



**Funding Year 2020**

**Category 2**

**Wifi Access Points**

**Internal Connections and Basic**

**Maintenance of Internal Connections**

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Pewaukee School District

NOTICE TO BIDDERS

CATEGORY 2 E-RATE EQUIPMENT BID

Internal Connections and Basic Maintenance of Internal Connections

Request for Bids will be received by the Pewaukee School District for the purchase of Category 2 E-Rate Internal Connections and Basic Maintenance of Internal Connections. Bids shall be sent to the Pewaukee School District, 404 Lake St. Pewaukee, WI 53072,

ATTENTION. Bids must be received by 10:00 A.M. CST, on Wednesday, March 25, 2020. The sealed bid package should be clearly marked on the outside “Sealed Proposal: Category 2 E-rate Switch Equipment Bid - Internal Connections and Basic Maintenance of Internal Connections”. Pewaukee School District reserves the right to reject any or all bids in part or whole and the School Board has the right to waive any informality or irregularity.

Qualified Bidders may obtain specifications and all forms during the hours of 8:00 A.M. EST until 3:00 P.M. CST at the Pewaukee High School District, 510 Lake St. Pewaukee, WI 53072. The RFP can be downloaded also from the following URL <https://www.pewaukeeschools.org/Page/1615> or from the Universal Service Administration Corporation website <http://www.usac.org/sl/>. Additionally the Excel submission form for parts and quantity and installation costs can be found at those locations as well.

Mention in the specifications of certain companies’ catalog numbers is made for the express purpose of establishing design, quality and performance. Items identified by specific trade names, models, or makes are intended to designate general standards, descriptions and conditions and not to restrict Bidders to the one particular trade name listed. It must be noted, however, that the item bid must be equal to, or exceed, the quality and performance details as specified. Bidders shall furnish complete descriptions, including brand names, identification numbers, photographs, and/or illustrations of each of the items on which the bid was submitted.

All items shall be delivered to the Pewaukee High School, between 8:00 A.M. CST until 3:00 P.M. CST, Monday through Friday.

# Delivery shall be made no earlier than June 1, 2020. All costs of freight specified shall be considered part of the bid.

# 1 INTRODUCTION

The Pewaukee School District is accepting proposals from qualified Bidders to augment its existing network do to construction upgrades at Pewaukee School District, Pewaukee WI. The District desires to add additional wireless access points that are consistent with existing access points. Currently these are Aerohive 650 access points.

This RFP provides detailed information related to Pewaukee School District’s Form 470 filing.

Bidders are requested to provide pricing for access points per the specification which are Aerohive 650 access points. The district currently uses the model in many locations and looks to standardize all buildings on these devices. Quotes should express any and all costs associate to the hardware proposed but not limited to software, hardware. The district intends to install these themselves.

Services which are ineligible for funding under the 2020 Eligible Services List must be identified and priced independently of those items which are eligible for E-Rate funding.

## 1.1 RFP Definitions

The following definitions are used in the RFP:

* Client or District refers to Pewaukee School District.
* Bidder, Proposer, or Respondent refers to a firm, company or organization submitting a proposal in response to this RFP.
* WiFi, WiFi system, or system means the solution that the successful Bidder(s) responding to this RFP will be responsible for providing.

## 1.2 Data Network Infrastructure Configuration (WAN & Internet)

The District’s network consists of 4 buildings on a campus environment. All sites are connected via the District’s ethernet fiber network primarily connected via multimode fiber to the various buildings. In some cases closets are connected with OM3 fiber and in other its multimode fiber. A 1 Gbps connections to the internet via W-CAN is in place. All building are connected via fiber to Pewaukee High School MDF. Connections to IDF’s range from 1Gbs to 10 Gbs. Campus schools are connected to the district’s MDF in the High School through private fiber running between 1 Gbs to 10 Gbs.

Figure 1. PSD Wide Area Network

1. The district is connected to the Internet through a 1 Gbps owned fiber connection running to Waukesha County Technical School to the Waukesha Community Area Network (WCAN).

## 1.3 Data Center

1. The data center is located in the MDF at Pewaukee High School. This data center has redundant cooling and electrical/UPS systems. Core switching in the MDF is done with HP Comware 5900 series switches.

