

REQUEST FOR PROPOSAL

Date: November 22, 2023

From: **KENAI PENINSULA BOROUGH SCHOOL DISTRICT**
Purchasing Department
139 East Park Avenue
Soldotna, Alaska 99669
(907)714-8876

BID NUMBER: #108-24

BID DUE DATE: 4:00 P.M., Alaska Time, January 26, 2024

CLASSIFICATION: E-Rate Telecommunication Services

DELIVERY DATE: Within the timeframe beginning July 1, 2024 to no later than June 30, 2025, unless contracted differently

All bids submitted must remain valid for a period of 60 days (unless otherwise specified). Purchase is contingent upon receiving E-Rate subsidy

If you are eligible for KPBSD Local Bidder Preference you must include the following information:

Kenai Peninsula Borough Sales Tax Account Number: _____

Kenai Peninsula Borough Personal Property Tax Account Number: _____

YOU MUST BE CURRENT IN ALL PAYMENTS OF THE ABOVE.

FOR BUYER: Colton Hayes
COLTON HAYES, Buyer

FOR SELLER: Business Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Manual or E-Signature of Bid Manager: _____

Printed Name of Bid Manager: _____

Date Returned: _____

**** THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID SUBMISSION ****

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
139 East Park Avenue
Soldotna, Alaska 99669-7553

INSTRUCTIONS TO BIDDERS

The Kenai Peninsula Borough School District, Purchasing Department (hereinafter also KPBSD or District), invites the submission of Bids to provide E-Rate Telecommunication Services to the District in accordance with the following Instructions to Bidders.

The District reserves the right to negotiate the terms and conditions of any contract entered into as a result of accepting any bid submitted by the successful Bidder(s). We will be seeking, at minimum, a 12-month contract term, 7/1/2024 through 6/30/2025.

Any interested party may obtain a copy of the Request for Proposal from the Kenai Peninsula Borough School District website at www.kpbsd.k12.ak.us/Erate or from the Purchasing Department, 139 East Park Avenue, Soldotna, AK 99669, and (907)714-8876.

To be considered for award, one (1) original of the bid must be received by the KPBSD Purchasing Department, 139 East Park Avenue, Soldotna, AK, 99669, no later than 4:00 p.m., Alaska Time, January 26, 2024. Each bid must be submitted in a single sealed envelope or package marked on the outside **“E-RATE Telecommunication Services; Bid #108-24; Due: NLT 4:00 p.m., Alaska Time, January 26, 2024**

Bids delivered by fax or by electronic means are not acceptable and will not be considered.

GENERAL INSTRUCTIONS AND INFORMATION:

A. NON-DISCRIMINATION

Each bidder, in submitting bids, certifies that if awarded a contract resulting from this bid they as the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. The contractor will take affirmative action to insure that applicants/employees are fairly treated. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. OCCUPATIONAL SAFETY AND HEALTH WARRANTY

Bidder, if awarded a contract, warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, OL 91-596) and all amendments thereto and the State of Alaska Occupational Safety & Health Act of 1973 and all amendments thereto. In the event the product sold does not conform to the OSHA standards and/or regulations, the buyer may return the product for correction or replacement at the seller's option and at the seller's expense or by buyer at seller's expense in the event seller fails to make the appropriate correction within a reasonable time.

C. COMPLIANCE

Bidder, if awarded a contract, shall comply with all State, Federal and local laws, regulations or orders applicable to the purchase, manufacture, processing and delivery of the merchandise. Successful bidder(s) shall certify in the following or substantially equivalent words on the invoice or other appropriate document: “We hereby certify that the goods covered by this invoice were produced in compliance with all applicable requirements of the Fair Labor Standards Act as amended, including Section 6 and 12 thereof, and of the regulations and others of the U.S. Department of Labor under Section 14 thereof”.

D. BRAND

Brand names and manufacturer's number(s) furnished are the identification of the product required. Notation will be made for each item listed if alternates will not be considered. If an alternate is bid/proposed, complete descriptive literature sufficiently detailed for evaluation must accompany the bid. Failure of the bidder to include complete descriptive literature of alternate brands offered may be cause for rejection of their bid. The Kenai Peninsula Borough School District reserves the rights to determine what products are equivalent or equal in the event a substitute is considered.

E. EQUIPMENT

All product bids must be new (not remanufactured, rebuilt, or previously owned) No gray market product will be accepted. If a brand/manufacturer requires vendors to qualify with them prior to selling their product, the District will purchase only from the vendors that the brand/manufacturer approves as an authorized reseller.

