ANGÉLICA INFANTE-GREEN Commissioner

DR. JAVIER MONTAÑEZ Superintendent



Providence Public School District Purchasing Department 797 Westminster Street Providence, RI 02903-4045 tel. 401.456.9264 fax 401. 456.9252 www.providenceschools.org

REQUEST FOR PROPOSALS

ITEM DESCRIPTION: E-RATE PRODUCTS AND SERVICES PROGRAM YEAR 26 (7/1/23-6/30/24)/PROVIDENCE SCHOOL DEPARTMENT/TECHNOLOGY

DATE TO BE ADVERTISED: Monday, December 5, 2022

DATE AND TIME TO BE OPENED: Thursday, January 12, 2023, 1:00 PM EST

PRE-BID CONFERENCE (IF APPLICABLE): Thursday, December 15, 2022, 10AM-11AM EST (VIRTUAL) <u>Bidders must contact Brian Wilson (brian.wilson@ppsd.org) by December 13, 2022, 12PM EST to register for the virtual pre-bid conference</u>

WALKTHROUGH (MANDATORY): Tuesday, December 20, 2022, 9:00 AM EST

SUBJECT MATTER EXPERT (NAME): Molly Hannon, Director of Purchasing

SUBJECT MATTER EXPERT (EMAIL): molly.hannon@ppsd.org

QUESTION DEADLINE: Thursday, December 22, 2022, 12:00 PM EST

Questions will be answered via addendum posted on www.providenceschools.org and BidNet Direct on or after December 27, 2022

Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the Item Description shown above on the outside of the envelope. The proposal envelope and any information relative to the proposal must be addressed to:

Purchasing Department, Suite 206 ATTN: Molly Hannon 797 Westminster Street Providence, RI 02903

- 2. Bidders must include at least one original, one copy, and a digital PDF copy on a flash drive.
- 3. Proposal responses must be in ink or typewritten.
- 4. Bidders are advised that all materials submitted to Providence Public Schools for consideration in response to this Request for Proposals shall be considered to be public records as defined in <u>R.I. General Law Section 38-2 et seq</u>, without exception, and may be released for public inspection. All proposals submitted become the property of Providence Public Schools.
- 5. Bid proposals that are not present in the Providence Public Schools Purchasing Department at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.
- 6. Questions regarding this request for proposals must be submitted to the Subject Matter Expert via email by the question deadline listed above. Questions will be answered via addendum to be posted publicly on the Providence Schools website. Bidders are responsible for checking the website for all addenda distributed in response to questions and requests for additional information.

Notice to Vendors General Terms

- 1. Providence Public Schools reserves the right to award the contract on the basis of the lowest responsible evaluated bid proposal.
- 2. In determining the lowest responsive evaluated bid proposal, cash discounts based on preferable payment terms will not be considered.
- 3. No proposal will be accepted if it is made in collusion with any other bidder.
- 4. Providence Public Schools reserves the right to award to a single vendor, to split the award between multiple vendors and to reject any and all proposals. Unless otherwise specified, Providence Public Schools reserves the right to make the award by item or items or by total as may be in its best interest.
- 5. As Providence Public Schools is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 6. In case of error in the extension of prices quoted, the unit price will govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.
- 7. Awards shall be subject to the General Terms set forth herein, which terms shall be deemed accepted by the Bidder upon submission of the bid proposal, subject to the provisions of this paragraph, and shall be further deemed to be incorporated into the contract upon issuance of the award. Any proposed exceptions, modifications, or deviations from the terms, conditions, and specifications contained herein must be listed and fully explained on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids. Such proposed exceptions, modifications, or deviations shall be an additional variable for consideration by the Providence Public School District in addition to vendor qualifications, price, quantity, and/or scope of services. In all cases not indicated by Bidders as an exception, modification, or deviation, it is understood that the terms, conditions and specifications of the Providence Public School District shall apply. No exception, modification, or deviation shall be deemed accepted, approved, or otherwise incorporated into the contract unless expressly set forth in the award notice.
- 8. Proposals must meet the attached specifications. Bids may be submitted on an "equal in quality" basis. Providence Public Schools reserves the right to decide equality and determine whether bids are responsive. Bidders must indicate brand or make offered and submit detailed specifications if other than brand requested.
- 9. A bidder who is an out of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Law <u>Section 7-1.2-1401</u> et seq. as amended)
- 10. Delivery dates must be shown in the bid. If no delivery dates are specified, it will be assumed that an immediate delivery from stock will be made.

