

**Legacy Traditional Schools**

**Category Two**

**BEN: 16072993**

**2023-2024 Funding Year (FY23)**

**July 1, 2023-June 30, 2024**

**Form 470#230015281**

Legacy Traditional Schools is currently accepting proposals via this Request for Proposal (RFP) for a contract (1- year contracts are preferred) to provide owned eligible internal connections §54.502 equipment unless stated otherwise, MIBS, BMIC, and cabling. For all the items/services listed in this RFP, please consider services that are equivalent, more/less in quality, better and/or more cost effective when submitting proposals.

Any requested equipment/service quantities are “up to” and purchased as needed over the life of the contract.

Proposer should separate the cost of eligible services/products from non-eligible services/products and clearly indicate this separation on the proposal.

Proposer must be in good standing with the Federal Communications Commission (FCC) and does not have a red-light status. If there is a red-light status, the contract will become null and void without penalty to the applicant.

Legacy Traditional Schools prefers awarding bids to vendors that can provide all requested equipment and/or all requested cabling. Proposals will be accepted up until the Allowable Contract Date. Any proposals received after this date will not be considered. Any amendments to the RFP including due date extensions will be publicly posted as an addendum attachment on the original form 470 in the USAC EPC Portal.

All proposals and questions must be emailed to Questions and their answers will be posted as an addendum attachment on the original FCC Form 470 on the USAC EPC Portal for all vendors to see.

## **Proposal Submission Guidelines**

### **General Bidding Information**

All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with §54.511.

This request for proposal represents the requirements for an open and competitive process. Proposals and questions must be submitted via email to [greg.forquer@vertexeducation.com](mailto:greg.forquer@vertexeducation.com) . Questions and answers from any communications with vendors will be posted as an addendum attachment on the original form 470 on the USAC website as clarification for all bidders. To keep the processes moving

forward, it is important to follow the directions laid out in this proposal. Proposals will be accepted up until **The Allowable Contract Date**. Any proposals received after this date will not be considered. Any amendments to the RFP including due date extensions will be publicly posted as an addendum attachment on the original form 470 on the USAC website.

Bids must reference the FCC Form 470 number and bidding vendor's Service Provider Identification Number (SPIN).

If you are not able to provide the services for which you are bidding to all listed locations, please indicate which locations are being bid on your proposal. Preference will be given to vendors who can service all listed locations in this RFP and who can also sustain the billing or invoicing gap as cited above.

## Proposal Pricing

Proposals must include SKU, make, model, pricing for eligible licenses, software, installation, testing, taxes/fees, and shipping. Legacy Traditional Schools reserves the right to adjust quantities prior to purchasing to meet the needs of any school. All costs must be itemized to include an explanation of all fees and costs prior to any E-Rate discounts. All taxes and any other associated fees, including sales taxes, must be identified separately.

Bids should provide the "Lowest Corresponding Price" it is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. Any requested equipment/service quantities are "up to" and purchased as needed over the life of the contract. See 47 C.F.R. § 54.500.

Service providers cannot charge applicants a price above the LCP for E-Rate program services. See 47 C.F.R. § 54.511(b).

## Vendor Requirements

Vendor references should be provided upon request.

All bidding vendors must be registered with USAC and have a valid Service Provider Identification Number (SPIN).

Bidders must agree to comply with the rules and regulations of USAC and the E-Rate program. Please visit <https://www.usac.org/e-rate/service-providers/> for more information regarding E-Rate rules and process.

Bidders must include SPIN Number on contracts for requested services with their response.

Bidders must be familiar with the billing methods and timelines specified by USAC. Bidders must acknowledge and therefore be able to process E-Rate reimbursements via the SPI methodology as well as keep track of running total of received E-Rate SPI discounts per school or NIF.

*Gift restrictions.* (1) Subject to paragraphs (d)(3) and (4) of this section, an eligible school, library, or consortium that includes an eligible school or library may not directly or indirectly solicit or accept any gift, gratuity, favor, entertainment, loan, or any other thing of value from a service provider participating in or seeking to participate in the schools and libraries universal service program. No such service provider shall offer or provide any such gift, gratuity, favor, entertainment, loan, or other thing of value

except as otherwise provided herein. Modest refreshments not offered as part of a meal, items with little intrinsic value intended solely for presentation, and items worth \$20 or less, including meals, may be offered, or provided, and accepted by any individuals or entities subject to this rule, if the value of these items received by any individual does not exceed \$50 from any one service provider per funding year.

