

Mountain View School District #244

REQUEST FOR PROPOSAL

2015-01 Category Two, E-Rate YR 19 (2016)

RFP Number: NCCE ID 2016-14

Request(s) Type:

Wide Area Network

470 Number: 170075811

RFP Release Date: **March 27, 2017**

Non-Mandatory Phone Meeting: N/A

Non-Mandatory Walk-Through: N/A

Deadline for Questions: **April 24 2017 at 12:00PM**

Proposal Due By: **April 25, 2017 at 4:00PM**

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1 Preamble

Mountain View School District (hereinafter, District) is seeking a contract with a company (hereinafter, Proposer) for the following purpose(s):

- WAN connection to six entities.

The Northwest Counsel of Computer Education (hereinafter, NCCE) has been retained by the District to manage their E-Rate application and to conduct a fair and competitive bid for the products and/or services outlined in this Request for Proposal (RFP).

The aim of this RFP is to (a) provide a description of the work needed (b) provide instructions regarding required forms and content of proposals, (c) establish scoring criterion, and (d) articulate local bid requirements and expectations of Proposer.

Request for Proposal Release Date: **March 27, 2017**

The last day to submit questions is **April 24, 2017 at 12:00PM MST**

Proposals, in response to this RFP, shall be received no later than: **April 25, 2017 at 4:00PM MST**

Proposal content and directions for submitting proposals is listed below in Section Three and Four.

Criteria used for the evaluation of proposals is listed in Section Five.

All questions, comments, or concerns regarding this RFP should be addressed in writing to Eric Chambers at echambers@ncce.org. *Attempts to contact anyone else regarding this RFP shall be viewed as an attempt to circumvent the competitive bidding process and may result in the disqualification of your bid(s).* Phone calls regarding this RFP shall not be accepted.

2 District Background

Mountain View School District 244 is located just south of the Nez Perce Reservation and 75 miles south east of Lewiston Idaho.

Approximately 1,450 students attend five schools. Approximately 59% of all students qualify for free or reduced-priced meals. The District is considered “rural” for the purposes of the Federal E-Rate program.

Address to the District entities are:

Name	Address	City	State	Zip
District Office	714 Jefferson St	Grangeville	ID	83530
Grangeville High School	910 S. D Street	Grangeville	ID	83530
Grangeville Elementary/Middle	400 S Idaho Ave	Grangeville	ID	83530
Clearwater Valley Jr/Sr High School	4643 Hwy 13	Kooskia	ID	83539
Clearwater Valley Elementary School	306 Pine St	Kooskia	ID	83539
Elk City School	100 School Road	Elk City	ID	83525

3 Statement of Work

3.1 Goal 1: WAN Connection

Currently the District has 45Mbps connections to Clearwater Elementary and Clearwater Jr/Sr High School, a 15Mbps wireless connection to Elk City School, and fiber to Granger Elementary/Middle School and Grander High School. The District owns the fiber to Grangeville High School. All connections originate from the District Office.

The District will accept bids for all transport solutions that meet the general and specific specifications listed in this RFP including but not limited to leased lit fiber, leased dark fiber, Ethernet, wireless, and so forth.

3.2 Specifications

As a minimum, proposals must match the District’s current speeds with the ability to scale up during the life of the contract as follows: current configuration (or better), 50Mbps, 100Mbps, and 200Mbps,

All equipment, transmission methods, and systems must be “industry-standard.” Industry-standard is defined as the most current version of relative standard(s) set by an American National Standards Institute (ANSI) or International Organization for Standardization (ISO)-accredited Standards Developing Organization (SDO), such as the Institute of Electrical and Electronics Engineers (IEEE), Telecommunications Industry Association (TIA), or Electronic Industries Alliance (EIA).

The overall reliability of the network—and, therefore, of all components comprising the network—is an important proposal evaluation criterion. As an attachment to its response to the RFP, the vendor must provide manufacturer specification/data sheets for all hardware that is proposed – whether they are eligible for e-rate reimbursement or not.

The selected Proposer will be responsible to provide necessary hardware and labor related to the design, installation, configuration, and training of staff to manage the proposed system. The successful Proposer is required to possess all necessary licenses, obtain all required permits, and arrange for final inspections. The successful Proposer is required to ensure that the project passes all required inspections. The successful Proposer must ensure that prevailing wage is paid as required by Idaho State law. Further, the proposed WAN solutions must:

- Include 30 IP public IP addresses
- Guarantee 99.5% uptime

NOTE: Dark fiber solutions must include all hardware necessary to light the fiber.