- 11. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
- 12. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law <u>Section 37-13-1</u> et seq. as amended).
- 13. All proposals will be disclosed at the opening date and time listed above. After a reasonable lapse of time, tabulation of proposals may be viewed on the Providence Public School's website (https://www.providenceschools.org/Page/4634).
- 14. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
- 15. No goods should be delivered and no work should be started without a Purchase Order from Providence Public Schools.
- 16. Prior to commencing performance under the contract, the successful bidder (the "Contractor") shall attest to compliance with provisions of R.I. General Law <u>Section 28-29-1</u>, et seq. If exempt from compliance, the Contractor shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
- 17. Prior to commencing performance under the contract, Contractor shall, submit a certificate of insurance, in a form and in an amount satisfactory to Providence Public Schools.
- 18. The Contractor will not be permitted to: assign or underlet the contract; or assign either legally or equitably any monies or any claim thereto without the previous written consent of the Director of Purchasing.
- 19. The Contractor shall not be paid in advance.
- 20. The contract shall be in effect from the date of award through **June 30**, **2024** or for such other duration as may be agreed to in writing and signed by the parties, unless terminated by either party at any time, with or without cause.
- 21. In the event of termination by District or the Contractor prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
- 22. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications.
- 23. The Contractor must conduct a criminal background check, at the Contractor's expense, of all employees employed under the contract who interact with students, except District employees.

The Contractor shall provide a copy of the background check report(s) to the District, upon request.

- 24. The Contractor is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
- 25. The Contractor understands products produced as a result of the contract are the sole property of the District and may not be used by the Contractor without the express written permission of the District.
- 26. The Contractor agrees to hold District and the City of Providence harmless from any and all damages incurred by District or the City by reason of the Contractor's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.
- 27. The contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party. Notwithstanding the foregoing, and subject to the provision concerning exceptions, modifications, or deviations set forth in Paragraph 7 hereinabove, the General Terms shall not be modified or amended in any way by subsequent agreement. In the event of a conflict between the General Terms and any subsequent modification or amendment to the contract, the General Terms shall control.
- 28. The Contractor expressly submits itself to and agrees that all actions arising out of or related to the contract or the relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island.
- 29. District agrees and acknowledges that Company and its licensors own all intellectual property rights in and to the Products including, without limitation, all trademarks, trade names, service marks and copyrights in the Products and all underlying software programs and related documentation. District agrees and acknowledges that District and any school shall not acquire any right, title or interest in or to any Company's intellectual property (IP), including, without limitation, software, trademarks, copyrights and other intellectual property of Company and no other rights are granted by Company to the District or any school in Company's IP by implication, estoppel or otherwise. District further acknowledges and agrees that Company shall continue, during the term hereof, to expand and modify its Products, in its sole discretion.
- 30. Data and Release (Representations and Warranties):
 - a. In connection with Company's provision of the Products to District and to allow for the proper functioning and purpose of the Products, the District agrees to and shall release certain data to the Company and agrees to permit the Company to collect certain data from District's users of the Products (collectively, "*Data*"). Certain of this Data may be subject to the Family Educational Rights and Privacy Act ("*FERPA*") (20 U.S.C. § 1232g; 34 CFR Part 99), in which case it will be known as FERPA Data ("*FERPA*")

Data"). Certain portions of the Data may be considered Personally Identifiable Information ("Personally Identifiable Information"). De-Identified Data ("De-Identified Data") is data generated from usage of Company Products from which all Personally Identifiable Information has been removed or obscured so that it does not identify an individual student and there is no reasonable basis to believe the remaining information can be used to identify a student. For the purposes of this agreement De-Identified Data will not be considered Personally Identifiable Information and, thus, shall not be deemed FERPA Data, as defined above, or COPPA Data, as defined below. Personally Identifiable Information may be collected from students under the age of 13 during the normal course of such students' use of the Products and thus may be subject to the Children's Online Privacy Protection Act, in which case it will be known as COPPA Data ("COPPA Data"), but with respect to both COPPA Data and FERPA Data, such Data may only be used for the purpose of facilitating and enhancing the use and functionality of the Products and in connection with Company's providing the Products to District and its users. Company will access, use, restrict, safeguard and dispose of all FERPA Data and COPPA Data related to this Agreement in accordance with FERPA and COPPA, respectively. Notwithstanding such release or collection, the FERPA Data, COPPA Data, and Personally Identifiable Information remain the property of the District.