## 1.4 Data Network

1. The network is very reliable and has few issues. It has a high reliability of above 99.99%.
2. The network is primarily used for data, video and misc applications and internet access.
3. The infrastructure in each building consists of two (2) or more IDFs per building. The IDFs are connected by fiber to the MDF. Station cabling is either Category 5e or Category 6a UTP depending on the location. IDF interconnects are all multimode fiber or OM3 fiber running between 1 and 10 Gbs.
4. The network traffic volume on the servers is not formally tracked, but the environment has not had any major issues.

## 1.5 Logical Network

1. Multiple VLANS are used on the network. All buildings are segmented with multiple VLANs for better traffic management.
2. TCP/IP is used on the WAN and LAN.

## 1.6 Existing Devices

1. End User Devices
   1. The Pewaukee Schools is heavily invested in one to one student technology throughout the campus. Students grades 2 through 12 are 1:1 with computer technology. Grades 5K and 1st grade are 2:1 with technology devices currently. These devices primarily Acer Chromebooks. The district has approximately 3400 Chromebooks, 400 laptop computers and 450 Apple iPads on the wireless network. The wireless network also supports BYOD devices, personal telephones and tablets.
2. WiFi Devices
   1. The existing wifi network is an Aerohive wireless system with a total of 130 access points total in the four buildings. These are cloud managed. Ideally the wired solution will match the wired solution as to provide a seamless single vendor for support issues. Support for 802.3bt is desired between the access points and the switches.

## 1.7 Scope of Work

This project will involve simple hardware purchasing along with licensing for the Aerohive 650 access points.

## 1.7 Proposed System Locations

This project is intended to augment the existing Extreme Networks / Aerohive Networks access points in 3 locations due to construction:

* Pewaukee High School
* Asa Clark Middle School
* Horizon Elementary School

The district is soliciting simple hardware procurement and installation will be handled in-house by the PSD IT staff.

Additional information about each location can be found in Section 6 and in the reference attachments.

# 2 GENERAL CONDITIONS, QUALIFICATIONS, STANDARDS, & PROCEDURES

## 2.1 General Conditions

## 2.1.2 Indication of Amounts

Each bid shall have the amounts written in ink or type written. Any bid may be rejected if it contains any alterations or erasures.

## 2.1.6 Means of Submission

All bids must be submitted by the March 25, 2020 10:00 AM CST deadline. Bids received after the deadline will not be accepted and will be returned to the sender unopened. Bids shall be sent by commercial carrier or hand delivered to Pewaukee School District, 404 Lake St. Pewaukee, WI 53072. All proposals Category 2 E-rate Equipment Bid Internal Connections and Basic Maintenance of Internal Connections should be submitted in a sealed package and labeled, “Category 2 Wifi Access Points E-rate Equipment Bid - Internal Connections and Basic Maintenance of Internal Connections.”

The full name and address of the proposer will be clearly marked on the outside of the package.

Electronic versions may be sent to [murpmic@pewaukeeschools.org](mailto:murpmic@pewaukeeschools.org) however the district shall not be responsible for lost, misrouted, or undelivered submissions.

## 2.1.7 Proposal Response Requirements

Bidders are strongly encouraged to carefully respond to all aspects of this RFP, because this RFP is the foundation from which all quotes will be evaluated.

Each Bidder is required to submit the following articles in order to be considered a responsible Respondent:

* One (1) original of the Bid Response must be provided containing a narrative describing the proposed scope of services for the performance of this project, a list of equipment proposed with manufacturer and model numbers and itemized pricing, and any educational discounts.
* Copies of all applicable proposed agreements and/or contracts for proposed bid (Attachment #2).
* List of references for at least two (2) similar sized projects completed for schools during the past two (2) years in Wisconsin with name, address, email and phone number (Attachment #3).
* Completed E-rate Supplemental Terms and Conditions (Attachment #4).
* Brochures and equipment descriptions (Attachment #5).
* Signed Equipment Affidavit (Attachment #6).
* Warranty Agreements, (Attachment #7).
* A Bidder’s statement of exception outlining any exceptions it takes in the requirements of the RFP and explanation or a statement that no exceptions are being needed.
* Any additional supporting information which the Bidder wishes to include The RFP is designed to provide each Bidder the ability to discuss alternative solutions to the switching needs of the District. If the proposed system has additional capabilities, functions, or enhancements that are not mentioned as standard in the specification, provide a description and explain how they enhance or address K-12 education.
* The district reserves the right to opt out of the installation portion of this proposal and to simply purchases the hardware, at its own disgression.

