FRIENDSHIP PUBLIC CHARTER SCHOOL

REQUEST FOR PROPOSALS (RFP) FOR

Transitional Internet and WAN Services

Friendship Public Charter School Inc. 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, proposals, additional information if provided and oral presentations if made, in the selection of finalists and, therefore, bidders should emphasize specific information considered pertinent to this solicitation and submit all information requested.

Interested parties shall email the response to this RFP to: Ruby Sherman (<u>ProcurementInquiry@friendshipschools.org</u>) and Alex Majewski (<u>amajewski@e-ratecentral.com</u>) no later than the date indicated below. The email subject line should clearly state "Form 470 # 250023445 RFP Response – Transitional Internet and WAN Services".

Proposals may also be submitted by sending one (1) clearly identified ORIGINAL (hard copy) of the proposal to:

Procurement Inquiry

Ruby Sherman Friendship Public Charter School (FPCS) 1400 1st Street, NW Suite 300 Washington, DC., 20001

<u>Proposals are due by 4PM EST on Monday, March 24, 2025.</u> Late proposals will be disqualified.

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

_Fax:
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 – 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)

PROCUREMENT TIMELINE

Task	Due Date
Issue Date	February 24, 2025
Proposal Submission Deadline	Monday, March 24, 2025 at 4PM EST

GENERAL REQUIREMENTS

ACCESS TO RECORDS

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. Any award for this RFP will be for a term of not to exceed 12 months (month-to-month service). Any mention of "contract" as it applies to a term is for up to 12 months of service.

OFFER COMPLETION

Completed proposal(s) must be sent to <u>ProcurementInquiry@friendshipschools.org</u> and <u>amajewski@e-ratecentral.com</u> OR **Procurement Inquiry**, **1400** 1st **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 and will be disqualified. 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 RFP package.

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; offerors must bid on all sites and services within this RFP.

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. In accordance with FCC and E-Rate program rules, price of E-Rate eligible products and/or services will be the primary factor carrying the heaviest weight. **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. Eligible Costs: E-Rate eligible recurring and one-time costs. 35%
- 2. Long-Term Cost to FPCS: This includes ineligible items and any equipment to acquire the proposer's goods or services. 10%
- 3. Reputation: overall experience, expertise, stability, and financial responsibility. 15%
- 4. Technical Merit: Ability to support requirements of this solicitation. 15%
- 5. Prior Experience: Applicant's previous experience with vendor. 25%

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 assigns 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 and to **Accounts Payable 1400 1st Street NW 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. No price increases will be permitted during the term of the agreement (or any renewal terms). 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.

CONTRACT TERM

Services are needed effective July 1, 2025. If the service cannot be guaranteed by this date, this should be indicated in the proposal, along with an estimated timeline for when the service will be available. Contract refers to the agreement resulting from this RFP, which is for month-to-month service.

Offers requiring an initial term of more than 12-months will be disqualified.

All contracts should include 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 three year contract term or in the subsequent two, 1 year 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, 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.

SPECIAL REOUIREMENTS/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. It must be noted that in accordance with FCC and E-Rate program rules, price of E-Rate eligible products and/or services will be the primary factor carrying the heaviest weight. 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 INTEREST

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.

<u>**RFP SPECIFICATIONS**</u> – Transitional Internet and WAN Services

Friendship Public Charter Schools seeks qualified and experienced bidder(s) for: "Transitional I Wide Area Network Connectivity from 1Gbps – 10Gbps between all locations listed below. Collectively all sites need to have Internet Access for a minimum of 3Gbps as demonstrated on the network diagram.

BEN: 16039865

Form 470 #: 250023445 Attachment Name: Request for Proposals (RFP) – Transitional Internet and WAN Services Form 470 Contacts:

Procurement Timeline

Task	Due Date
Issue Date	Monday, February 24, 2025
Proposal Submission Deadline	Monday, March 24, 2025 at 4PM EST

Services requested on this RFP are for Transitional Internet and WAN, in the event Friendship Public Charter Schools needs these services effective 7/1/2025. This RFP is for month-to-month services only. The services must be in placed for a number of months (ranging from one to twelve) in E-Rate FY2025 in since a new service may begin on July 1, 2025. The school is not sure at this time if a new service will begin, but in the event a new service is starting, transitional Internet and WAN will be necessary.

Communications

Verbal inquiries are not allowed. Clarifications, when applicable, will be posted as an attachment/addendum to the Form 470. Each Offeror is responsible for downloading the current version of the Form 470 and attachments, including any addenda. Applicant reserves the right to ask vendors clarifying questions during the proposal review process.