- b. Company in providing Products to the Customer may use external service providers as required to facilitate a variety of operations, known as Third Party Service Providers. Outsourced operations may include, but are not limited to: web hosting, assisting with providing customer support, database reporting, analytics, and assisting with marketing or billing. As a result of this relationship, Third Party Service Providers may have access to Personally Identifiable Information. Company Partners are obligated to take appropriate commercially reasonable steps to maintain the confidentiality of all District information they receive in connection with Company Product and are subject to other legal restrictions that prohibit the use of District information for any purpose other than that described below for specific Company purpose. Any data exchanged with Third Party Service Providers will be deleted or transferred, per District request, when no longer needed, or at contract expiration. Company Partners should be submitted when bidding.
- c. Company assures that data is secured and protected in a manner consistent with industry standards at a minimum and has attached documentation reflecting Company's existing data privacy and security guidelines and/or policies. The guidelines and/or policies will apply to both Personally Identified Information and De-Identified Data. Company's use of Personally Identifiable Information shall be for the exclusive use of the District and/or third parties identified and approved by the District. Company may use De-Identified Data for the following purposes: to improve the Product, to demonstrate the effectiveness of the Product, and for research or other purposes related to developing and improving the Product. Company's use of such De-Identified Data may survive termination of this Agreement.
- d. "Personally Identifiable Information" or "*PII*" means information provided to Company in connection with Company's obligations to provide the Products under the Agreement

that (i) could reasonably identify the individual to whom such information pertains, such as name, address and/or telephone number or (ii) can be used to authenticate that individual, such as passwords, unique identification numbers or answers to security questions or (iii) is protected under Applicable Laws. For the avoidance of doubt, PII does not include aggregate, anonymized data derived from an identified or identifiable individual

- e. District represents and warrants that:
 - any such FERPA Data released to Company has been released pursuant to, among other things, a limited exception under FERPA acting for the District as a "School Official" with a legitimate educational interest for the purposes of providing the Products; and
 - ii. District has complied fully with FERPA and, among other things, has specified at least annually in a FERPA notification to parents/guardians that it uses outside contractors/consultants as "School Officials" to provide certain institutional services and functions such as those set forth in this Agreement.
- f. Company shall function as a school official of the District and agrees to the following conditions, as required by 20 U.S.C. Section 1232g and 34 C.F.R. Section 99.31:
 - i. Company is performing a service or function for which the District would otherwise use employees;
 - ii. Company is under the direct control of the District with respect to the use and maintenance of education records;
 - iii. Company is subject to the requirements of 34 C.F.R. Section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records; and
 - iv. Company represents that it has the knowledge, skill and resources necessary to provide and maintain a web-based educational product or platform that is sufficiently secure and encrypted to protect confidential information.
- g. Company and District each represent and warrant that any COPPA Data and FERPA Data released and/or shared by Company and/or District for the purposes of this Agreement shall be covered by that party's respective agreement with the other party regarding FERPA Data and COPPA Data and no further agreement shall be needed by the other party for such release or sharing.
- h. Company and District agree that all such FERPA Data is provided on an "as is" basis and neither party shall be liable for any express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement, and fitness for a particular purpose. Further, absent gross negligence or willful misconduct, neither party shall be liable to the other for any damages in whatever form or under any theory of liability for the "as is" data, even if advised of such.
- 31. **Data Transfer Protocol.** The District will assign a team representing technical and academic expertise ("District team") to work with Company to establish the automated data transfer. The project timeline, services provided by Company, and tasks required of the District Team will be

finalized in a Statement of Work provided by Company and agreed upon by the District. Company will need to provide a detailed data definition and layout document that the District team will use to map their data system(s) to Company's data feed specification. At that point, Company will work with the District team to establish scheduled, automatic data transfers between the District student data system(s) and a secure file transfer protocol ("SFTP") site hosted by Company. Company will provide their data validation rules to the District team. Every time new data is published to the SFTP, Company will validate the data, load the successful records into the Company data system, and send an email to the District team notifying them of potential errors.