The District reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this RFP, or derived by further investigation thereof. The District further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all proposals, to supplement, add to, delete from, or otherwise change this RFP if conditions dictate.

The District may seek clarifications from a Bidder at any time and failure to respond promptly may be cause for rejection. The District also reserves the right to consider those Bidders it determines shall provide the most advantageous services and to negotiate with one or more Bidders to develop contract terms acceptable to the District.

Proposals submitted in response to this RFP become the sole property of the District.

## 2.1.8 Timeline

Listed below are specific and anticipated dates and times of actions related to this RFP.

Milestone Anticipated Time Line

Deadline for clarification questions March 15, 20019.

Bidder proposals due March 25, 2020, 10:00 p.m. CST

Possible implementation timeline June 1, 2020 through August 14, 2020

## 2.2 Examination of Documents

Before submitting a quote, each vendor shall carefully read all documents. Each vendor shall fully inform themselves prior to submitting a quote as to all existing conditions and limitations under which the work is to be performed and they shall include in his quote a sum to cover the cost of all items necessary to perform the work as set forth in the documents. No allowance will be made to any vendor because of lack of such knowledge. Acceptance of any quote will be based on the assumption that the vendor fully understands the specifications and conditions, and accepts them without reservation.

## 2.3 Interpretation of Document Prior to Submitting a Quote

Upon release of this Request for Quotes (RFP) and until notice of contract award, all communications from proposers regarding this RFP shall be directed to Michael Murphy at murpmic@pewaukeeschools.org. It is the Bidder’s responsibility to understand and meet all requirements and specifications, seeking clarification as appropriate. If any person contemplating submitting a quote for the work is in doubt as the true meaning of any part of the documents, or finds discrepancies in or omissions from any part of the documents, he may submit a written request for an interpretation or correction thereof not later than March 15, 2020.

Requests may be submitted via email to Michael Murphy at [murpmic@pewaukeeschools.org](mailto:murpmic@pewaukeeschools.org) or via delivery to:

Pewaukee High School, 510 Lake St. Pewaukee, WI 53072 Attn: Michael Murphy

The person submitting the request will be responsible for its prompt delivery.

The District, or designee, shall distribute, to all parties known to the District to be interested in responding, all official changes, modifications, responses to questions, or notices relating to the requirements of this RFP. Answers to questions will be posted in a link located via a link on this page (<https://www.pewaukeeschools.org/Page/1615> ). All official changes, modifications, or notices relating to the requirements of this RFP will be posted also on the Universal Services Administration Corporation website. Any information from sources other than these shall not be considered official and Bidders relying on information from other sources do so at their own risk.

The School will not be responsible for any other explanations or interpretations of the documents.

## 2.4 Quote Specifications as Part of the Agreement

All elements of this document are considered to be part of the final agreement and supersede any conflicting language in the final agreement. The following items are included by reference in the final agreement.

## 2.4.1 Mutual Indemnity

The School shall indemnify, defend and hold the Contractor, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from: (a) a breach by the School of any term of this Agreement; or (b) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any misuse of the equipment provided as part of the project. The Contractor shall indemnify, defend and hold the School, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement.

Nothing herein shall require the Contractor to indemnify the School for any claim or any portion of any claim that arises from the School reckless, wanton, wrongful, or Category 2 E-rate Equipment Bid otherwise negligent acts of the School. Nothing herein shall require the School to indemnify the Contractor for any claim or any portion of any claim that arises from the Contractor’s reckless, wanton, wrongful, or otherwise negligent acts of the Contractor.