**National Security Supply Chain Restrictions:** Equipment or services produced or provided by a company that the FCC has designated as a national security threat to the integrity of communications networks or the communications supply chain are not eligible for E-Rate support. 47 CFR § 54.9(a). In addition, participants are prohibited from using E-Rate support to purchase, rent, lease, or otherwise obtain any covered communications equipment or service, or maintain any covered communications equipment or service previously purchased, rented, leased, or otherwise obtained. 47 CFR § 54.10. A list of covered communications equipment and services can be found on the FCC's website at <https://www.fcc.gov/supplychain/coveredlist> and will be updated to reflect any future determinations. Bids that include equipment that was manufactured for use outside of the United States will be disqualified. **DISQUALIFICATION FACTOR INTERNAL CONNECTIONS:** Bids from companies that include equipment barred by the Federal Communications Commission due to national security will be disqualified.

## Post-Award Requirements

### E-Rate Documentation

The contract winner must keep track of all equipment purchased and installed for Legacy Traditional Schools that are being bid on in response to this RFP. This report must be submitted to Legacy Traditional Schools after the end of every E-Rate year. At a minimum, the report should include:

- Name of School
- Make/Model of equipment or type of cable run
- Quantity of equipment or cable run
- Purchase date
- Invoice number
- Installation date

### **All installed equipment and cabling should be labeled.**

In addition to standard labeling (i.e. patch panels labeled with cable number), equipment should be labeled with E-Rate information as follows:

- Funding Request Number (FRN)
- Form 471 Application Number
- Purchase Order Number
- Installation Date

Payment It is the schools desire to use Service Provider Invoicing for all services and equipment related to this RFP. If a vendor is unable or unwilling to provide Service Provider Invoicing, the vendor must

notify the district in the response to this RFP. Payment of the undiscounted portion of the project will be made upon receipt of a correct invoice for goods that have been delivered, installed and accepted. A vendor may submit an invoice for partial installation. All materials must be installed, inspected and approved by Legacy Traditional Schools prior to final payment. If materials are damaged during installation, the vendor must replace the product with like product prior to final payment.

## Documentation and Audit Compliance

### §54.516 Auditing and inspections

Service provider shall provide all warranty and product documentation related to products or services sold to the applicant.

Service provider shall retain all documentation related to the purchase and payment, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of TEN years from the last date of service.

If the applicant is audited by the Administrator of the program, the service provider shall fully cooperate with the applicant to provide any documentation related to the provision of discounted products and services as requested.

The service provider and/or applicant is solely responsible for verifying the accuracy of information submitted to Nexus E-Rate Services, LLC (NESLLC). NESLLC disclaims and makes no warranty, express or implied, nor assumes any legal liability or responsibility for the validity, accuracy, correctness, or completeness of any information that is provided by the service provider or applicant to NESLLC.

By submitting bids for NESLLC client schools & libraries, the service provider agrees and understands that NESLLC will forward the information to USAC, and the service provider is responsible for verifying the accuracy of information submitted to NESLLC.

Nexus E-Rate Services, LLC shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data, or other intangible losses (even if NESLLC has been advised of the possibility of such damages), resulting from the service provider's non-response or incomplete response and/or the service provider's inaccurate, invalid, incorrect, or incomplete provision of information.

## Security

In the event of a security breach, the winning vendor is required to alert Legacy Traditional Schools IT as soon as the security breach is confirmed. Early warnings of possible security breaches will be treated as highly confidential information when shared with Legacy Traditional Schools IT.