32. Ownership and Protection of Confidential Information

a. By virtue of this Agreement and providing District with the Products, the parties may have access to information of the other party that is deemed confidential ("Confidential Information"). Confidential Information includes information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, customer, contracts and financial information or materials disclosed or otherwise provided by such party ("Disclosing Party") to the other party ("Receiving Party"). For the purposes of this agreement De-Identified Data will not be considered Confidential Information. Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party in violation of this Agreement, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party.

Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and, all school student records and personnel records of both parties.

Company, the District, and each school partner will maintain the confidentiality of any and all Personally Identifiable Information exchanged as part of the Agreement. Confidentiality requirements will survive the termination or expiration of this Agreement. To ensure the continued confidentiality and security of student data, Company and school security plans will be followed

b. <u>Ownership</u>. Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party or any part thereof, will be sold, assigned, leased, or otherwise disposed of to third

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status.

parties by the other party or commercially exploited by or on behalf of Company, its employees or agents.

- c. <u>Method of Transfer</u>. Company will employ industry best practices, both technically and procedurally, to protect the Data from unauthorized physical and electronic access during transfer.
- d. Restrictions on Use. The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement, with the understanding that the Company also retains aggregate, de-identified, anonymized information for improvement, research and development purposes. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees, subcontractors or agents who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but with no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.
- e. <u>Exclusions</u>. Notwithstanding the foregoing, this Agreement shall not prevent a party receiving a judicial order or other legal obligation from disclosing Confidential Information of the other party, provided that the other party is promptly notified and cooperates to allow intervention to contest or minimize the scope of the disclosure (including application for a protective order). Otherwise, neither Company nor any of its personnel may release confidential data or results if such data or results include individual person, District- or state-identifiable data or results, either directly or inferentially, unless agreed by the parties in writing on a case by case basis. Notwithstanding the foregoing, nothing in this Agreement shall limit Company's ability to use De-Identified Data for product development and research purposes as permitted under FERPA.
- f. <u>Destruction of Confidential Information</u>. At no cost to the party that owns the Confidential Information, the other party shall upon (a) written request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of the written request, all or any requested portion of Confidential Information that may be in the other party's possession or control.
- g. <u>Breaches and Misuse</u>. A Security Incident is a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data. In the event of a Security Incident, Company shall investigate the Security Incident, identify the impact of the Security Incident and take commercially reasonable

actions to mitigate the effects of any such Security Incident. If the Security Incident results in a Security Breach, a documented, unsecured disclosure, access, alteration or use of the data, not permitted in this Agreement, which poses a significant risk of financial, reputational or other harm to the affected End User or the District, Company shall, (i) timely provide any notifications to individuals affected by the Security Breach that Company is required to provide, and, (ii) notify District of the Security Breach, subject to applicable confidentiality obligations and to the extent allowed and/or required by Applicable Laws. Except to the extent prohibited by Applicable Laws, Company shall, upon District's written request, provide District with a description of the Security Breach and the type of data that was the subject of the Security Breach.

The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

33. In the event of termination by District or Company prior to completion of the contract, only the segment of fees attributable to non-licensing shall be subject to proration. Compliance with FERPA and COPPA is subject to survival of any provisions in accordance with their specific terms. Company obligations to comply with FERPA requirements will survive the expiration or termination of this contract.

BID FORM 1: BIDDER INFORMATION

Agrees to Bid on: E-RATE PRODUCTS AND SERVICES PROGRAM YEAR26 (7/1/23-6/30/24)/PROVIDENCE SCHOOL DEPARTMENT/TECHNOLOGY

DATE AND TIME TO BE OPENED: Thursday, January 12, 2023, 1:00 PM EST

Name of Bidder (Firm or Individual):
Business Address:
Contact Name:
Contact Email Address:
Contact Phone Number:
Delivery Date:

Signature of Representation

Title

Providence Public School District

Request for Proposals

E-RATE PRODUCTS AND SERVICES PROGRAM YEAR26 (7/1/23-6/30/24)/PROVIDENCE SCHOOL DEPARTMENT/TECHNOLOGY:

2023-2024

Funding Source (Contingent on Funding): Local and USAC funds

I. Background

The Providence Public School Department is soliciting proposals for E-Rate 2023-2024 Products and Services related to the following Categories

Category 2 – Basic Maintenance

The Providence Public School Department is seeking eligible basic maintenance of internal connections services to ensure the necessary and continued operation of eligible internal connection components at eligible locations. These services are for 07/01/2023 through 06/30/2024

Category 2 – Internal Connections

The Providence Public School Department is seeking Internal Connections products and services, including but not limited to, switches, UPS devices, cabling, wireless access points, wireless controllers, licenses and installation and configuration services. These products and services are for the purpose of efficiently maintaining and improving the district's technology infrastructure at each of the sites specified.

