

## Request for Proposal

### SOUTHWESTERN CONSOLIDATED SCHOOL DISTRICT

**Solicitation For:** Internet access

**Response Due Date:** February 2, 2023 by 3:00 PM EST

#### SECTION I: GENERAL INFORMATION AND REQUESTED SERVICES

##### 1.1 INTRODUCTION

SOUTHWESTERN CONSOLIDATED SCHOOL DISTRICT (“School”) intends to solicit responses to this Request for Proposals (RFP) in accordance with specifications contained in this document. This RFP is being posted to <http://www.swshelby.k12.in.us/andhttps://www.usac.org/e-rate/> for downloading. A nominal fee will be charged for providing paper copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

##### 1.2 DEFINITIONS AND ABBREVIATIONS

Award Recommendation	School’s summary to the School board of the proposals and suggestion on offeror selection for purposes of beginning Contractor contract negotiations.
Contract Award	The acceptance of the Award Recommendation by the School Board
Contractor	The offeror who responds to this solicitation by submitting an offer, to whom the award is made under the applicable RFP award standard and who then enters into a contract with School.
Project	internet access
Offer or Proposal	A response submitted by an offeror to this RFP.
Offeror or Respondent	An offeror as defined in Ind. Code § 5-22-2-18. School will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract.
Services	internet access

Total Bid Amount      The amount that the Respondent proposes that represents their total, all - inclusive price.

### 1.3 AWARDS UNDER THE RFP

It is the intent the award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the School, taking into consideration price and the other evaluation factors set forth in the request for proposal.

### 1.4 SUMMARY SCOPE OF SERVICES

School seeks to Respondent to outline how it would offer Services based upon the following Project parameters:

<b>Proposed Building</b>	<b>Building Location/Information</b>	<b>Property Info</b>
Elementary School	<a href="http://www.swshelby.k12.in.us/swes-home">http://www.swshelby.k12.in.us/swes-home</a>	view county property records using <a href="https://shelbyin.wthgis.com/">https://shelbyin.wthgis.com/</a>
High School	<a href="http://www.swshelby.k12.in.us/swhs-home">http://www.swshelby.k12.in.us/swhs-home</a>	view county property records using <a href="https://shelbyin.wthgis.com/">https://shelbyin.wthgis.com/</a>

Additional information regarding School's demographics can be reviewed at <https://inview.doe.in.gov/corporations/1073600000>

- a. Review: School shall be entitled to final review and approval of all Services prior to payment. School and Contractor will adhere to mutually agreed upon timelines for reviews (including review by departments), approval and dates, with Services to be supplied according to the schedule outlined in the Contractor contract.
- b. Additional proposal requirements are present in Exhibit A and a sample contract clauses are posted on <http://www.swshelby.k12.in.us/>.
- c. When School makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the arrangement, the contract may be canceled.

### 1.5 RFP OUTLINE

<b>Section</b>	<b>Description</b>
General Information and Requested Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by School via this RFP

Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Proposal Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents' proposals

## 1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

## 1.7 QUESTION/INQUIRY PROCESS

Questions/Inquiries may be submitted to Stacy Baute via email at [erate@swshelby.k12.in.us](mailto:erate@swshelby.k12.in.us) and must be received by the deadline indicated.

The subject line of the email submissions must clearly state the following:

E-Rate Contract Proposal – [INSERT COMPANY NAME]

School will compile a list of any questions/inquiries submitted by Respondents. No Respondent shall rely upon, take any action, or make any decision based upon verbal communications with any School employee.

**Other than the designated person shown in this RFP, inquiries and/or communications are not to be directed to board member, employee, contractor associated or affiliated with School.** Such action will most likely disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the School website. If such addenda is necessary, the School may extend the due date and time of proposals to accommodate such additional information requirements.