In addition, the following specifications must be met:

- Proposals must separate eligible and ineligible components.
- Solutions must include maintenance and repair specifications.
- Network service must follow an automated detect and preventative maintenance procedure.
- Must include network monitoring tools to monitor bandwidth.
- Must outline process for notifying MVSD of network issues via email or phone call.
- Must provide 4-hour onsite support for network outages, 24-hour repair, and elevated tech support when needed.
- Must include terms for three and five years with options to renew.

3.3 General Design and Installation Specifications

- All fiber and cabling shall meet or exceed generally accepted industry standards and specifications (see below).
- Proposal shall include a timeline/proposed work schedule with work beginning on or around July 1, 2017.
- Proposers are responsible for reading all provided information and requesting necessary clarifying information to ensure they understand the project prior to submitting a proposal.
- At the completion of work, the winning Proposer shall be able to provide the District with ‘as-built’ drawings and all data related to system performance testing including bandwidth capabilities and latencies.
- It is the responsibility of the Proposer to design, furnish, install, and test all aspects of installed cabling and equipment for this project.
- The Proposer accepts that any available site plans, maps, or images furnished as part of this process are not guaranteed to be an accurate representation of all conditions.
- Any work completed on District property and environs shall comply with all State laws related to school or “safety” zones, including IS 18-3302D, IS 37-2739B, IS 18-8329, and others.
- When applicable, the Proposer is responsible for confirming the location of existing utilities prior to commencing work.
- Proposer shall restore landscaping, hardscaping, and any walls, floors, or ceilings to their pre-installation condition prior to concluding work.

3.3.1 Manufacture's Statement of Support

If the Proposer is anyone other than the manufacturer of the hardware or cabling, the Proposal shall include a Statement of Support from the manufacturer which conforms to the following requirements:

- The Statement of Support shall be current, dated, addressed to District, signed by an individual authorized to bind the Manufacture, and printed on Manufacture's letterhead.
- The Statement of Support shall stipulate that the Proposer is an authorized to sale and install the Manufacture's product lines.

3.3.2 Product inspections

All products shall be inspected prior to installation including;

- Verification that cable is the proper gauge, includes the correct number or pairs, and is free of damage including non-uniform jacket thickness, jacket tightness, or buckling.
- Verification that hardware is the material ordered.
- Verification that software and/or licenses are the correct and most current version.

3.3.3 Inspection by the District

The District reserves the right to perform inspections and approve on-going work at each phase of the project including, but not limited to: -- mandatory checkpoints meetings instead of specific as below

- 'Shop" drawings
- Cable installation including terminations

In addition, the District reserves the right to approve any substitution request prior to ordering or installing substitute parts.

3.3.4 Installation of Cables

All work shall be performed in accordance with all applicable standards including, but not limited to:

- ANSI/TIA/EIA-568-C.0 and addenda "Generic Telecommunications Cabling for Customer Premises"
- ANSI/TIA/EIA-568-C.1 and addenda "Commercial Building Telecommunications Cabling Standards"
- ANSI/TIA/EIA 568-C.2 and addenda "Balanced Twisted-Pair Telecommunication Cabling and Components Standards"
- ANSI/TIA/EIA-569-C and addenda "Commercial Building Standards for Telecommunications Pathways and Spaces"
- ANSI/TIA/EIA-606-B and addenda "Administration Standards for Commercial Telecommunication Infrastructure"
- ANSI/TIA/EIA-607-B and addenda "Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises"
- International Building Code 2015
- International Fire Code 2012
- National Electric Code 2014
- Manufactures installation protocols

If standards conflicts, the District shall make the final decision on which standard takes precedence.

3.3.5 Grounding

When grounding is required per installation standards or manufacturing installation requirements the following standards shall be met:

- BICSI Telecommunications Distribution Manual 13th Edition, “Bonding and Grounding (Earthing)”
- ANSI-J-STD-607-A “Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications”
- IEEE1100 “Recommended Practices for Powering and Grounding”

If standards conflicts, the District shall make the final decision on which standard takes precedence.