F. PRICING

1. All prices quoted shall be net and must be F.O.B. Soldotna, Alaska, Kenai Peninsula Borough School District Warehouse. Quote unit prices only, unless otherwise specified in the bid document.
2. Minimum quantity or dollar amounts, on certain brands quoted, will not be accepted.
3. All submitted pricing must remain valid until June 30, 2024 for equipment unless otherwise specified.
4. Prices must include all federal, state, and local taxes when applicable as most taxes are eligible for subsidy under the E-Rate program. The bidder shall be responsible for submitting their sales and/or use tax number on page one (1) of this RFP.

G. CASH DISCOUNTS

All bid prices must be net. Cash discounts quoted for prompt payment of invoices will not be considered as a factor in the awarding of bids.

H. DELIVERY

1. Within the timeframe beginning no earlier than July 1, 2024 to no later than June 30, 2025 and not without an official Purchase Order from the District. Such notification will depend on successful E-Rate funding award.
2. **Vendor may become ineligible for future bids unless all items are delivered within the specified time.**

Extenuating circumstances to be given consideration in all above.

3. **All deliveries shall be F.O.B. Kenai Peninsula Borough School District Warehouse, 139 E. Park Avenue, Soldotna, Alaska, 99669; unless otherwise specified in the bid document.**

I. SAMPLES

Samples and/or specification sheets must be furnished at no charge when requested and when bidding brands other than specified or where noted. All articles must be in strict conformance with the quality of the samples submitted and the requirements of the specifications. Samples will not be returned.

J. FEDERAL EXCISE TAXES

The School District is exempt from the Federal Excise taxes. Exemption Certificate will be furnished when required.

K. BIDS

1. It is the sole responsibility of the bidder to have its bid received by the District Purchasing Department prior to the time of the scheduled bid due date and time. Bid(s) will be marked with the date and time of receipt. Late Bids shall

not be considered and shall be returned to the bidder, unopened and marked with the date and hour of receipt, per School Board Policy, AR 3311, Bids. No responsibility will attach to any officer or agent of the District for the premature opening of, or the failure to open, a bid not properly addressed and identified.

2. One or more addenda to the Request for Proposal may be issued by the District after the RFP process is opened. A copy of any addendum issued by the District must be signed by the bidder and submitted along with its bid. While the District will make reasonable efforts to notify bidders of any addenda, it is the sole responsibility of the bidder to verify whether any addenda have been issued. Bidders should check the District website to ascertain if any addenda have been issued.

3. Bidders should read this Request for Proposal carefully and review all instructions contained herein. Incomplete or incorrect Bids may be rejected as not conforming to the essential requirements of the RFP.

4. This request implies no obligation on the part of the District. Award of this Request for Proposal is contingent upon the availability of funds. The District reserves the right to reject any and all bids and to act in the best interest of the Kenai Peninsula Borough School District.

5. No oral interpretation will be given on any part of the RFP documents. Any bidder in doubt as to the true meaning of any part of this RFP may submit a written request for an interpretation thereof. Two types of questions generally arise. One may be answered by directing the bidder to a specific section of the RFP. These questions may be answered by direct communication to the bidder submitting the question. Questions which, in the opinion of the Head Buyer, require a more detailed or complex reply, or require an answer that may affect responses to this RFP or may be prejudicial to other prospective bidders, will be answered by issuing an addendum. Questions must be received by the District Purchasing Department no later than 4:00 p.m. Alaska Time, January 10, 2024. Any addendum resulting from submitted questions will be posted to the District website 10 days before the due date. It is the bidder's responsibility to check the website frequently prior to submitting their bid. Questions must reference the bid number and can be delivered as follows:

Re: RFP #108-24 E-Rate Telecommunication Services

Fax: 907-262-7165

E-mail: Chayes2@kpbsd.k12.ak.us & BIDS@kpbsd.k12.ak.us

Mail: Kenai Peninsula Borough School District Purchasing Department
139 E Park Avenue
Soldotna, AK 99669

6. If a bidder fails to notify the District of a discrepancy, defect, ambiguity or other error in the RFP, their bid shall be submitted at the bidder's own risk and should the bidder's submission, in whole or part, be deemed the winning bid, the bidder shall not be entitled to additional compensation or other consideration by reason of the discrepancy, defect, ambiguity or other error, or its later correction or clarification. Protests based on any discrepancy, defect, ambiguity or other error in the solicitation will be disallowed if the fault has not been brought to the attention of the District, in writing at least ten (10) days prior to the date set for submission of Bids. If such date falls on a weekend or holiday, the deadline shall be the last business day before the weekend or holiday.