## 1.8 DUE DATE FOR PROPOSALS

Each Respondent must email or submit five (5) complete copies of the proposal, including the Transmittal Letter and other related documentation as required in this RFP plus one copy in .pdf format on a flash drive. All proposals must be received by School at the address below or one (1) electronic copy sent in .pdf format via email before the deadline in the Summary of Milestones section to:

Stacy Baute, SOUTHWESTERN CONSOLIDATED SCHOOL DISTRICT, 3406 W 600 S  
Shelbyville, IN 46176

*And erate@swshelby.k12.in.us*

Regardless of delivery method, all proposals must be identified with the RFP information. School will not accept any incomplete proposals. Any proposal received by School after the deadline will not be considered even if postmarked before the deadline.

School accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

#### 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made consistent with the submittal of the original response, acceptable to School and clearly identified as a modification. Only Respondent's authorized representative may modify or withdraw its proposal and prior to the deadline.

#### 1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 60 days from the proposal due date.

#### 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

School reserves the right to request clarifications on proposals submitted to School. After proposals are received and if allowed under the program/grant, School also reserves the right to conduct discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally and in conducting discussions, School may use information derived from proposals submitted by competing Respondents if the identity of the Respondent providing the information is not disclosed to others. School will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents may be conducted for any appropriate purpose allowed under the program/grant.

#### 1.12 BEST AND FINAL OFFER

If allowed under program/grant requirements, School may request best and final offers from those Respondents determined by School to be reasonably viable for contract award. However, School reserves the right to award a contract on the basis of initial proposals received. Following evaluation of the best and final offers, School may select for final contract negotiations that are most advantageous to School, considering cost and the evaluation criteria in this RFP.

#### 1.13 SITE VISITS

After proposal is awarded, School may request a site visit to a Respondent's offices and facilities to aid in the evaluation of the Respondent's Services.

#### 1.14 TYPE AND TERM OF CONTRACT

School intends to sign a contract with one or more Respondents to fulfill the requirements in this RFP. The term of the contract shall be for a period based upon estimated Project completion time frames. There may be renewals at School's option if offered under the contract entered into by the parties.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised materials contained in proposals are subject to the Indiana Access to Public Records Act (APRA), and after the contract award, the entire RFP file may be viewed and copied by the public.

#### 1.16 TAXES

Proposals should not include any tax from which School is exempt.

#### 1.17 IDOA REGISTRATION

Offerors who will be performing work on a public work project are required to be pre-qualified with the Public Works Certification Board and must complete the requirements outlined at <https://www.in.gov/idoa/2485.htm>

#### 1.18 SECRETARY OF STATE & DEPARTMENT OF REVENUE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Indiana Secretary of State and Department of Revenue. Information concerning registration with the Secretary of State may be obtained via [www.in.gov/sos](http://www.in.gov/sos) and Department of Revenue at <https://www.in.gov/dor/business-tax/>

#### 1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation neither Respondent nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments or reports to the State of Indiana. Submission of a proposal is a warranty by the Respondent that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity within the United States. Respondents also by submitting a proposal represents neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into a contract with School by any federal agency or by any department, agency or political subdivision within the United States.

1.20 SUMMARY OF MILESTONES

Due to the unpredictable nature of the evaluation period, the estimated dates below are subject to change.

**Estimated RFP Dates**

<b>Activity</b>	<b>Date</b>
Publication of RFP	December 15 & 22, 2022
Deadline to Submit Written Questions	December 29, 2022
Response to Written Questions/RFP Amendments	January 5, 2023
Submission of Proposals	February 2, 2023 by 3:00 PM EST
<b>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</b>	
Proposal Evaluation	Beginning February 2, 2023
Proposal Discussions/Clarifications (if necessary)	Beginning February 2, 2023
Oral Presentations (if necessary)	Beginning February 2, 2023
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	February 2023 board meeting

1.21 EVIDENCE OF FINANCIAL RESPONSIBILITY

If required in the RFP notice, evidence of financial responsibility will not exceed one percent (1%) of the contract price, when required to guarantee the performance of the selected Respondent prior to a fully executed contract. The evidence of financial responsibility must when required by the School remain in effect for the duration of the contract including any renewals. The evidence of financial responsibility must be in the form of an irrevocable letter of credit, certified check, cashier's check, or a bond acquired from a surety company registered with the Indiana Department of Insurance or other evidence deemed acceptable by School. Notwithstanding any other provisions relating to the beginning of the term, the contract shall not become effective until the evidence of financial responsibility required by the contract is delivered in the correct form and amount to School. Any evidence of financial responsibility must be submitted to the following address prior to contract execution:

Stacy Baute, SOUTHWESTERN CONSOLIDATED SCHOOL DISTRICT, 3406 W 600 S  
Shelbyville, IN 46176

**SECTION II: PROPOSAL PREPARATION INSTRUCTIONS**

## 2.1 GENERAL

To facilitate the timely evaluation of proposals, the format for proposal submission is as follows:

- Each item requesting information must be addressed in the Respondent's proposal.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files.
- Confidential Information must also be clearly marked in a separate folder/file on any submission .

## 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following unless identified as "optional."

### 2.2.1 Agreement with requirements listed in this RFP

The Respondent must explicitly acknowledge understanding of the general information presented in this RFP and agreement with any requirements/conditions listed in this RFP and applicable laws including but not limited to Ind. Code § 5-16-6; § 5-16-13; § 5-22; § 5-32; and § 36-1-12; 2 CFR 200 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>); 48 CFR 52 (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-H/part-52>)

### 2.2.2 Summary of Ability and Desire to Supply the Required Services

### 2.2.3 Signature of Authorized Representative

### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will receive communications and notifications via e-mail to the addresses supplied by Respondents.

### 2.2.5 Confidential Information

A Respondent may wish to provide the following information if it wishes to claim information is not subject to public disclosure:

- List of documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted (or public viewing) version of the document.

### 2.2.6 Other Information (Optional)

Any other information the Respondent may wish to briefly summarize relevant to the RFP and Services will be acceptable.

## 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics unless identified as “optional.”

### 2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant to School’s successful acquisition of the Services requested in this RFP.

### 2.3.2 Respondent’s Company Structure

The legal entity for Respondent’s organization accompanied by documentation from Indiana Secretary of State’s office, the types of ventures in which the organization is involved, and a website showing the organization’s hierarchy, resources, and services are to be included in this section.

### 2.3.3 Company Financial Information

This section includes documents to demonstrate the Respondent’s financial stability. The offeror may submit a financial statement, a statement of experience, a proposed plan or plans for performing the Services, and the resources, labor, technology, materials, supplies, and equipment that the offeror has available for the performance of the Service. The financial statement may be submitted on current forms prescribed by IN SBOA (<http://www.in.gov/sboa/files/Form96.pdf>). Examples of additional acceptable documents can include: reference to information posted in the public domain or company website, federal tax returns, or financial statements for the two (2) recent complete fiscal years. If neither of these can be provided, explain why and include information normally present in an income statement and balance sheet, for each of the two most recently completed fiscal years if not present in the public domain or company website.

### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that an officer, director, member, manager, or partner, of the organization, has taken responsibility for the correctness of financial information supplied.

### 2.3.5 Contract Terms/Clauses



Contract provisions that School expects to mandate with the successful Respondent(s) will be posted at <http://www.swshelby.k12.in.us> Additional contract provisions that School expects to mandate with the successful Respondent(s) are required under applicable federal and state laws including but not limited to 2 CFR 200 (<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>); 48 CFR 52 (<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-H/part-52>) and Ind. Code § 5-16-6; § 5-16-13; § 5-22; and § 36-1-12 See <http://iga.in.gov/> to review current version of Ind. Code provisions.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms. If a clause is not acceptable as worded, suggest specific alternative wording to address issues raised by that clause. If you require additional contract terms please include them. School reserves the right to reject any requested changes.

#### 2.3.6 References

School should receive references for whom the Respondent has provided or services similar to those services requested in this RFP.

#### 2.3.7 Registration to do Business

If awarded the contract, the Respondent will be required to be registered and be in good standing with the Indiana governmental entities (e.g. Secretary of State, Department of Revenue, Department of Workforce Development).

#### 2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter must be authorized by the organization to commit the organization contractually.

#### 2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in School's evaluation.

#### 2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility. Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial

responsibility is delivered in the correct form and amount to the address indicated in Section 1.21.

#### 2.3.11 General Information

Each Respondent must enter general information about its operations including contact information.