3.3.6 Installation of Raceways

- Bids should include appropriate non-metallic raceways with appropriate fittings for all exposed cable except for any cable installed in the attic.
- Installers shall comply with manufacturer’s instructions when installing raceway
- All raceways shall be installed plumb and level.
- All surface mounted raceway shall be affixed with appropriate screws via pre-punched mounting holes. No adhesive tape shall be used to secure the raceway.

3.3.7 Testing and Quality Control

- Installers shall perform all required tests and inspections per latest standards on all hardware and cabling including, but not limited to;
 - ANSI/TIA/EIA-568-C.0 and addenda “Generic Telecommunications Cabling for Customer Premises”
 - ANSI/TIA/EIA-568-C.1 and addenda “Commercial Building Telecommunications Cabling Standards”
 - ANSI/TIA/EIA 568-C.2 and addenda “Balanced Twisted-Pair Telecommunication Cabling and Components Standards”
 - Manufactures testing protocols
- The District reserves the right to hire an independent testing company to verify any test results provided by the installer. If the results vary more than 10% from the results provided by the Installer, the Installer may be required to retest the entire system.
- If standards conflicts, the District shall make the final decision on which standard takes precedence.

3.3.8 As-Built Drawing

The installers shall provide one (1) paper set and one (1) electronic set of as-built drawings to the District which includes the demark.

4 Contents of Proposal

All proposals shall include the following:

1. A face sheet, available here: http://www.ncce.org/images/2015_Face_Sheet.docx
2. A certification form, available here: http://www.ncce.org/images/2015_Certification_Page.docx

3. Proposal, including
 - a. Introduction and Executive Summary. Please do not exceed 1 pages.
 - b. Proposer background information, including background, relevant experience, service array, service response, and *at least* three references including contact information for similar sized projects, preferably from Districts in Idaho State. There is no page limit but each proposal shall address the following questions:
 - i. Proposer shall describe their resource availability to plan, design, and configure a WAN.
 - ii. Proposer shall describe their ability to provide onsite support if needed including average response time to the central office.
 - iii. Personnel profiles for the professional services personnel assigned to this work, including any certifications
 - iv. A list of Manufacturers the professional service team is certified to design and install with/for, if applicable
 - v. Overall years of experience and years' experience working with the proposed product line.
 - c. System Specifications, including design, installation, and maintenance of your proposed solution. There is no page limit but each proposal shall address the following:
 - i. Proposer shall describe in detail the items and services to be covered under maintenance.
 - ii. Proposer shall describe and define any client software that must be installed as well as any servers or appliances required and their operating locations i.e. (cloud, District central office, and/or individual school).
 - iii. Proposer shall describe the process for processing warranties
 - d. Detailed listing of all equipment needed (including brand and model number) *per site*. Please also include rack space needs, UPS needs, other electrical needs, and other needs.
 - e. Timelines.
 - f. Terms and conditions including total costs for all recurring and non-recurring costs. Please include all hardware, other equipment, software, licenses, labor, materials, delivery charges, all applicable taxes, and other fees. Any portion of any fee, license, feature or component that is not E-Rate eligible must be clearly apportioned and enumerated. It is acceptable to include non-E-Rate eligible components in a solution, but they must be clearly called out to enable proper reporting and filing to the FCC and USAC by the District. When applicable, include model and part numbers. Please specify which line items are eligible for E-Rate reimbursement under Category One or Two. If your proposal is accepted, these data shall be used to compete the Item 21 Attachment.
4. Subcontractor information, if applicable, including name, brief background information, a description of their roles, and three references for each if they shall be involved in any installation, service, or testing on any District property.
5. Product information sheets, white papers, etc. There is no limit to the amount of information included in this document, however, these are not scored and may not be reviewed.

Proposals shall include one (1) signed original, two (2) printed copies, and one (1) electronic copy in PDF, MS Word, or Rich Text Format via a thumb drive.

4.1.1 Proposal Format

Proposals should be on standard 8x11 paper for ease of copying and distribution. If it is necessary to include a document of larger size, please indicate so in a cover letter. Please do not bind proposals.

4.2 Submitting a Proposal

Proposals should be submitted to: Mountain View School District 244

Attn: Joe Rodriguez
Mountain View School District 244
714 Jefferson St
Grangeville, Id 83530

Please mark "Response to RFP NCCE ID 2017.014 across the seal of the envelop. Bids will remain sealed until the bidding has been closed.