Contact initiated by an Offeror concerning this solicitation with any other Applicant representative other than those listed as Form 470 contacts is prohibited. Unauthorized contact may result in the offeror's disqualification from this solicitation.

Proposal Instructions

Proposals **must** be submitted by the Proposal Submission Deadline in the Procurement Timeline.

Proposals should be emailed to ALL Form 470 Contacts listed above and include the following:

- Applicant name
- Form 470 number
- SPIN (Service Provider Identification Number)
- Service provider's terms and conditions

Proposals **must** include **all** costs associated with providing service, including but not limited to:

• Monthly recurring charges (MRC) include any recurring charge related to delivering the services, such as monthly charges for Internet access, transport service, IP addresses, basic terminating equipment, etc.

- Non-Recurring Charges (NRC) include any one-time fee other than special construction charges. This includes but is not limited to installation charges, connection charges, and/or basic terminating equipment charges.
- Special Construction Charges (SPC): one-time costs for deploying new fiber or upgrading network facilities for eligible entities. These charges are non-recurring and include the following components: construction of network facilities, design and engineering, and project management.
- Failure to identify the monthly recurring, non-recurring, and special construction charges will result in the disqualification of the proposal. Respondents are encouraged to provide the estimated taxes and surcharges associated with the service. Submissions indicating that there may be additional MRC, NRC, or SPC related to delivering the services **WILL** be disqualified.

Proposals **must** be in response to the specific requirements of this solicitation. Offers including a generic listing of services beyond the scope of this solicitation and/or encyclopedic price lists will be disqualified. SPAM and/or robotic responses will not be considered valid responses and will be disqualified from consideration.

Applicant reserves the right to consider its existing service as a standing proposal and evaluate it against the other submitted proposals.

Service Requirements

Applicant is seeking proposals for Dedicated Internet Access (DIA) and Wide Area Network (WAN) Data Transport services. Offerors **must** submit proposals for both DIA and WAN services. Failure to offer both services will result in the proposal being disqualified. The two services will be evaluated together, and one vendor will be selected to provide both services. All required locations must be included in the proposal – partial offerings **WILL NOT** be considered.

Dedicated Internet Access (DIA) and Wide Area Network (WAN) Data Transport: Applicant requires a minimum of 1 Gbps download x 1 Gbps upload fully managed Dedicated Internet Access with Transport service to the locations identified. Service providers are requested to submit offers for incremental bandwidths from 1 Gbps up to 10 Gbps (preferred bandwidth levels to evaluate are 1Gbps, 2Gbps, 5Gbps, and 10Gbps).

Offerors **must** provide static IP pricing.

Offerors must provide router lease options and pricing.

As optional services, Offerors are also requested to provide costs for advanced firewall services and/or DDoS, if available.

All proposed solutions **must** be within the specified bandwidth range to be eligible for consideration. In addition to the specified minimum and maximum bandwidths, Service Providers are encouraged to offer a variety of bandwidth options within this range. If the exact bandwidths listed are not available, vendors should include their closest comparable service level for consideration.

Submissions meeting any of the three (3) numbered criteria WILL be disqualified.

- 1. Solution does **NOT** offer at least the minimum bandwidth.
- 2. Solution does **NOT** offer bandwidth dedicated to the applicant but instead, the bandwidth is dependent on the number of other customers on the network or some other factor that does not, generally, guarantee the minimum bandwidth as a committed information rate (CIR).
- 3. Solution includes caps on data usage or slows speeds based on data usage or other factors.

All solutions must terminate service or infrastructure at the demarcation point within the building, generally, the MDF. Solutions that only bring service to the property line but not to the demarcation point will be disqualified. The agreement must terminate service at an MDF designated by the Applicant. The Offeror should specify the exact demarcation setup included in the base fees, such as wall-mounted CPE and CAT6a handoff, rack mount patch panel, etc.