### 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into understandable sections. Where appropriate, supporting documentation may be referenced by a page and paragraph number.

### 2.5 COST PROPOSAL

In order for the Cost Proposal to be valid, Respondents must provide proposed annual costs for the Services. Prices must include all labor, materials, supplies, equipment, delivery, shipping, service, and administrative costs.

#### **Cost Proposal Narrative**

The Respondent should provide a brief narrative in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal.

#### **Cost Assumptions, Conditions and Constraints**

The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules.

## **SECTION III: PROPOSAL EVALUATION**

### 3.1 PROPOSAL EVALUATION PROCEDURE

School has selected personnel to act as a proposal evaluation team. Subgroups of this team will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in this RFP and allowed under applicable laws. Each offeror's: (1) history of contracting with or hiring minority, women, and veteran business enterprises; and (2) good faith efforts to fulfill State of Indiana goals for contracting with or hiring minority, women, and veteran business enterprises; will be considered in the evaluation of the offeror's proposal. Proposals will be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with an offeror, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the offeror providing the information is not disclosed to others. School will provide equivalent information to all offerors with which the School chooses to have discussions.

When the School determines it is in the best interests of the School: (1) the solicitation may be canceled or (2) offers may be rejected; in whole or in part as specified in this RFP. Notwithstanding any other law, offers may be opened after the time stated in this RFP if both of the following apply: (1) School makes a written determination that it is in the best interest of the School to delay the opening and (2) the day, time, and place of the rescheduled opening is announced at the day, time, and place of the originally scheduled opening. The determinations of the School are final and conclusive.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2.
- 3.1.3 Based on the results of this evaluation and if the School determines to proceed with the Project, the School will enter into negotiations with the offeror whose proposal has been selected by the evaluation committee considering: (1) the responses to the RFP; (2) any interviews with selected offerors; and (3) evaluation of fees. If, however, School decides that no proposal is sufficiently advantageous to School, School may take whatever further action is deemed necessary to fulfill its needs.

**3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. If any criteria are found to be inconsistent or incompatible with applicable state or federal laws, regulations, or policies, that criteria will be disregarded and the responses will be evaluated and scored without taking into account such criteria.

**Summary of Evaluation Criteria:**

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	20 available points

3. Cost (Cost Proposal)	80 available points
<b>Total</b>	<b>100</b>

Proposals will be evaluated using the following approach.

Step 1: In this step, proposals will be evaluated only against Criteria 1 to ensure they adhere to the Mandatory Requirements. Any proposals not meeting the Mandatory Requirements may be disqualified, not considered responsive, and/or rejected.

Step 2: Proposals meeting the Mandatory Requirements will then be scored based on Criteria 2 and 3. This scoring will have a maximum possible score. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation. Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include additional “short lists.”

Step 3: The short-listed proposals will then be evaluated based on the entire evaluation criteria outlined in this RFP. If School conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the evaluation criteria.

- 3.2.1 Adherence to Requirements – Pass/Fail  
Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 100 points.

- 3.2.2 Management Assessment/Quality: **20** available points

- 3.2.3 Price: **80** available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal can receive a maximum of 80 points. The normalization formula is as follows:

$$\square \text{ Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Proposal}) \times 80$$

In determining whether an offeror is responsible, School may consider the following factors: (1) The ability and capacity of the offeror to provide the Services; (2) The integrity, character, and reputation of the offeror; (3) The competency and experience of the offeror. In determining whether an offeror is responsive, School may consider the following factors: (1) Whether the offeror has submitted an offer that conforms in all material respects to the specifications; (2) Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offerors; (3) Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.

School expects the contract award will be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the School, taking into consideration price and the other evaluation factors set forth in the request for proposals. Award may be made to more than one (1) offeror whose proposals are determined in writing to be advantageous to the School, taking into consideration price and other evaluation factors set forth in the request for proposals. Offers will be received and contracts may be awarded separately or for any combination of a line or a class of Services contained in this RFP.

An offeror does not gain a property interest in the award of a contract by School unless: (1) the offeror is awarded the contract by the School's board; and (2) the contract is completely executed by the offeror and School.