Proposals shall be received by the date indicated in this RFP. Proposers are solely responsible for ensuring bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension. Proposers are encouraged to send a tracking number for all proposals to Eric Chambers at echambers@ncce.org.

5 Scoring Criteria

The following criteria shall be used to go evaluate bids:

30 points	Pricing of eligible goods and services
25 points	Understanding of District needs
15 points	Proposer qualifications/Experience including certifications
10 points	Price of ineligible goods and services
10 points	Experience with Proposer
10 points	References

5.1 Non-Responsive Bids

The Proposer's bid responses will be deemed non-responsive by the District and will be rejected without further consideration or evaluation if statements *such as* the following are included:

- "This bid does not constitute a binding offer"
- "This bid will be valid only if this offer is selected as a finalist or in the competitive range"
- "The Proposer does not commit or bind itself to any terms and conditions by this submission"
- "This document and all associated documents are non-binding and shall be used for discussion purposes only"
- "This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties"
- A statement of similar intent.

6 Additional Information

6.1 Addendum and Other Documentation

Any modification of this RFP that results in substantial changes to the Statement of Work will be published in an Addendum to this RFP. This RFP and subsequent addendum, if any, shall be published at <http://www.ncce.org/e-rate>. It is the responsibility of the Proposer to ensure they have reviewed the RFP and any addendum prior to submitting a proposal.

Questions from Proposers shall be answered, collated, and posted at <http://www.ncce.org/e-rate>. Generally, questions shall be answered within two business days. When questions cannot be answered within this timeframe the questions shall be marked “answer pending” until such a time as an answer may be posted. If a question cannot be answered in a reasonable amount of time, the Vendor may request an extension to the due date of the proposal. If an extension is granted, such extensions shall apply to all vendors interested in responding to this RFP.

The District reserves the right to not answer some questions if, in the opinion of the District and their agents, the answer is not necessary to provide a qualified bid. For example, the answer to the question “How much are you currently paying for cellular service” is irrelevant because the District expects that each Proposer shall provide the “best and final” offer in their proposals.

Please see the deadline for submitting questions, above.

It is the responsibility of the Proposer to ensure that they have received the most current “Question and Answer” document prior to submitting their proposal.

6.2 Authorized Signature

Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract. Proposals submitted by a third-party agent for equipment or services on behalf of another entity, must include a valid letter of authorization, power of attorney, or other documentation sufficient to certify the agent’s authority to bind the Proposer.

6.3 Availability of Funds

Awarding of a contract is contingent upon funding through the E-Rate program. If funding is denied, the District is not obligated to complete the project described in this RFP in part or in whole.

6.4 Award of Proposal

The award of any contract that comes from this RFP may be contingent upon the approval of funding from the Schools and Libraries Division of the Universal Services Administration (USAC).

6.5 Award Rights

The District retains the right to award all or part of the work described in Section One, above, to one or more Proposers.

6.6 Cancellation

The District retains the right to cancel this RFP and all supporting documents at any time. Cancellation notices shall be posted at <http://www.ncce.org/e-rate>.

6.7 Clarifications

The District reserves the right to obtain clarification of any point in the proposal obtaining information necessary to properly evaluate the proposal, including contacting subcontractors if listed in the proposal. Failure of a Proposer or subcontractors to respond to such a request for additional information or clarification may result in the rejection of the proposal. The District's retention of this right shall in no way reduce the responsibility of the Proposer to submit a complete, accurate, and clear proposal.

6.8 Compliance with Local, State, and Federal Laws

The Proposer must know, understand, and comply with all local ordinances and state and federal rules, regulations, and laws related to the competitive bid process.

6.9 Confidentiality

Proposals received in response to this RFP may be subject to public records requests. It is the responsibility of the Proposer to clearly mark any information that is proprietary or otherwise exempt from federal, state, or local public information requests. (c.f. The Freedom of Information Act, 5. USC § 552). Marking the entire proposal as "proprietary" may result in the rejection of your proposal.

Any information marked as "proprietary" shall be protected to the best of the District's ability. However, the decision to release proposals remains with the District.

6.10 Conflict of Interest

Potential conflicts of interest shall not automatically result in the rejection of the proposal but they must be declared with the proposal.

6.11 Cost Allocation and Ineligible Products/Services

The Proposer is responsible for correctly applying cost allocation to otherwise eligible products and services and correctly identifying ineligible products/services on the bid form.