## 2.4.2 Limited Liability

Neither party will be liable to the other for any indirect, exemplary, special, punitive, consequential, or incidental damages or loss of goodwill, data or profits, or cost of cover. The total liability of either party for any reason, shall be limited to the amount actually paid to the Contractor by the School under this agreement applicable to the event giving rise to such action. The limits on liability in this section shall apply in all cases including if the applicable claim arises out of breach of express or implied warranty, contract, tort (including negligence), or strict product liability, and even if the party has been advised that such damages are possible or foreseeable.

## 2.5 Governing Law

This agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the state of Wisconsin without reference to the principles of conflicts of law thereof. The parties consent to the exclusive jurisdiction of the courts located in Waukesha County, Wisconsin for any action to enforce this agreement and the rights and obligations of the parties.

### 2.6 Award of Contract

The proposals will be reviewed by Pewaukee School District and scored on a weighted point scale. Points will be awarded for various aspects of the proposal. The weighting scoring will be done according to this table.

|  |  |
| --- | --- |
| **Category** | **Weighted Category Points** |
| Price | 35 |
| Other Pricing (non-erate eligible costs) | 5 |
| Technical Merit of meeting needs / solution offered | 20 |
| Prior Work with District / Familiarity | 20 |
| Technical Support Availability | 15 |
| Ongoing Costs / Support renewals | 5 |

## 2.6.1 Reduction in Scope

The District reserves the right to reduce the scope of the project by one or more sites as well as installation services.

## 2.6.2 When the Award Is Effectual

The contract shall be deemed to have been awarded when notice of award shall have been duly served upon the awardee (i.e., the Bidder or Bidders to whom the School contemplates awarding the contract or contracts) by some officer or agent of the School duly authorized to give such notice.

## 2.6.3 Withdrawal of Bids

Prior to Opening of Bid: Any Bidder may withdraw his Bid at any time prior to the scheduled time for receipt deadline.

After the submission deadline no bid shall be withdrawn without the consent of the District for a period of sixty (60) days after said opening.

## 2.7 Rejection of Bids

## 2.7.1 Right to Waive

The School reserves the right to reject any or all Bids in part or whole, and the right to waive any informality or irregularity.

## 2.7.2 Standard of Quality

The School reserves the right to reject any Bid, which in its opinion does not meet the standard of quality, established by documents.

## 2.8 Applicable Regulations and Standards

1. The Bidder’s personnel and subcontractors will abide by all of the District’s policies and administrative guidelines.
2. All standards, regulations, work rules, product specifications and workmanship practices listed will apply to this project unless otherwise approved by the District.

* National Electrical Code (NEC)
* Occupational Health & Safety Administration (OSHA) Standards
* American National Standards Institute (ANSI)
* Local Electrical and Safety Standards
* Underwriters Laboratory (UL)
* The Institute of Electrical and Electronics Engineers (IEEE)
* TIA/EIA 568-B Commercial Building Telecommunications Wiring Standards
* TIA/EIA 606 Building Infrastructure Administration Standard
* TIA/EIA 607 Grounding and Bonding Requirements
* Federal Energy Star standards related to the proposed equipment.

## 2.9 Proposal Evaluation and Bidder Selection

1. Pewaukee School District reserves the right to determine whether a Bidder is responsible and responsive, and has the ability and resources to perform the contract in full and to comply with the specifications. Pewaukee School District reserves the right to request additional information from the Bidder to satisfy any questions that might arise.
2. Pewaukee School District further reserves the right to reject any or all proposals or to issue an invitation for new proposals.
3. In submitting a quote/proposal, the Bidder understands that the District and its representatives will determine which quote/proposal, if any, is accepted. Bidder waives any right to claim damages, based on the selection process. All completed quotes/proposals and support documentation submitted become the property of the District and will be retained as required by State and Federal law.
4. While cost will be the most heavily weighted factor, the evaluation will also focus on the substance of the details provided in response to the requirements herein including but not limited to technical details, contract terms, experience, references, and adherence to the format provided. Pewaukee School District will evaluate Bidder proposals based on the completeness of their response, their ability to complete the work within a required amount of time, their past record in performing similar work, their ability to work with local staff, and the cost of their services and/or equipment.
5. In addition to the requirements above, responses may be rejected if the Bidder fails to perform any of the following:

* To adhere to one or more of the provisions established in this RFP
* To submit a complete response
* To demonstrate technical competence
* To submit a response before the deadline

1. Discussions may be conducted with responsible entities that have submitted proposals in order to clarify certain elements. Proposals shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision.
2. The proposal must be firm for acceptance for a period of 180 days, and prices quoted must be firm for the entire contract period.