7. All Bids and Addenda must be manually signed. A bid may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the bid must be clearly shown immediately below the signature.

8. Each bidder understands and agrees that it submits its bid at its own risk and expense and releases the District from any claim for damages or other liability arising out of the Request for Proposal and award process, including but not limited to: bid preparation costs and costs associated with any challenge (administrative, judicial or otherwise (including attorney fees)) to the determination of the winning bid and/or rejection of Bids. No obligation of any sort is created nor may liability, financial or otherwise, be asserted against the District, its Board, Board members, employees, agents or insurers as a result of this Request for Proposal. By submitting a bid, each bidder agrees to be bound in this respect.

9. Bids may be withdrawn on written request delivered to the District Purchasing Department (fax is acceptable) prior to the time specified for submittal. Bids not withdrawn prior to the specified time may not be withdrawn for a period of sixty (60) calendar days after the time for receipt of Bids.

10. All Bids must comply with these instructions.

11. All Bids must be submitted on the forms provided by the District, or if none are included, in accordance with the requirements of the RFP.

12. Bidders must comply with all of the terms of this RFP, and all applicable local, state, and federal laws, codes and regulations. The District may reject any bid that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP and any bid which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.

13. Bidders may not qualify a bid nor restrict the rights of the District. If a bidder does so, the District may determine the bid to be non-responsive and the bid may be rejected. If the District fails to identify or detect supplemental terms or conditions in a bid that conflict with those contained in this RFP or that diminish the District's rights under any award resulting from this RFP, the term(s) or condition(s) will be considered null and void.

14. The District shall have the authority to waive irregularities on any and all Bids, except that timeliness and manual signature requirements shall not be waived, when deemed to be in the best interest of the District.

15. The District reserves the right to reject any or all Bids, consider alternates and waive formalities in RFP procedures as is in the best interest of the Kenai Peninsula Borough School District.

16. The District reserves the right to select final quantities and product based on total cost and cost itemization.

17. The apparent low bidder(s) may be required, if deemed to be in the best interest of the District, to submit written verification of their ability to fill any order(s) subsequent to this RFP in accordance with the specifications and delivery time line established in this bid document, prior to final award.

18. Once the bid has been awarded and subsequent purchase orders have been issued, if the low bidder cannot fill the purchase orders in accordance with the specifications of the RFP, the District may vacate that award, cancel any affected purchase orders, and issue new purchase orders to the next lowest responsible bidder.

L. **AGGRIEVED BIDDERS**

Appeal Process for Aggrieved Bidders/Proposers for Contract Awards at \$25,000 or greater, KPBSD School Board Policy AR 3311, Bids:

Appeal to Superintendent

Any party bidding or submitting a proposal for a contract or purchase order with the District for \$25,000 or greater may appeal to the Superintendent in writing, personally received at the District Purchasing office, within three (3) business days of the date of notice of intent to award a contract. The appeal may be hand delivered, by mail, or by facsimile and must comply with the requirements of this section.

Contents of Appeal

A written appeal shall, at minimum, contain the following:

- a. The name, address, and telephone number of the interested party filing the appeal;*
- b. The signature of the interested party or the interested party's authorized representative;*
- c. identification of the proposed award at issue;*
- d. A statement of the legal or factual grounds for the appeal;*
- e. Copies of all relevant documents; and*
- f. A fee of \$300.00 shall be paid to the District and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the Superintendent.*

Rejection of appeal

The purchasing officer shall reject an untimely or incomplete appeal or an appeal filed without timely payment of the required fee.

Stay of Award

If a timely and complete appeal is filed with the fee, the award of a contract or purchase order shall be stayed until all administrative remedies have been exhausted, unless the Superintendent determines in writing that award of the contract or purchase order pending resolution of the appeal is in the best interest of the District.

Notice and response

Notice of the stay and appeal shall be delivered to any party who may be adversely affected by the Superintendent's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

Superintendent's decision

The Superintendent shall issue a written decision to the appellant within ten (10) business days of the date that the appeal is filed. If multiple appeals have been filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided as requested.