6.12 Cost of Preparing Proposal

All costs incurred in the preparation of the proposal(s) shall be the responsibility of the Proposer and shall not be reimbursed by the District.

6.13 Debarment

The Proposer must not be debarred, suspended, proposed for debarment, voluntarily excluded or otherwise declared ineligible to enter a contract with the District by any local, state, or federal department or agency. The Proposer agrees to notify the District and the NCE of any change to this status.

6.14 Design Limitations of this RFP

This RFP is intended to represent a functional description and performance criteria for required systems. The Proposer is responsible for the actual system engineer and design activities that shall lead to the final system configuration (c.f. "Cost of Preparing Proposal" above).

6.15 Errors in the Proposal

Proposers are responsible for all errors and omissions in their proposal and any such errors or omissions shall not serve to diminish their obligations to the District.

6.16 Family Education Rights and Privacy Act

Student educational records are subject to 20 U.S.C. 1232g, Family Rights and Privacy Act (FERPA) and may not be disclosed except in very limited circumstances. The Proposer shall ensure that every employee or subcontractor responsible for carrying out the terms of this contract is aware of the confidentiality requirements of federal law. In addition, every such employee or subcontractor with access to student educational records must sign a confidentiality acknowledgement that indicates that he or she understands the legal requirements for confidentiality. The Proposer is responsible for the actions of its employees and subcontractors and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information will be limited to those employees and subcontractors who must have access to it to perform their responsibilities pursuant to this contract.

6.17 Inconsistencies

In the case of inconsistencies or disputes among the Agreement, the District's RFP, and the Proposer's Response to the RFP, the following order of precedence shall prevail in descending order of priority:

1. The Agreement and any written and fully signed amendments thereto.
2. The District's RFP and any written amendments thereto.
3. The Proposer's Response to the RFP and any authorized written amendment or clarifications thereto.

6.18 Incorporation of the RFP and Proposal in the Final Agreement

This RFP and the selected Proposer's/Proposers' response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by reference into the District's contract with the Proposer .

6.19 Proposal Disposition

All materials submitted in response to this RFP shall become the property of the District.

6.20 Registered Sex Offenders

Proposers acknowledges that District's "Registered Sex Offenders" policy prohibits anyone registered or required to register as a sex offender from being present on any District property for any reason, whether before, during or after District hours.

6.21 Reseller Authorization

When applicable, Proposer must be able to produce upon request, evidence of reseller authorization from the hardware and/or software manufacture.

6.22 Right to Waive Irregularities

The District reserves the right to waive minor irregularities that do not otherwise impact the mandatory requirements of this RFP. The District also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the requirement and doing so does not materially affect the scope of the project.

6.23 Service Provider Identification Number (SPIN)

Proposer must have a valid SPIN at the time the proposal is submitted and must not be in 'red light' status with the Federal Communications Commission as listed here:

<https://apps.fcc.gov/redlight/login.cfm>

6.24 Severability

If any provision or part of a provision of this Request for Proposal is found invalid, illegal, unenforceable, or in violation of FCC rules, that portion shall be modified or severed from this RFP and the remaining provisions deemed valid and enforceable. In the event of a modification or removal of any provision or part of a provision of this RFP, NCCE shall publish an addendum at www.ncce.org/e-rate.

6.25 Taxes and other fees

Current sales taxes and other fees must be included as separate line items in the proposal.

6.26 Terms of Validity

Proposal should be valid for a period of 180 days or greater

6.27 Use of Subcontractors

The Proposer shall, in all cases, serve as the sole point of contact with regard to any subcontracted services, equipment, software, and supplies, and shall ensure that any and all subcontractors comply with the terms of this RFP and subsequent Agreement(s). Responsibility for all work shall be the sole responsibility of the Proposer.

6.28 Withdrawal of Proposal

The Proposer may withdraw their proposal from consideration at any time prior to the bid opening by contacting Eric Chambers at echambers@ncce.org.

6.29 Proposer E-Rate Compliance

Suppliers are required to be in full compliance with all current and future requirements issued by the SLD for participation in the E-Rate program throughout the contractual period of any contract entered into with the District because of this RFP. Proposers submitting proposals under this RFP must provide a written statement that they agree to meet the following conditions relating to the E-rate program:

6.30 Proposer Identification Number (SPIN) and FCC Registration Number (FCCRN)

The Proposer shall provide a valid E-rate SPIN number (Proposer Identification Number), in the Proposal submitted in response to this bid opportunity. The SPIN must be recognized by the SLD and FCC as an E-rate eligible provider and therefore qualified to receive discounts under the Telecommunications Services program. The Proposer also shall provide the company's FCC Registration Number (Proof that the Proposer is not on the FCC Red-Light Status).

