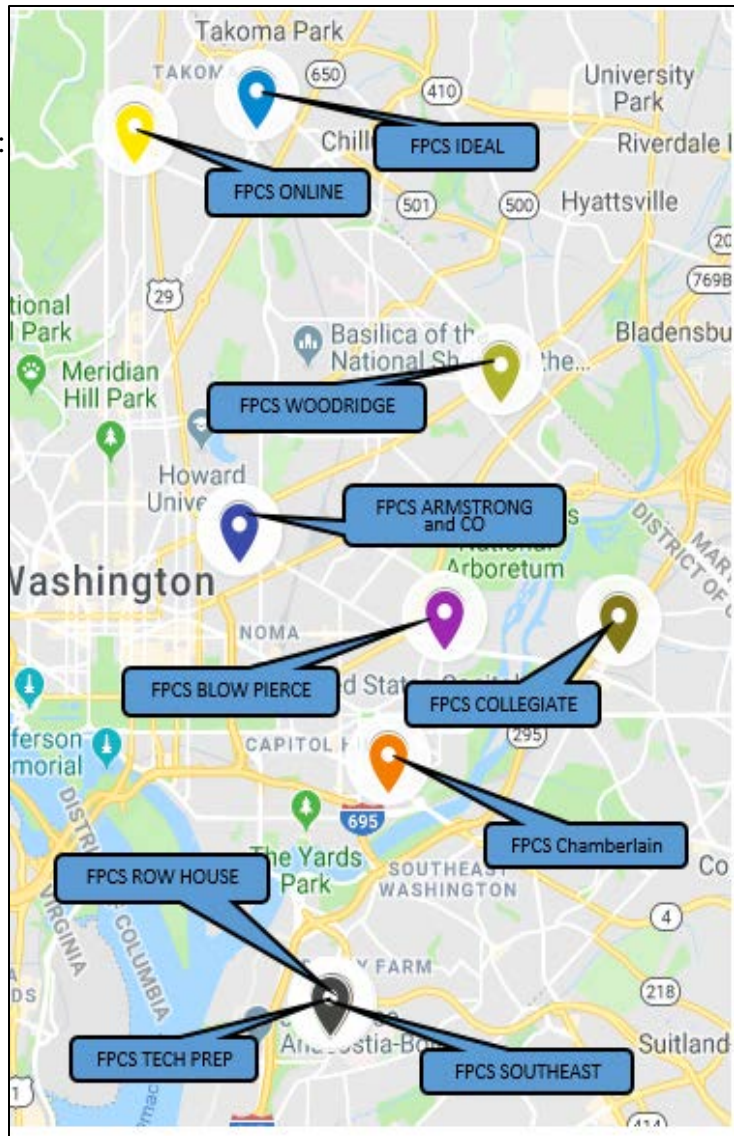
Proposer to provide problem resolution 24 hours a day, seven days a week. Describe procedures for trouble reporting and escalation. Outline process for notification and update on the progress of the repairs.

Provide a chart of roles and responsibilities at the trouble-reporting desk that will handle calls in reference to the following. Provide an escalation chart for each.