M. PUBLIC RECORDS CLAUSE

This Request for Proposal and the resulting Bids received will be kept confidential until the resulting award has been announced. All the Bids, together with copies of all documents pertaining to the award of this RFP, will be kept by the Purchasing Department and made a part of the record. Following award of the RFP, the Bid record will then become public information.

N. LOCAL PREFERENCE CONDITIONS

School Board Policy AR 3311 states:

KPBSD intends to give preference to local residents, businesses, contractors, producers and dealers to the extent consistent with the law and best interest of the public.

The district purchasing officer shall purchase from the lowest qualified, responsive, and responsible bidder or business. When bids or quotes are within 5% of being equal, preference may be given to local businesses if it is determined by the superintendent to be in the best interest of the district. For the purpose of this policy, a local business is defined as: any business or company having a physical presence in the borough, registered in the borough to collect sales tax, and locally provides the products and services sought. The 5% policy may be applied to all purchases up to \$25,000.00.

Note: Local Bidder Preference does not apply where the provisions of an applicable statute, regulation, or grant prohibit local bidder preference.

Local Bidder Preference will not be considered in this E-Rate bid.

O. CONTRACTOR'S VIOLATIONS OF TAX ORDINANCES

School Board Policy BP 3311 states:

No contract or purchase order shall be awarded to any individual or business that is found to be in violation of the Kenai Peninsula Borough Code of Ordinances in the several areas of taxation which is not remedied within ten (10) days of notice.

Any contract can be terminated for cause if it is determined that the contractor is in violation of any taxation ordinance and if such violation is not remedied within ten (10) days of notification by regular mail. If the delinquency arises due to non-filing of sales tax, no payment will be made to the contractor until all filings have been made and all amounts due are remitted.

The District will remit any amounts owed by its contractor(s) to the Kenai Peninsula Borough for delinquent Borough taxes against any amount owing to the contractor(s) under a contract between the District and the contractor(s).

P. RESPONSE REQUIRED

Your response, whether you are bidding or not, is our only indication of interest in District business. To assure continued receipt of Invitations when not bidding, return only the cover sheet with the statement “NO BID” on its face and the name of the firm. Continued failure to do so will result in automatic removal of your firm from the commodity listing selected for this RFP. Failure to respond to three (3) bids/Bids may result in being removed from the District’s bid list.

Q. VENDOR SELECTION CRITERIA

1. A committee, consisting of representatives from the Kenai Peninsula Borough School District, will review and evaluate proposals determined to be qualified and responsive in order to select the best proposal.

2. The evaluation committee will formulate a numerical score for each proposal submitted based on the following criteria:

3. a-g is the evaluation criteria for the following services ONLY: Part 1 Data Services:

a. Lowest cost per service proposed. Total cost will take into effect differing criteria for different goods and services. If exact bandwidth tiers are unavailable when comparing two proposals for services delivered at varying bandwidth tiers (e.g. one at 20Mbps and one at 25Mbps), comparisons for the portion of the cost derived from bandwidth levels will be made on a “per-Mbps” cost evaluation. (Lower cost = higher point value) (Maximum score = 20).

b. Service Level Agreement (SLA). Points in this category will be awarded based on provisions of the SLA attached to the service proposed. Factors considered include, but are not limited to, metrics such as uptime guarantees, latency/jitter specifications, response time, support access to dedicated Network Operation support, remedies to District for services that fail to perform to SLA, etc. (Higher service level guarantees = higher point value) (Maximum score = 15)

c. Value. There is additional benefit to the district by choosing this product or service over competitor. Vendor’s proposal provides higher level of service, additional service, higher bandwidth, more optimal network hub delivery location, advantageous contract terms, or some additional benefit deemed of value as determined by the committee. (Higher value to district = higher point value) (Maximum score = 15)

d. Lowest Implementation Cost to School District. Cost to District of implementing this proposal. Estimated employee or other cost to implement this service provider will be considered. General ease of implementation. (Lower implementation cost = higher point value) (Maximum score = 15)

e. Technical/Logistical Feasibility. Demonstration by respondent that solution is technically feasible. Upon request, provider is able to demonstrate that solution has, at minimum, passed preliminary evaluations for engineering, permitting, or other regulatory concerns, and the proposed solution is technically and logistically feasible. (Maximum score = 15)

f. Previous Satisfaction with vendor. General rating of District experience with vendor, including processes, services, staff, and billing systems. (Highest satisfaction = highest point value) (Score -5 to +5)

g. Service is fully E-Rate subsidized. Service with the least ineligible cost allocation or with the least ineligible taxes or fees is desirable. It can be time-consuming and costly to remove ineligible taxes and fees buried in invoices. (Less ineligible = higher point value) (Maximum score = 5)