# 3 E-RATE PARTICIPATION

The goods and services requested in these documents are part of the E-Rate filings for Funding Year 2020 for Pewaukee School District. The Bidder should reference FCC Form 470 as the establishing FCC Form 470 for this RFP.

Further information regarding the E-Rate program can be found at the Universal Service Administration Corporation (USAC) Website http://www.usac.org/sl/ .

Each Bidder must complete Attachment #4 - - E-rate Supplemental Terms and Conditions. Failure to submit a signed Attachment #4 will disqualify the Bidder.

## 3.1 Compliance with USAC’s Free Service Advisory

This offer is in full compliance with USAC’s Free Services Advisory. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate nondiscounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

## 3.2 STARTING SERVICES / ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than April 1, 2020

## 3.3 INVOICING

1. All invoices for the goods and services must originate from the Service Provider and be payable only to the Service Provider. Work done by subcontractors or others must be billed through the Service Provider.
2. Under no circumstances will the District be invoiced prior to July 1, 2020.

# 4 MANUFACTURER

## 4.1 Manufacturer Information

Provide information on the manufacturer of the proposed system including:

* Number of years manufacturing network equipment
* Headquarters location
* North American headquarters location; if different
* Market share of the system proposed
* Number of systems (as proposed) installed nationally
* Annual sales
* Number of employees

## 4.2 Proposed Equipment

1. State the manufacturer and model of the proposed equipment. The equipment must be the latest model and software releases available as of January 1, 2020. Should new products and/or software be announced prior to installation the Bidder is required to inform the District. The District shall maintain the right to substitute the new products for those proposed. The Bidder shall make any differences in cost known prior to the District’s decision.
2. Provide the date the equipment was introduced.
3. Provide the release date of the firmware and software proposed and the announced date of the next software release, if announced.
4. Provide the regularity of firmware and software upgrades and describe how these upgrades are applied, noting the District’s responsibilities and those of the selected Bidder.
5. If the equipment proposed in response to this "Request for Proposal" is not capable of performing all functions described in the specifications, an Exception Statement shall be supplied stating all features and functions to which the exception is being taken, and the effect of this exception.
6. Each Bidder shall submit with its proposal sales and technical information that completely describes the equipment covered by the proposal. Copies of all contracts shall be included in the proposal, including, but not limited to, sales, warranty, maintenance, etc.

## 4.3 Parts Availability

A written statement from the manufacturer must be included indicating the availability of parts for the expected six (6) year useful life of the proposed equipment.

## 4.4 Warranty Period

Clearly state the manufacturer’s warranty period during which service charges will not apply and what is covered. The period of the warranty will begin on the date of District acceptance, not the date of sale or installation.

# 5 BIDDER

In order to ensure the District will have the necessary information to select an appropriate Bidder/system, the Bidder must address each of the following issues:

* Confirm that your company is a authorized representative for the equipment you are proposing.
* Also provide information on any certifications/designations (i.e. Gold, Platinum Dealer) issued by the manufacturer to your firm or members of your firm.
* Provide information concerning the number of years in business and the number of years your company has been installing the proposed equipment.
* Include references, including contact name and telephone number, of at least two (2) systems installed by your office similar in size and application as Attachment #3.
* State the address of the service and repair center that will install the equipment and provide maintenance for the proposed equipment.

## 5.1 Insurance

1. The selected Bidder must have General Liability and/or Owners and Contractors Protective Liability Coverage - $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum general aggregate shall be no less than $2,000,000 per operation and/or location.
2. Worker’s Compensation insurance as required by the Worker’s Compensation statutes of the State of Wisconsin.
3. Unemployment insurance as required by laws of the State of Wisconsin.

## 5.2 Proof of Ownership

1. At the completion of this project, the successful Bidder must provide proof of ownership showing Pewaukee School District is the sole owner of record, and demonstrate that all warranty information is in the name of the District, and is appropriately documented with the equipment manufacturer(s) if the proposed solution involves purchasing.