## Insurance

In addition to your standard general liability insurance as a condition of doing business, Legacy Traditional Schools also requires vendors bidding on this project must provide evidence of liability and workers comp insurance with this proposal. Legacy Traditional Schools also requires:

Cyber insurance: \$1,000,000

Errors and Omissions insurance: \$1,000,000

## Reservations

Legacy Traditional Schools reserves the right to:

- Withdraw the RFP at any time, at the school sole discretion.
- Make an award under the RFP in whole or in part.
- Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
- Seek clarifications and revisions of proposals.
- Amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- Change any of the scheduled dates.
- Negotiate with the successful bidder within the scope of the RFP in the best interests of the school.
- Utilize any and all ideas submitted in the proposals received.
- The school reserves the right to terminate any contract and/or agreement even with the successful bidder, regardless of USAC's approval or denial.

**RFP Will Be Public Posted & Communicated by The School in The USAC EPC System.** Service Providers MUST submit questions to school by email. Answers will be posted & maintained in the USAC EPC System. It is the vendors responsibility to verify FCC Form 470 updates made in the EPC.

<b>X</b>	<b>USAC Website (EPC Portal)</b>
	<b>School Website</b>
	<b>Local Newspaper</b>
	<b>Next School Board Meeting</b>
	<b>School Public Bulletin Board</b>
	<b>School Social Media</b>

## Evaluation Process

- Evaluation Criteria is listed below.
- Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- Taxes. All applicable taxes in the Offer will be considered by the school when determining the lowest Proposal or evaluating Proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- Late Offers. An Offer submitted after the Allowable Contract Date shall be rejected.
- Disqualification. The Offer of an Offeror who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. **DISQUALIFICATION FACTOR INTERNAL CONNECTIONS:** Bids from companies that include equipment barred by the Federal Communications Commission due to national security risks (such as ZTE or Huawei) will be disqualified.

<b>Factor</b>	<b>Points Available</b>	<b>Minimum Requirements</b>
<b>Price of Eligible Products and Services</b>	60	
<b>Prior Experience with the Vendor</b>	20	At least three references

		within the State
<b>Vendor References</b>	10	
<b>Flexible Invoicing (SPI / BEAR)</b>	5	
<b>Local or In-State</b>	5	

## Evaluation Process

Legacy Traditional Schools will award the contract to the responsible service provider who best meets the needs of the school. To determine this service provider, Legacy Traditional Schools will apply the best value concept.

### Evaluation Criteria will include:

- Purchase price of Erate eligible goods and services.
- The reputation of the vendor and of the vendor's goods and services.
- The quality of the vendor's goods or services.
- The vendor's past relationship with the school.
- Is the Vendor located in or out of state to the school.

### Disqualification Criteria

#### **The following criteria will be used by the school to disqualify a bid**

- Unauthorized Service Provider contact with Applicant.
- Bid that does not provide definitive costs for the services requested
- Bid includes generic/encyclopedic price lists and/or solution is proposed by an artificial intelligence
- Bids submitted after the due date.
- Bids submitted via fax.
- Lack of Service Provider Identification Number (SPIN).
- Lack of current FCC Form 473, Service Provider Annual Certification (SPAC) on file with
- USAC/SLD.
- FCDC Red-Light Status of Red.
- Bids from companies that include equipment barred by the Federal Communications Commission due to national security will be disqualified.

## Risk Management

Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk

of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the school shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering this Contract. Each party to this Contract is responsible for its own negligence.

Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the school against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the school of materials furnished or work performed under this Contract. The school shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Right to Assurance. If the School in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the school's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.

NON-DISCLOSURE: The Offeror shall not disclose any information relating to students, and employees of Freedom Academy other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless Freedom Academy from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

IRS W-9. To receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the school.

Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the school for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The school will make reasonable efforts to secure such funds.

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## Scope of Work -Category One Services

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Pricing should be included for Fiber Internet access services that includes a connection from any applicant site directly to the Internet Service Provider. [1Gbps-10Gbps] increments from the minimum to the maximum bandwidths noted above. In addition, 100 Mbps-1Gbps increments for the applicant's hub site to an Internet Service Provider where Internet access service is billed separately. We are seeking [1,3,5] year contract options. [3 or 5 years] contracts should allow for upgrades to quoted bandwidth throughout the terms of the contract. All solutions should include installation and initial configuration (if needed), a method to report service outages and receive basic technical support without additional service fees, and a service level agreement.