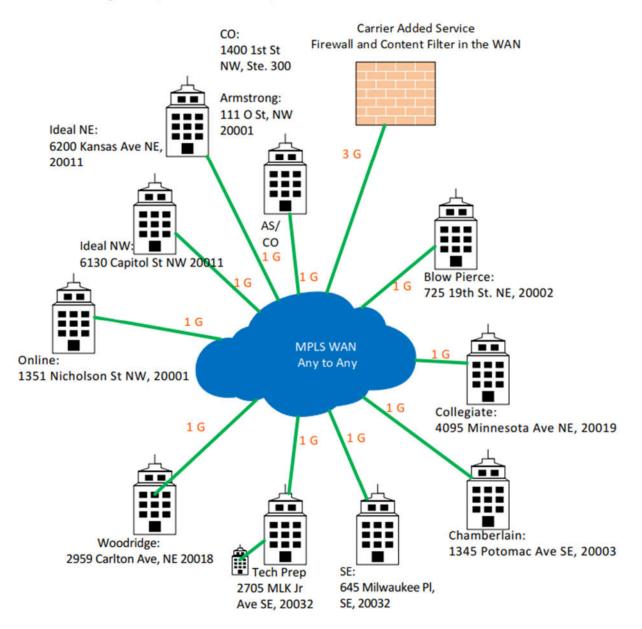
Circuit	Site Name	Address	City, State, Zip
1	Friendship Online*	1351 Nicholson Street NW	Washington, DC 20011
	Friendship Armstrong Elementary & Middle**	111 O Street NW	Washington, DC 20001
2	Friendship Public Charter Schools Admin Building**	1400 1st Street NW	Washington, DC 20001
	Chamberlain Elementary	1345 Potomac Avenue SE	Washington, DC 20003
3	Chamberlain Middle School	1345 Potomac Avenue SE	Washington, DC 20003
4	Tech Prep Academy	2705 Martin Luther King Jr. Avenue SE	Washington, DC 20032
	Woodridge Elementary	2959 Carlton Avenue NE	Washington, DC 20018
5	Woodright Middle School	2959 Carlton Avenue NE	Washington, DC 20018
6	Friendship Collegiate Academy	4095 Minnesota Avenue NE	Washington, DC 20019
	Friendship Ideal Elementary	6130 N Capitol Street NW	Washington, DC 20011
7	Friendship Ideal Middle	6130 N Capitol Street NW	Washington, DC 20011
8	Friendship Southeast Elementary Academy	645 Milwaukee Place SE	Washington, DC 20032
	Blow Pierce Elementary	725 19th Street NE	Washington, DC 20002
9	Blow Pierce Middle	725 19th Street NE	Washington, DC 20002
10	Friendship Lamond Campus	6200 Kansas Ave NE	Washington, DC 20011

*Denotes Network Operations Center

** Friendship Armstrong Elementary & Middle and Friendship Public Charter Schools Admin Building share the same circuit.

Interested contractors must provide the services listed in this RFP. The total number of circuits requested is ten (10). Offerors are encouraged to include pricing for managed network security cloud services (firewall and content filter), however, these are not eligible for E-Rate and must be priced separately.

Network Diagram (Current State)



Term and Modifications

Services are needed effective July 1, 2025. If the service cannot be guaranteed by this date, this should be indicated in the proposal, along with an estimated timeline for when the service will be available.

Offers of month-to-month service will only be considered. Proposals which require a contractual term will be disqualified. Vendors must provide pricing for a month-to-month term starting on July 1, 2025 and to end no later than June 30, 2026. In their offer, the vendor must identify the timeframe it needs to be notified if any circuits are to be turned down.

No price increases will be permitted during the term of the 12 month service.

Service providers proposing equipment whose prices may increase depending upon new U.S. government tariffs imposed on imports are encouraged to (a) identify such products in their offers, and (b) propose an acceptable methodology for limiting price adjustments over the life of the services.

Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement including renewal periods.

Technical requirements

Internet Access and WAN connections (MPLS or comparable solution) to all FPCS schools/locations listed on RFP.

Additional information

- > 1 Gbps circuit to each site with adequate bandwidth to uplink connection from ISPs side.
- > All services must allow for bandwidth increases up to 10 Gbps during the term.
- > Vendor supplied Hardware and software necessary to provide the proposed bandwidth at all locations/sites.
- Bringing required cables/access to demarc and from demarc to Data closets should be the vendor's responsibility.
- > 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.
- > Vendor must provide rack mountable uninterruptible power supplies (UPSs) to protect ISP equipment.
- Provide adequate Public IP addresses as and when needed for hosted services (not exceeding 254 IPs)
- ▶ IPSec-VPN with MFA support to allow 254 clients to the Core network.
- Support NAT and PAT.
- > Allow Live Monitoring of the network or portal access to view managed network.
- Vendor supplied equipment at all locations/sites should be part of E-Rate category 1 service or vendor covers the cost of equipment, its replacement and associated costs.
- > Vendor must define E-Rate eligible and ineligible portions of service, if applicable.
- The WAN topology should be designed such that no site is dependent upon another site's connection for internet access.
- Responses must include SLA details and commitment.