## 5.3 Subcontractors

1. Those submitting quotes are advised that any person, company, business, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the District
2. The use of subcontractors must be listed in the proposal. The selected Bidder assumes responsibility for all services offered in the quote, whether or not supplied by a subcontractor. The District reserves the right to approve any subcontractors for this project. Each proposing Bidder must identify the name of and information (background and experience) about any subcontractors to be involved in this project. This includes a description of the work the subcontractor will perform.

## 5.4 Termination of Agreement

If, through any cause, the contracted firm fails to fulfill the obligations agreed to in a timely and proper manner, the District shall have the right to terminate the contract by notifying the firm in writing and specifying a termination date not less than thirty (30) calendar days in advance. In such event, the contracted firm shall be entitled to just and equitable compensation for any satisfactory work completed.

## 5.5 Background Checks

1. The selected Bidder, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to Pewaukee School District computer systems, either through on-site or remote access (collectively “Contractor Employees.”) Contractor Employees for the purpose of this requirement, include such temporary staff as office support, custodial service and third party Bidder interpreters and transcribers. The minimum background check process for any school district unit shall include, but not be limited to, the following checks

* State and County Criminal History, including Felony and Misdemeanors (for past seven year residence history.)
* National Sexual Offender Public Website (NSOPW). The background check must be conducted prior to initial access by Contractor Employees.
* Contractor Employees, who separate employment from the Contractor, must undergo another background check prior to renewed access to the school district. At any time, the school district also has the ability to audit a contractor’s background check process, to ensure compliance.
* Additionally, all Contractor Employees have the responsibility to self- disclose any misdemeanor or felony convictions that occur while assigned to the school district within three business days of the conviction or upon return to a school district assignment. The conviction must be reported to the Contractor, the Director of Operations, and the Assistant Superintendent for Human Resources within three days of learning of the conviction. If at any time it is discovered that any Contractor Employee has a criminal record that includes a felony or misdemeanor, the Contractor is required to inform the school district and the school district will assess the circumstances surrounding the conviction, time, frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether the Contractor Employee will be placed on a school district assignment. Pewaukee School District may withhold consent at its sole discretion. Failure of the Contractor to comply with the terms of this paragraph may result in the termination of its contract with Pewaukee School District.

6 Building Information

## 6.2 Building Details

The number of switches assigned to areas shown in this section are for budgetary estimating purposes only. In the event projects are not funded or the proposal for a given building exceeds the Category 2 pre-discounted budget, Pewaukee School District reserves the right to modify the scope of the project for that building or cancel the project for that building.

## 6.2.1 Pewaukee High School – Entity #60594

The Pewaukee High School is located at 510 Lake St. Pewaukee, WI 53072. PHS serves approximately 980 students in grade 9-12.

PHS consists of two floors. On the main floor there are several idf locations. The main closet has a chassis that supports 288 ports and 2-24 port switches. There is also an idf near the locker rooms that has 96 ports. On the second floor there is a main IDF with 288 ports. Near the music area there is another idf with 144 ports, and the gym area has a 48 port switch. All switches are fiber attached at 1 Gbs currently.

## 6.2.2 Asa Clark Middle School – Entity #60591

The Asa Clark Middle School is located at 472 Lake St., Pewaukee, WI 53072. ACMS serves approximately 430 students currently in grades 7 & 8.

ACMS consists of a main level and a second floor level. There are large resource areas and traditional classrooms on both levels. All locations are served from 2 adjacent IDF’s. IDF A has 288 ports in its switch while IDF B has 96 ports. Fiber currently attaches to IDF A and copper connects IDF B to A. Fiber has been run to IDF B but is not in use currently.

A new IDF will be put in to the building to support new classrooms space during the 2020-2020 school year. This location will be in close proximity to the HS MDF and should be able to be supported with Cat6a copper cabling for its interconnect.

## 6.2.3 Horizon Elementary School – Entity #60592

The Horizon Elementary School is located at 458 Lake St., Pewaukee, WI 53072. HE serves approximately 660 students in grades 4-6. The building is shaped in the shape of a capital E. Each finger of the E has an IDF. The 4th grade IDF will need 96 ports, the 5th grade is the densest closet and will need 288 ports, and the 6th grade will need 144 ports.