- The specifications for each category of service and products are detailed in section III.
- All requests in this category are for services to be delivered within July 1 to June 30 of the Funding Year.

II. Scope of Work & Key Deliverables

Category 2

Basic Maintenance of Eligible Broadband Internal Connections Components.

The district requests eligible basic maintenance of internal connections services to ensure the necessary and continued operation of eligible internal connection components at eligible locations.

We have projected as a reference that it will take 3500 engineer hours and 3000 technician hours to complete these BMIC tasks. Skill set, time and materials estimates are to be specified. Hourly rates are to be provided in each category. Vendors will only bill only for work completed and provide detailed documentation on a monthly basis to the PPSD and SLD.

Funding will be provided for the eligible portion of a technical support contact that includes services that exceed BMIC, if the ineligible portion

of the contract can be cost allocated.

Technical support contracts that cannot be cost allocated to remove costs that are beyond BMIC, are ineligible in their entirety.

All requests in this category are for services to be delivered within July 1 to June 30 of the Funding Year.

We have included a list of eligible sites for basic network maintenance including all eligible equipment (routers, switches, chassis, wiring devices, cabling, UPS, access points, wireless controllers and other eligible network equipment), and specifically basic network server maintenance, where applicable.

The district requests a detailed scope of work and requires individual site and district aggregate pricing for all basic maintenance services by site in keeping with new SLD rules.

The total costs of all in-eligible reoccurring and non-reoccurring services must be specified.

The total administrative costs of all reoccurring and non-reoccurring services must be specified.

*See also most current USAC-SLD Eligible Services List for eligibility requirements.

https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/

Maintenance and Technical Support of Internal Connections: BMIC.

Necessary basic maintenance services defined as follows: "but for the maintenance at issues, the connection would not function and serve its intended purpose with a degree of reliability ordinarily provided in the market place to entities receiving such services without E-Rate discounts." 47 C.F.R,(54.506(b). The following basic maintenance services are eligible:

- Repair and upkeep of eligible hardware
- Wire and cable maintenance
- Configuration changes
- Basic Technical Support including online and telephone based technical support.
- Software upgrades and patches including bug fixes and security patches

Basic maintenance is eligible for discount only if it is a component of a maintenance agreement or contract for eligible components. The agreement or contract must specifically identify the eligible components covered, including product name, model number and location. Reimbursements for BMIC will be paid for actual work performed under agreement or contract.

https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/

Items NOT Eligible for E-Rate Funding as Basic Maintenance of Internal connections:

The following products and services are NOT ELIGIBLE:

- Services that maintain ineligible equipment.
- Unbundles Warranties, including prepaid retainers for service that may not actually need to be performed.
- On-site technical support (i.e., contractor duty station at the applicant site) when off sites technical support can provide basic maintenance on an as-needed basis, unless applicants, present sufficient evidence demonstrating that on-site technical support is more cost-effective than utilizing off-site support.

- Services such as network management and 24-hour network monitoring
- Help desks that provide a comprehensive level of support beyond basic maintenance of only eligible components.

Category 2

Internal Connections

 Integration of an eligible Gigabit Cisco Catalyst Model 9300 (POE+) power over Ethernet switches or current family switches with software to support, modules and interfaces with installation and configuration or equivalent. Cisco Catalyst Model 9300 (POE+) power over Ethernet switches or equivalent will be used throughout to provide Gigabit to the desktop speed on all switched connections. 10 Gigabit Backbone is to be provided between the MDF and all IDF locations. Bundled multiyear warranty coverage must be included in the equipment purchase consistent with SLD rules. This coverage shall be for a minimum on 3-years duration and priced by year as applicable.

Three (3) meter client cables and appropriate length patch cables are to be provided for each data circuit.

New Cat5e patch cables will be provided for all existing Cat5e data circuits. New enhanced Cat6 patch cables provided for enhanced Cat6 POE data circuits.