The cost to provide Internet Access (Bandwidth). Bidder's price shall include the following:

- a. The available bandwidth should be a minimum of 1Gbps.
- b. The service hand-off shall be directly to the Owner's supplied Local Area Network.
- c. SPI Invoicing preferred.
- d. Concurrent expiration terms required.

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## Scope of Work -Category Two Services

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### New Equipment Request

The requirements/specifications listed below address the entire scope of the project.

#### A. General Requirements:

1. The Original Equipment Manufacturer (OEM) must provide evidence of their year over year leadership position in enterprise switching and wireless, based on independent industry data.
2. The OEM's management platform should provide a single pane of glass to all network hardware, applications, logging, and reporting.
3. The solution must be exclusively supplied by the OEM with no third-party components.

4. Proactively identify root causes of issues with high efficacy and make recommendations requiring user intervention
5. Close the feedback loop once an issue is resolved by validating and confirming the actions are correct
6. Add client insights and anomaly detection to the Service Level Expectation (SLE) framework (WiFi Assurance) so that administrators can rapidly and proactively identify service impacting events that assure rapid determination and resolution of the root cause of issues
7. Correlate data to understand the full scope around an issue to help shorten mean time to resolution of any issues observed pre or post network deployment.

### **AP Hardware Capabilities**

- Dual radio design for servicing clients with dedicated third radio for inter-AP communication
- BLE Array with software-definable beacons for location services
- Easy deployment of an AP with a mobile application by a contractor without access to the management console
- Fast AP reboot < 20 seconds including firmware upgrades.
- APs continue to operate even if management subscription has lapsed.

### **Management Tools**

- Cloud managed, with no on premises wireless LAN controller.
- Cloud managed requires no system upgrades or maintenance by user.
- New features added to system automatically, prefer monthly, with no downtime required.
- Flexibility to upgrade firmware on access points manually, scheduled or automatically.
- Be able to upgrade Access Points in group seamlessly with minimal or no service disruption to clients.
- Single pane of glass to configure and manage the entire wireless network.
- Dynamically created topology map - switch to AP to client, using existing switches
- Site mapping to create, add, modify, and locate access point locations.
- Built-in AI to adjust and optimize radios for coverage, signal strength and channels.
- AI with conversational interface to troubleshoot and fix issues of wireless networks.

- Built in feature to play back and re-create events to resolve issues.
- Real time visibility of RF environment from the client perspective
- Dynamic collection of data from wireless clients to optimize performance.
- Scalable, and reliable microservice-based cloud. No VM or physical static controller on the cloud
- Open API framework and integration with services like ServiceNow, Splunk, AirWatch etc.
- System baselining and easy identification of anomalies with dynamic packet capture

**Required Bidders conference will be held at:**

**Vertex Education  
3125 S. Gilbert Rd, Chandler, AZ 85286**

**Recommended to arrive 15 minutes prior for check-in.**

**Time: Feburary 2, 2023 10:00am MST**

<b>Queen Creek</b>	
41800 N Barnes Pkwy, Queen Creek, AZ 85140	
Device	Qty
48 Ports:	6
24 Ports:	6
APs:	60
SFPs:	12
DACs:	6
<b>Peoria</b>	
7877 W Hillcrest Blvd, Peoria, AZ 85383	
Device	Qty
48 Ports:	6
APs:	40
SFPs:	12
DACs:	3
<b>Gilbert</b>	
2747 S Recker Rd, Gilbert, AZ 85295	
Device	Qty
48 Ports:	6
APs:	60
SFPs:	8
DACs:	3
<b>Chandler</b>	
3201 S Gilbert Rd, Chandler, AZ 85286	
Device	Qty
48 Ports:	6
24 Ports:	4
APs:	60
SFPs:	14
DACs:	5
<b>Laveen</b>	
7900 S 43rd Ave, Laveen Village, AZ 85339	
Device	Qty
48 Ports:	9
24 Ports:	2
APs:	59
SFPs:	10
DACs:	6
<b>Avondale</b>	
12320 W Van Buren St, Avondale, AZ 85323	
Device	Qty
48 Ports:	7
24 Ports:	3
APs:	60
SFPs:	10
DACs:	6