Delivery Conditions Existing Conditions

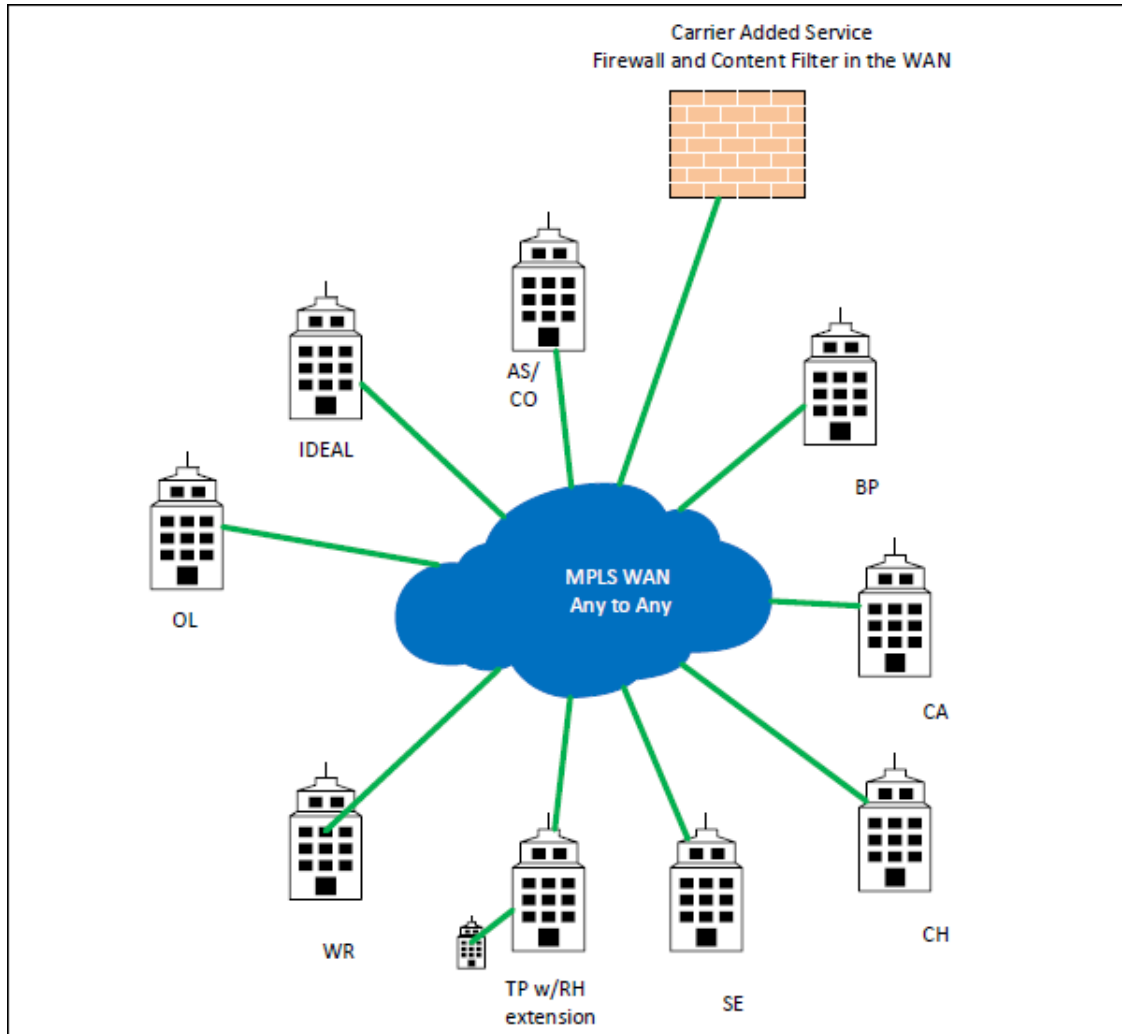
District campuses and facilities include:

FPCS locations:	
Community Office	1400 1 st Street NW, Ste 300 Washington, DC 20001 (202) 281-1700
Armstrong Campus	111 O Street, NW Washington, DC 20001 (202) 518-3928
Blow Pierce Campus	725 19th Street, N.E. Washington, DC 20002 (202) 572-1070
Chamberlain Campus	1345 Potomac Avenue, S.E. Washington, DC 20003 (202) 547-5800



<p>Collegiate Academy Campus 4095 Minnesota Avenue, NE Washington, DC 20019 (202) 396-5500</p>
<p>Southeast Campus 645 Milwaukee Place, S.E. Washington, DC 20032 (202) 562-1980</p>
<p>Woodridge Campus 2959 Carlton Avenue, N.E. Washington, DC 20018 (202) 635-6500</p>
<p>Tech Prep Campus 2705 Martin Luther King Ave, SE Washington, DC 20032 (202) 552-5700</p>
<p>Online Campus 1351 Nicholson St. NW Washington, DC 20011 (202) 722-2672</p>
<p><u>New Campuses:</u></p> <p>Row House (TP Extension) 640 Milwaukee Pl SE Washington DC 20032 (202) 450-3446 Fax Line</p>
<p>IDEAL Campus (New) 6130 N. Capitol St NW Washington, DC 20011</p>

Current configuration



Monthly Service Invoices

Aggregate and detailed billing is required by the District and its accounting and budgetary departments, and must be provided at no charge. Awardee will provide a hard copy invoice for the Aggregate the District's account activity each month. Awardee must provide detailed information about Internet usage and associated charges. Provide data in a form which record data can be sorted or otherwise manipulated and printed using standard Microsoft Office productivity applications (Excel, Access).