- 2. Integration of fiber runs, if needed from all data closets at 10GB Gigabit to the MDF in the 1st for TCR and MDF. Installation of Min 6 strand, 10GB Single Mode fiber data lines with SFP Modules and 10GB Patch Cables as required. Installation, termination, testing and documentation of these armored fiber cables and 3 each augmented UTP CAT6 plenum copper data lines from the DEMARC to the school's MDF. Low smoke plenum data cable is required to be used in all of these network projects.
- 3. Replacement of UPS devices with an APC SMT 1500 RM2U UPS device, or equivalent, in rack mounts for indicated (below) data cabinets in the building. Bundled multiyear warranty coverage must be included in the equipment purchase consistent with SLD rules. This coverage shall be for a minimum on 3-years duration and priced by year as applicable.
- 4. Replacement of UPS devices with APC SMT 1500 RM2U UPS device, or equivalent. Bundled multiyear warranty coverage must be included in the equipment purchase consistent with SLD rules. This coverage shall be for a minimum on 3-years duration and priced by year as applicable. Existing UPS shelves may need to be modified or relocated at the DEMARC and at the MDF within its Telecommunication Room.

- 5. Replacement of wireless Access Points, with Cisco 9130 series wireless access points, or equivalent.
- 6. Replacement of wireless controllers, with Cisco 9800L series wireless controllers, or equivalent.
- 7. Replacement of non-MDF UPS devices with surge protector Tripp-Lite TLM815NS, or equivalent.
- A. The following items specify the site and location of the equipment that is to be replaced, per the specifications of this RFP:

<u>Item 1</u>

- Replace all Switches, UPS devices, Wireless Access Points, Wireless Controllers and cabling (if necessary) at the below schools/in the indicated cabinets. Replace the UPS devices in each IDF with a (add a surge protector, if no UPS is present) with a surge protector model Tripp-Lite TLM815NS, or equivalent. Add a surge protector to each rack/cabinet. (Note: do not replace the edge router):
 - Juanita Sanchez Educational Complex

<u>Item 2</u>

- Replace all Access Points, Wireless Controllers and cabling (if necessary) at the following schools:
 - Dr. Jorge Alvarez High School

• <u>Item 3</u>

A. Replace all Switches, UPS devices, and cabling (if necessary) at the below schools/in the indicated cabinets. Remove the UPS in the IDF/non-MDF cabinets and replace it (add a surge protector, add a surge protector if no UPS is present) with a surge protector model Tripp-Lite TLM815NS, or equivalent. Replace the UPS devices in the MDF in each of the below schools, with an APC SMT 1500 RM2U UPS device, or equivalent.

Add a surge protector to each rack/cabinet. (Note: do not replace the edge router):

- Veazie Street Elementary School
- Pleasant View Elementary School
- Asa Messer Elementary School
- Mary E. Fogarty Elementary School
- Nathanael Greene Middle School
- Roger Williams Middle School

III. Required Qualifications

PPSD requires a vendor to meet the qualifications and specifications listed below.

- Vendors must have a valid Service Provider Identification Number (SPIN) and have a relationship in good standing with the FCC/USAC/SLD.
- Vendors should include one-time installation and reoccurring costs in their proposals where applicable.
- Vendors must provide references from past clients for similar services/work
- Vendors must provide documentation of financial stability
- Proposals can include the pricing of individual items or alternate items if applicable but the District will favor comprehensive cost effective solutions. These internal connection solutions must be consistent with existing infrastructures in order to maintain essential network integrity. In- eligible products and services must be documented as separate items, since the Districts' ERate applications will be only for eligible products and services. In addition, the Providence Board of Contract and Supply will require eligible and in-eligible pricing by site. **Bid proposals must conform to the current applicable eligible services list** for (2021 or most current) or may be subject to disqualification
- Vendor must be able to produce Item 21 documents, per USAC specifications, to be provided to PPSD upon request.
- Vendors must be located within fifty (50) miles of Providence, Rhode Island; Bids submitted by vendors that do not meet this criteria will be considered unresponsive
- Eligible installation, configuration, and setup are to be separately priced. All required but otherwise ineligible electrical work must be included and quoted separately. No substitutes.
- Vendor will recover and return removed equipment to Roberti Administration Building, 797 Westminster St., Providence, RI 02903 in compliance with FCC-USAC Equipment Transfer, inventory and reporting requirements.
- Proposals or products/services which are ineligible for E-Rate funding or are not required to achieve the above required functionality should be documented separately in your response.