## 6.2.4 Pewaukee Lake Elementary School– Entity #60593

The Pewaukee Lake Elementary School is located at 436 Lake St., Pewaukee, Wi 53072. PLE serves approximately 1050 in grades K4-3. It consists of a one level building. PLE currently has 5 IDF’s. IDF A has the main fiber feed for the building. All other locations currently feed from this location. IDF A will need 192 ports, IDF B on the loading dock will need 192 ports and IDF C in 3rd grade will need 288 ports, and IDF D will need 96 ports.

# 7 SYSTEM SPECIFICATIONS

## 7.1 Access Point Specifications

Extreme Network / Aerohive Networks 650 access points

## 8.2 Project Timeline

The Bidder will coordinate with the District to determine the project time line and installation schedule. Installation would begin no earlier than June 1, 2020 or upon receipt of an affirmative Funding Commitment Decision whichever is later. No billing is allowed until after July 1 2020.

## 8.4 Disposition of Displaced Equipment

All equipment removed during the installation shall remain the property of the School and shall be returned to the School.

## 8.8 Disposition of Displaced Equipment

All components which are removed as part of the installation must returned to the I.T. department at PHS.

# 9 EQUIPMENT SUPPORT AND MAINTENANCE

Describe the options and annual cost for equipment support and maintenance such as firmware and software upgrades, and equipment repair beyond the warranty period. This description must include how diagnostic routines, minor system alarms, major system failures, and minor program changes are accomplished.

# 10 WARRANTY

A complete detailed warranty agreement must be provided as Attachment #7, “Warranty Agreements”.

## 10.1 Period of Warranty

The proposed solution must include a minimum warranty period of three (3) years on all parts and labor. If a longer warranty is proposed, it must identify the period and items covered. Warranty period commences at the time of acceptance of the entire proposed equipment by the School. The School shall define acceptance of this provision as the release of final payment to the vendor.

Within (3) three days after acceptance by the School, the vendor shall initiate the warranty period by formally transmitting to the School commencement notification of the period for all items accepted.

## 10.2 Advance Exchange Service

The proposed warranty must include advanced exchange whereby a replacement is sent prior to receipt of the defective item by the manufacturer.

## 10.3 “Dead on Arrival” Equipment

The vendor will be responsible for all costs associated with transporting so called “Dead-On-Arrival” equipment, defined as any item requiring warranty service prior to acceptance by the School, to and from the manufacturer for repair.

## 10.4 Warranty Surcharges

During the on-site warranty period, no surcharge will be paid for the technician going out of their service center area.

# 11 PRICING

Please indicate the assumptions you used to develop the pricing strategy, or any other part of your proposal.

## 11.1 Pricing

Bidders are requested to provide pricing for proposed equipment, management, support contracts, or other costs associated with the solution to this proposal.

## 11.2 Ineligible Services

Services which are ineligible for funding under the FY 2020 Eligible Services List must be identified and priced independently of those items which are eligible for E-Rate funding.

Please list all one-time charges and fees, such as for installation.

## 11.3 Length of Terms / Coverage

Bidders should indicate the duration of the support for equipment and any cost for renewals and when said renewal will come due.

# ATTACHMENT #2 - EXECUTION OF AGREEMENT

Attach copies of all applicable agreements and/or contracts for proposed bid.

NOTE: THE BIDDER TO WHOM THE CONTRACT IS AWARDED BY THE School SHALL WITHIN (10) DAYS AFTER NOTICE OF AWARD FROM THE School, SIGN AND DELIVER TO THE School ALL REQUIRED COPIES OF SAID AGREEMENTS OR CONTRACTS. THE School SHALL APPROVE ALL BONDS AND AGREEMENTS OR CONTRACTS BEFORE THE SUCCESSFUL BIDDER MAY PROCEED WITH THE WORK.

# ATTACHMENT #3 - BUSINESS REFERENCES

List a minimum of two businesses (at least one must be another School comparable to the Pewaukee School District) to which you have supplied the proposed equipment.

Please note: The above businesses will be contacted for reference.