Billing Dispute Resolution

Describe processes in place to assure that billing issues are corrected in an acceptable time frame. Clarify billing cycle dates and cutoff dates when billing adjustments can be made. Provide written procedures on resolving billing issues and the escalation process. State whether dedicated billing specialists assigned to the District account.

Modification To Agreement

Detail any provisions that can be provided which will allow the District (during the term of the Agreement) to modify the Agreement to reflect changes in its business environment. More specifically, if the District should have a significant increase or decrease in traffic/service requirements because of an acquisition, divestiture, and/or consolidation, specify the options available for modifying their commitment level(s) of the Agreement. Also indicate what provisions exist for modifying the type of services utilized due to network and technology optimizations.

Service Level Agreement

Describe maintenance programs and how the combination of maintenance, systems architecture, personnel, response times, escalation procedures, problem-reporting procedures and remote capabilities enable the systems to meet the overall use and availability goals required in this RFP.

An authorized, factory-certified technician must respond to the following conditions during the period of the warranty and contracted maintenance. Responses must be made within the time frames stated below, between the hours of 8:00 a.m. and 5:00 p.m. on regular business days unless otherwise specified.

- A system disaster is the failure of function at one or more sites. Acceptable response time for a system disaster is one hour from the time reported.
- A major system failure is 10% or more of services being unavailable at a single site. Response to a major system failure must be within two hours from the time reported.
- A system failure is defined as less than 10% of services being unavailable at a single site. Response to a system failure must be within 24 hours from the time reported.

Trouble reports will be made by telephone. Calls placed to the Vendor's help line between the hours of 8:00 a.m. and 5:00 p.m. must be answered in person.

Service includes the repair or replacement of defective parts and parts affecting the functional operation of the system, including software.

The vendor must inform the District of any occurrence that may result in prolonged or serious interruptions in service response. Coordinate service that requires equipment to be rebooted or shutdown with the District.

Non-Collusive Bidding Certification

By submission of this bid, each responder and each person signing on behalf of any responder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other responder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any other responder or to any competitor; and

(3) No attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the responder cannot make the foregoing certification, the responder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a responder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this certification.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate responder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law and where such bid contains the certification referred to in paragraph one, shall be deemed to have been authorized by the board of directors of the responder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

by

*legal name of firm or corporation

authorized signature

address

printed name of authorized signature/title

city, state, zip code

telephone/date

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

Proposal Requirements (Attachment A)

Proposals shall include, at a minimum, the following information organized as follows in a qualification statement:

1. A brief discussion of the consultant's/company's history, and services offered. Briefly state the Proposer understands of the work to be done and make a positive commitment to perform the work within the required time period.
2. Resumes of key staff that will provide services and training.
3. Names and contact information of at least three client references.
4. Provide proof of CBE as firms certified as CBE will receive preferential consideration. See <http://olbd.dc.gov/>
5. A proposed signed contract, which includes terms, payments and amount contract, will not to exceed.

INSURANCE COVERAGE REQUIREMENTS (Attachment B)

General & Excess Liability Minimum Coverage

General Liability:	1,000,000
Umbrella Liability:	1,000,000

Company Name

Signature of Authorized Agent

Date Signed

FPCS will be named as additional insured on certificate of insurance if our firm or company is awarded a contract.

Financial Statements (Attachment C)

Proposer should submit as Attachment D current financial statements, preferably for the past two years, which have been audited or reviewed by a Certified Public Accountant.

**Proposed Exceptions, Alterations, Additions, or Modifications to RFP
(Attachment D)**

Proposer should submit as Attachment D, any and all proposed exceptions, alterations, additions, or modifications.

For further information, contact Ruby Sherman at procurementinquiry@friendshipschools.org.

END OF FPCS RFP PACKAGE.

ATTACHMENT E

CONFLICT OF INTREST DISCLOSURE

As a prospective vendor/supplier, its agents, employees, directors and/or assigns, you shall disclose any financial, business or other relationship with FPCS that may have an impact upon the outcome of this contract or potential future of the FPCS projects resulting from this effort. The prospective proposer, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or FPCS projects that will follow. In particular, the prospective proposer its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with a member of the school's board or leadership.

Name of party that poses conflict

Relationship/Interest

Company Name

Signature of Authorized Agent

Date Signed