IV. Timeline for Implementation

Category 2 Basic Maintenance of Internal Connections

Contract Term: 1 year, 07/01/2023 - 06/30/2024, no renewal options

Category 2 Internal Connections

Contract Term: 1 year, 07/01/2023 - 06/30/2024, no renewal options

V. Proposal Requirements

An unbound original and three (3) bound copies of the bid proposals must be submitted with an electronic version (Flash drive) of the written proposal in MS Word format and the numerical information MS Excel format. Please ensure that the electronic version of the proposal is labeled with Date, RFP Title and Vendor Name and packaged with the original copies of the response. <u>Proposals received after the due date and time</u> <u>will not be considered</u>.

Proposals may not be submitted by E-mail or facsimile.

- All bids must contain the following mandatory information:
 - o Company Name
 - Service Provider ID Number (SPIN)
 - FCC Registration Number (FCC FRN)
 - o Contact Person
 - Mailing Address
 - o Phone Number
 - o Fax Number
 - E-Mail Address
- Vendors must have a valid Service Provider Identification Number (SPIN) and have a relationship in good standing with the FCC/USAC/SLD.
- Vendors will include one-time installation and reoccurring costs in their proposals where applicable.

- Proposals can include the pricing of individual items or alternate items if applicable but the District will favor comprehensive cost effective solutions. These internal connection solutions must be consistent with existing infrastructures in order to maintain essential network integrity. In- eligible products and services must be documented as separate items, since the Districts' ERate applications will be only for eligible products and services. In addition, the Providence Board of Contract and Supply will require eligible and in-eligible pricing by site. Bid proposals must conform to the current applicable eligible services list for (2022 or most current) or may be subject to disqualification.
- Bidders must be able to provide item 21s for any and all associated bid category topics, upon request.
- Proposals or products/services which are ineligible for E-Rate funding or are not required to achieve the above required functionality should be documented separately in your response.
- Vendors must be located within fifty (50) miles of Providence, Rhode Island; Bids submitted by vendors that do not meet this criteria will be considered unresponsive
- Service providers will charge PPSD no more than their Lowest Corresponding Price ("LCP").

VI. Limitations

This Request for Proposals (RFP) does not commit the Providence School Department to award any contract or pay for the preparation of any proposal submitted in response to this RFP. The Providence School Department may withdraw or amend this RFP in its entirety or in part, at any time if it is in the best interests of the organization to do so. This award is contingent upon the receipt of funding.

VII. Questions

Questions concerning this solicitation should be emailed to Molly Hannon, Director of Purchasing at Molly.Hannon@ppsd.org. Questions are due by December 22, 2022 at 12PM EST. Questions will be answered via addendum that will be posted on www.providenceschools.org and BidNet Direct on or after December 27, 2022.

Note: Bidders will contact Brian Wilson at <u>brian.wilson@ppsd.org</u> to register for the **mandatory** pre-bid conference by 12PM EST on December 13, 2022. Upon registration a link to the **mandatory** pre-bid conference will be sent to the registrant.

VIII. Evaluation of Proposals

Each vendor proposal will be reviewed and scored against the criteria in the table below. A review committee with at least three members will evaluate the proposals. Each member of the committee will conduct a thorough, independent evaluation of each proposal. The committee will then meeting for a discussion after which members will have the option to revise their scores. The technical score will be determined by averaging each member's score in each category.

The maximum number of points scored per bid is 25. Evaluations will place the greatest significance on Price/Cost, per E-Rate rules.

Funding Year:					
		Bidder 1	Bidder 1	Bidder 2	Bidder 2
	Weight	Raw Score	Weighted	Raw Score	Weighted
		(1-5)	Score	(1-5)	Score
Price/Cost	30%				
Understanding of needs	20%				
Prior Experience	25%				
Personnel Qualifications	20%				
Financial Stability	5%				
Overall Ranking	100%				

The award will then be made to the most technically acceptable proposal(s).

Providence Public Schools may choose to seek clarifications from vendors with regard to their proposals. All responses will be provided in writing, and incomplete and/or unclear responses may result in a proposal being deemed technically unacceptable. Providence Public Schools reserves the right to make a selection without requesting clarification. Additionally, Providence Public Schools may not necessarily seek clarifications from all vendors submitting proposals.