Reference #1

Business / School :

Address :

City/State/Zip code :

Contact Name :

Nature and type of equipment provided :

Reference #2

Business / School :

Address :

City/State/Zip code :

Contact Name :

Nature and type of equipment provided :

Reference #3

Business / School :

Address :

City/State/Zip code :

Contact Name :

Nature and type of equipment provided :

# ATTACHMENT #4 - E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

## A4 - 1.0 E-RATE PARTICIPATION

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

The goods and services requested in these documents are part of the E-Rate filings for Funding Year 2020 for Pewaukee School District. The Bidder should reference FCC Form 470 as the establishing FCC Form 470 for this RFP.

Further information regarding the E-Rate program can be found at the Universal Service Administration Corporation (USAC) Website http://www.usac.org/sl/ .

## A4 - 1.1 SERVICE PROVIDER PARTICIPATION IN E-RATE PROGRAM

The Bidder must provide their E-Rate Service Provider Identification Number (SPIN) number on proposal in order to be eligible for consideration.

The Bidder must agree to comply with rules and regulations of USAC. Bidders must be familiar with billing methods and timelines associated with USAC.

The winning Bidder must complete the necessary FCC Form 471 templates required for each school/entity, i.e. Internal Connections, Basic Maintenance of Internal Connections, and Managed Internal Broadband Services.

## A4 - 1.2 CONDITIONAL ON E-RATE FUNDING

Bids and awards related to this RFP are subject to receiving approval for funding through the E-Rate process. In the event projects are not funded or the proposal for a given building exceeds the Category 2 pre-discounted budget, Pewaukee School District reserves the right to modify the scope of the project for that building or cancel the project for that building. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

1. This RFP is issued pursuant to applicable provisions of the District's Purchasing Policies and Procedures.
2. The District will not be liable in any way for any costs incurred by respondents in replying to this RFP.
3. The contracted firm shall not assign any interest in the contract and shall not transfer any interest without the prior written consent of the District.

## A4 - 1.3 SERVICE PROVIDER REQUIREMENTS

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

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx
3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an Category 2 E-rate Equipment Bid Internal Connections and Basic Maintenance of Internal Connections FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do
4. Products and services must be delivered and implemented before billing can commence. At no time may the Service Provider invoice before July 1, 2020.
5. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
6. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
7. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

## A4 - 1.4 SERVICE PROVIDER ACKNOWLEDGEMENTS

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district.
2. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential.
3. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
4. This offer is in full compliance with USAC’s Free Services Advisory http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

## A4 - 1.5 STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than April 1, 2020.

## A4 - 1.6 INVOICING

1. The Service Provider agrees to bill Pewaukee School District once the equipment is installed and completed.
2. This invoicing will not take place prior to July 1, 2020.

## A4 - 1.7 FCC/SLD AUDITABILITY

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

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

Service Provider Name:

Name Printed:

Signature:

Title:

Phone Number:

Email:

# ATTACHMENT #5 - BROCHURES AND SPECIFICATIONS

Provide brochures and detailed specifications of the equipment you are bidding for Base Bid I.

# ATTACHMENT #6 - EQUIPMENT AFFIDAVIT

The proposed Equipment that your Company, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company Name) is proposing is:

Check one

\_\_\_ NEW EQUIPMENT (all equipment in this proposal is new and is not reconditioned, refurbished, or remanufactured equipment).

\_\_\_ RECERTIFIED EQUIPMENT (if any equipment in this proposal is reconditioned, refurbished, or remanufactured equipment by OEM with full OEM warranty).

Signed by:

Category 2 E-rate Equipment Bid

Internal Connections and Basic Maintenance of Internal Connections

# ATTACHMENT #7 – Warranty Agreements

Please provide all warranty agreements for the proposed equipment.

# 

# REFERENCE #2 - Aruba / HPE Equipment Table

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | AH-AP-650-AX-FCC | Extreme Aerohive 650 Access Point | | AH-NGCS-SL-3Y | Extreme 3 year license | |

Other equipment manufactures can be proposed however it will be up to the Bidder to show equivalence.

EXCEL SUBMISSION DOCUMENT WITH QUANTITIES located at:

<https://www.pewaukeeschools.org/Page/1615>