R. CERTIFICATION

1. By submission of this proposal the bidder certifies:

- a. The bidder has not paid or agreed to pay any person, other than a bona fide employee of your company, a fee or brokerage resulting from the award of this contract.
- b. The prices quoted in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other bidder.
- c. The bidder will comply with all applicable legal provisions as set forth in the Alaska Statutes, as well as all federal, FCC E-Rate program, state, borough and school district regulations, and understands these provisions are part of any contract awarded to them.

S. IMPLEMENTATION OF SERVICE

The successful bidder is not to deliver equipment or service prior to July 1, 2024 and not without written notification from the district to order equipment. Such notification may depend on successful E-Rate funding award. For purposes of E-Rate, services shall be invoiced via the Form 472 BEAR process, unless otherwise mutually agreed by both the Kenai Peninsula Borough School District and service provider.

T. CONTRACT TERM

1. It is the intent of the Kenai Peninsula Borough School District to enter into agreements for services commencing July 1, 2024 and ending June 30, 2025. Longer terms may be possible if so stated on the specification sheet describing the service.
2. If the bidder requires the District to sign a specific contract, then a copy of the contract MUST be included with the proposal. (At minimum, a DRAFT copy of the contract).
3. A contract will not be entered into unless the vendor has a FCC Service Provider Identification Number (SPIN) and a current Service Provider Annual Certification (SPAC) Form 473 filing.

U. INVOICES/PAYMENT

1. For those purchases generated by a purchase order, the purchase order number must be on all invoices to ensure fast processing. Invoices shall be submitted to the Kenai Peninsula Borough School District, Accounts Payable Department, 148 North Binkley Street, Soldotna, Alaska 99669.
2. Payment will be made only after submission of proper invoices as required by the District and within applicable state law.
3. Payment of any invoice shall not preclude the District from making claim for adjustment on any item or service found not to have been in accordance with general conditions and specifications.
4. Invoices must accurately reflect services delivered and must be submitted for payment in the proper E-Rate year. The vendor must act in such a manner so as not to disallow the district the opportunity to file for E-Rate subsidy.

V. AWARD

This RFP will be awarded Line by Line unless otherwise noted in the specifications.

SPECIFICATIONS COVER SHEET

The Kenai Peninsula Borough School District is requesting competitive proposals for Telecommunications Services under the FCC E-Rate program under RFP #108-24.

This Request for Proposal not only seeks pricing on goods or services but the information contained in the vendor proposal is designed to provide us with necessary information required for the district's Funding Year 2024 E-Rate application. After proposals are opened, vendors may be contacted for clarifying information or requested to provide additional information, if necessary, for bid comparisons or E-Rate applications. Inability to provide the necessary information, including your SPIN number, in a timely manner may be cause for disqualification.

Pursuant to USAC/FCC regulation, we expect pricing consistent with the "Lowest Corresponding Price (LCP)" rules, defining LCP as the lowest price that a service provider charges nonresidential customers who are similarly situated to KPBSD, the applicant, for similar services.

Unless otherwise specified, the specification sheets are designed for you to just write your prices in the "Cost per Unit" column, write any installation costs associated with the service in the "Non-recurring" column, and enter N in the "enter N in the cell if Not eligible for E-Rate subsidy" column (this column only provided on services where ineligibility is potentially an issue).

Vendors who have previously not followed proper E-Rate procedures in dealing with the District, USAC, or the FCC may be disqualified.

If we are not able to independently confirm at time of award, we may ask the successful bidder to provide documentation verifying that:

Successful bidder has a current Service Provider Identification Number in the FCC E-Rate Program.

Successful bidders have a current SPAC Form 473 on file with USAC.

Successful bidders can provide verification that your company is not in violation of the federal Anti-Deficiency Act (not on the FCC Red Light List).

We anticipate requiring reimbursement through the BEAR Form 472 on all E-Rate transactions but reserve the right to elect SPI (Service Provider Invoicing) if so desired by KPBSD. Providers unwilling or unable to support both billing methods may be considered non-responsive.

In the event that a substantial change to the Request for Proposal is necessary, the 28-day E-Rate competitive bidding timeframe may start over and that could then extend the closing date of the RFP. Such a circumstance will be noted in the Addenda on the website.