Schools List:

Elementary Schools

BAILEY Robert L. Bailey, IV Elementary School 65 Gordon Avenue (02905) Tel: (401) 456-1735

CARNEVALE Anthony Carnevale Elementary School 50 Springfield Street (02909) Tel: (401) 278-0554

FEINSTEIN AT BROAD Alan Shawn Feinstein Elementary School at Broad Street 1450 Broad Street (02905) Tel: (401) 456-9367

FEINSTEIN AT SACKETT Lillian Feinstein Elementary School at Sackett Street 159 Sackett Street (02907) Tel: (401) 456-9407

FOGARTY Mary E. Fogarty Elementary School 199 Oxford Street (02905) Tel: (401) 456-9381

FORTES-LIMA Fortes-Lima Elementary School 222 Daboll Street (02907) Tel: (401) 278-0504

GREGORIAN Vartan Gregorian Elementary School 455 Wickenden Street (02903) Tel: (401) 456-9377

KENNEDY Robert F. Kennedy Elementary School 195 Nelson Street (02908) Tel: (401) 456-9403

KING Dr. Martin Luther King, Jr. Elementary School 35 Camp Street (02906) Tel: (401) 456-9398

KIZIRIAN Harry Kizirian Elementary School 60 Camden Avenue (02908) Tel: (401) 456-9369

LAURO Carl G. Lauro Elementary School 99 Kenyon Street (02903) Tel: (401) 456-9391

LEVITON Leviton Dual Language School 65 Greenwich Street (02907) Tel: (401) 278-2872

MESSER Asa Messer Elementary School 1655 Westminster Street (02909) Tel: (401) 456-9401

PLEASANT VIEW Pleasant View Elementary School 50 Obediah Brown Road (02909) Tel: (401) 456-9325

RESERVOIR Reservoir Avenue Elementary School 156 Reservoir Avenue (02907) Tel: (401) 456-9406

SPAZIANO Frank D. Spaziano Elementary School 85 Laurel Hill Avenue (02909) Tel: (401) 456-9389

VEAZIE Veazie Street Elementary School 211 Veazie Street (02904) Tel: (401) 453-8601

WEBSTER Webster Avenue Elementary School 191 Webster Avenue (02909) Tel: (401) 456-9414

WEST George J. West Elementary School 145 Beaufort Street (02908) Tel: (401) 456-9337

YOUNG & WOODS The Sgt. Cornel Young, Jr. & Charlotte Woods Elementary School at The B. Jae Clanton Complex 674 Prairie Avenue (02905) Tel: (401) 278-0515

Middle Schools

BISHOP Nathan Bishop Middle School 101 Sessions Street (02906) Tel: (401) 456-9344

DELSESTO DelSesto Middle School 152 Springfield Street (02909) Tel: (401) 278-0557

GREENE Nathanael Greene Middle School 721 Chalkstone Avenue (02908) Tel: (401) 456-9347

HOPKINS Esek Hopkins Middle School 480 Charles Street (02904) Tel: (401) 456-9203

STUART Gilbert Stuart Middle School 188 Princeton Avenue (02907) Tel: (401) 456-9340

WEST BROADWAY West Broadway Middle School 29 Bainbridge Avenue (02909) Tel: (401) 456-1733

WILLIAMS Roger Williams Middle School 278 Thurbers Avenue (02905) Tel: (401) 456-9355 High Schools

360
360 High School
Co-located at The Juanita Sanchez Complex
182 Thurbers Avenue (02905)
Tel: (401) 274-4603

ALVAREZ Dr. Jorge Alvarez High School 375 Adelaide Avenue (02907) Tel: (401) 456-0676

CAREER & TECH Providence Career & Technical Academy 41 Fricker Street (02903) Tel: (401) 456-9136

CENTRAL Central High School 70 Fricker Street (02903) Tel: (401) 456-9111

CLASSICAL Classical High School 770 Westminster Street (02903) Tel: (401) 456-9145, 9147

E3 (E-CUBED) E-Cubed Academy 812 Branch Avenue (02904) Tel: (401) 456-0694

HOPE Hope High School 324 Hope Street (02906) Tel: (401) 456-9161

MOUNT PLEASANT Mount Pleasant High School 434 Mt. Pleasant Avenue (02908) Tel: (401) 456-9181

SANCHEZ

The William B. Cooley, Sr. High School and The Providence Academy of International Studies (High School) at The Juanita Sanchez Complex 182 Thurbers Avenue (02905) Tel: (401) 456-1781