E-Rate Specific Considerations/Information

FCC rules require vendors to offer discounted SPI billing. The applicant **requires** SPI discount method for these services. Vendors that do not offer SPI billing will be disqualified.

Per USAC E-Rate rules, "cost of eligible services" will be the highest valued criterion in the evaluation process; however, other criteria with a lesser value may also be considered.

Service providers proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are **required** to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See https://www.usac.org/about/reports-orders/supply-chain/ for more details.

As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP **must** offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to

nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services. See <u>https://www.usac.org/E-Rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/</u> for more details.

Additional Considerations/Information

The language in this solicitation has been standardized: "must," "shall," "mandatory," and "required" indicate mandatory specifications that the Applicant expects in the proposed solution. Proposals failing to meet these will be disqualified. "Should" and "may" indicate desirable specifications. A mandatory requirement may be waived if all respondents fail to meet a mandatory requirement. Applicant reserves the right to waive any irregularities or informalities in the proposals received.

Applicant reserves the right to award all, part or none of the services set forth in this procurement. This procurement does not obligate Applicant until a valid agreement and/or valid Purchase Order is executed.

The Applicant reserves the right to request Best and Final Offers (BAFOs). BAFOs **must** be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

Applicant may, at its sole discretion, extend the due date for the submission of proposals and any extensions shall be done via an addendum posted in the E-Rate Productivity Center (EPC.)

The vendor submission is subject to open records requests and, as such, the records will be released in accordance with those policies. Vendors are encouraged to mark pages as "Proprietary" or "Confidential" as appropriate, but the entire submission may not be marked as such. Identifying information as "Proprietary" or "Confidential" does not guarantee that the information will not be released but will be considered in determining whether the information is required to be released in accordance with the open records policies. Generally, pricing is not exempt from being publicly released.

By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that would interfere with a fair and open competition or is a conflict of interest.

Evaluation Criteria

These criteria are to be utilized in the evaluation of offers to be considered. Individual criteria have been assigned a weight to reflect relative importance. Vendors are encouraged to provide details in their proposals that address the following criteria.

Criteria	Weight
Eligible Costs: E-Rate eligible recurring and one-time costs	35%
Long-Term Cost to FPCS: This includes ineligible items and any equipment to acquire the proposer's goods or services.	10%
Reputation: overall experience, expertise, stability, and financial responsibility.	15%
Technical Merit: Ability to support requirements of this solicitation	15%

Prior Experience: Applicant's previous experience with vendor	25%
	1

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://dslbd.dc.gov/
- 5. A proposed signed contract, which includes terms, payments and amount contract, will not to exceed.
- 6. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate. If an increase in bandwidth is requested during the contract period, the contract does not renew. As bandwidth needs are steadily rising, respondents are free to price higher tiers of bandwidth than what is requested to demonstrate their future scalability. Service providers are requested to submit offers for incremental bandwidths from 1 Gbps up to 10 Gbps.
- 7. Service providers submitting proposals are requested to provide month-to-month pricing (not to exceed 12 months). All contracts must allow for bandwidth increases up to 10 Gbps throughout the term of the contract. Contracts may include an option for annual voluntary renewals when agreed to in writing by both parties. All offers must include all costs associated with delivering the service to the applicant, including but not limited to installation charges, special construction costs, leased managed router (if available), plus any other related charges.
- 8. Proposals must include **all** costs associated with providing service, including but not limited to:
- 9. monthly service fees
- 10. managed router/modem lease fees (if required for service to function)
- 11. one-time construction, installation, and/or connection charges

- 12. estimated taxes, fees, and/or surcharges
- 13. Proposals that do not provide definitive costs for the services requested (including recurring and/or one-time charges) will be considered non-responsive and will not be included in the evaluation.
- 14. Proposals that include generic/encyclopedic price lists will be considered non-responsive and will not be included in the evaluation.
- 15. Proposals requiring applicant-owned hardware in order to function must provide specifications and, if available, an estimated cost for necessary hardware.
- 16. Proposals should include the service provider's terms and conditions.
- 17. Per USAC E-rate rules, "cost of eligible services" will be the highest valued criterion in the evaluation process; however, other criteria with a lesser value may also be considered.
- 18. Respondents shall document the ability to participate in the E-Rate program by supplying their current SPIN (Service Provider Identification Number) as part of their proposal.
- 19. FPCS will give priority to proposals, which covers all requested services.
- 20. Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement.

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 C 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

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

END OF FPCS RFP PACKAGE.