6.31 Proposer Annual Certification Form

The Proposer agrees to timely submit to the SLD a completed Form 473, Proposer Annual Certification form, which provides updated contact information to the SLD for the Proposer. This form is available on the SLD's website at <http://www.universalservice.org/si/> in the Forms section.

6.32 The District's Reimbursements

The Proposer agrees to provide reimbursements to the District for discounts on eligible services received on or after the effective date of discounts and already paid for by the District.

6.33 Cooperation with District's Preparation of E-rate Applications

The Proposer must agree to provide information on a timely basis that the District requests for the District to timely apply for E-rate applications.

6.34 Separate Itemization of E-rate Eligible and Ineligible Products and Services

The Proposer shall separately itemize the cost of E-rate eligible and ineligible products and separate installation costs, if any. To determine eligibility, call the SLD at 888-203-8100 or visit: E-rate Eligible Services at <http://www.universalservice.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

6.35 Compliance with E-rate Contract Signing Rules

The Proposer must acknowledge in its Proposal that the Proposer will make every effort to have any contract addendums that may arise from this RFP signed in accordance with the E-rate contract signing rules. Further, the Proposer must acknowledge in its Proposal that if the contract or addendum is signed outside of the e-rate contract signing window, the Proposer will disclose to the District, before soliciting the District's execution of the contract, that the contract is not eligible for E-rate funding.

6.36 Non-Collusion Affidavit

The Proposer shall execute an Affidavit of Non-Collusion in the form prescribed by the District to confirm that the Proposer is not in violation of the anti-bid rigging state law provisions of the state procurement law, or in violation of the Federal Communication Commission's Fifth Report and Order, as codified in 47 C.F.R.

6.37 Idaho State Non-Appropriations Clause

The District, by entering this agreement, acknowledges its current intention to make all payments due hereunder on the date such payments are due (but not a legal or other obligation to make any payments or to incur any liability beyond its then current fiscal year). In the event the District's board of trustees, or any governmental entity from which the District obtains operating or capital funds, fails to appropriate sufficient funds to fully fund all of District's obligations to make payments hereunder for any such fiscal year, or otherwise chooses not to renew this Agreement for an additional fiscal year, then the District will immediately notify Proposer or its assignee of such occurrence, but in no event, less than sixty (60) days prior to the end of the fiscal year, and the District's right and all its interest in the agreement shall terminate as of the first day of the first fiscal year in which the failure to appropriate occurs. If termination of the agreement based upon non-appropriation should occur, District shall be released from its obligations hereunder, except those that should arise herein for the period prior to the termination, and District shall return all personal property to Proposer. Notice of failure to appropriate shall state the failure of such legislative body or funding authority to appropriate the necessary funds or lack of sufficient funds of the District as reason for cancellation and shall be accompanied by payment of all amounts then due under this Agreement for the current fiscal year under this agreement. Upon termination under this section, District shall not be responsible for the payment of damages on an amount equal to the amount of payments that would thereafter come due for the next ensuing fiscal year, only as if this agreement had not been terminated, and/or which are

attributable to the number of days/months after which District fails to comply with Proposer's instruction for relinquishment/return of the property, or for any other loss suffered by Proposer as a result of District's failure to take such actions as required. If the District's governing body does appropriate and budget funds sufficient to make the payment for a fiscal year, then this agreement shall be deemed renewed for such fiscal year. The District agrees during the current fiscal year and for each fiscal year that this agreement is renewed (i) that District's staff will, for each fiscal period in which rental payments are scheduled to be made, present to its governing body a request that a budget for and approved the expenditure of an amount sufficient to allow District to make all payments due in such fiscal period; (ii) if sufficient funds appropriated and budgeted to it, or by it for the current fiscal year, for the acquisition, retention or operation of the premises then this agreement shall be deemed renewed for such fiscal year. Noting in this section or elsewhere in this Agreement shall be deemed in any way to obligate the District beyond the income and revenue provided during its then current fiscal year.