

December 1, 2023

Dear Potential Service Provider:

SWWC Service Cooperative (SWWC) is seeking wide area network, Internet access and other telecommunications and network related services on behalf of its members located across Southwest and West Central Minnesota. You are invited to submit proposals for these services to be provided to SWWC and our members in an effort to aggregate our purchasing power and share a number of educational services.

I am the Issuing Contact for this RFP. To request the RFP documents and register for the RFP Conference, please send an email to me at the address below. The E-Rate Form 470 application number for this project is: 240006545.

We will host an optional **RFP Conference on December 11, 2023 from 10:00 am to 11:00 am CST** to explain the RFP. Pre-registration is required for the conference. Please follow the registration instructions included in the RFP. The conference will be held in a web-based format allowing interested service providers to attend from a location that is convenient to you and allow for as many individuals from your team to attend as you wish. Attendance at this meeting is not mandatory; however, SWWC recommends that interested providers attend to obtain a better understanding of the RFP requirements. Interested providers will have the opportunity to submit questions in writing per the procedures outlined in the RFP.

In order to properly disseminate information to all parties and maintain a fair and competitive process, all questions pertaining to this RFP shall be directed to the Issuing Contact only. No other person is authorized to respond to your questions. All responses to questions will be published as an addendum to this RFP.

All updates, corrections, amendments, and addenda, including responses to questions posed through the RFP process, will be available to the public and posted online at <http://www.swwc.org/wan>.

**All responses to this RFP are due no later than 3:00 p.m. CST on Wednesday, January 24, 2024.**

Thank you for your interest in this important project for our member schools and libraries in our region.

Sincerely,

Josh Sumption  
Chief Technology and Information Officer  
SWWC Service Cooperative  
1420 East College Drive  
Marshall, MN 56258  
507-537-2265 (phone)  
[josh.sumption@swwc.org](mailto:josh.sumption@swwc.org)

# **Request for Proposals**

## **Wide Area Network Internet Services Digital Transmission Services**



## **SWWC Service Cooperative Wide Area Network Consortium**

**Issued:  
December 1, 2023**

### **Issuing Contact:**

Josh Sumption  
Chief Technology and Information Officer  
SWWC Service Cooperative  
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School Districts and geographic region in Minnesota of entities initially participating in this RFP.

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# 1 General Information for Providers

This Request for Proposal (RFP) is issued by SWWC Service Cooperative (SWWC) for services to be delivered to the entities listed in “Attachment A”. SWWC is actively working with these members to provide a platform for efficient technology operations as well as collaborative technologies that will be used over the Wide Area Network and Internet Services requested by this RFP.

The participating school districts and libraries actively share resources, including distance-learning classes, instructional support materials, and shared management of these resources. The following types of technologies are a sampling of what will be shared over the proposed WAN: data centers, disaster recovery services and equipment, core networking equipment, network surveillance and monitoring, network security, content filtering, IP phone systems, as well as SIP and H.323 video conferencing.

Although SWWC is managing this procurement process, all purchasing decisions will be made by the members listed in the RFP. Each school and library will retain the right to participate or not participate in their sole discretion. It is anticipated that cost will be the primary reason for non-participation by a member school or library.

This RFP contains the requirements and specifications that must be included in any proposal. SWWC holds a letter of intent from each member school and library to purchase services pursuant to this RFP procurement process. Please read through this entire document before preparing your response!

## 1.1 Definitions

This section provides definitions for the terminology used in this RFP.

- **Addendum:** a clarification of terms used in or requirements of the RFP without changing any requirements.
- **Amendment:** an officially communicated change to a stated requirement in the scope or other parameters of this RFP including adjustments to any of the associated deadlines.
- **Applicant:** the entity that will file E-rate forms. SWWC Service Cooperative is the applicant.
- **Attachment:** Documents that for all intents and purposes is an integral component to this RFP. Attachments provide detailed information pertaining to specific components of this document and are referenced throughout. Attachments also contain templates that are to be completed and utilized as a part of bids submitted to SWWC by service providers.
- **Bid:** the response of a Service Provider to this RFP. These responses may also be referred to as “bid response(s),” “RFP response(s),” “response(s),” and “Proposal(s).”
- **Bid process:** term for the entire process, extending from the release of the RFP to the selection of and contracting with the awarded service provider.
- **Billed Entity:** the entity that will pay the bills associated with the final contract. SWWC is the Billed Entity.

- **Digital Transmission Services:** A method of transmitting data from one point to another by means of electronic telecommunications. Digital Transmission services includes the infrastructure, or medium, by which this connection is physically achieved, as well as the electronic components and configurations required to transmit the data from one defined point to another. Digital Transmission Services are being sought as a part of this RFP by the members of SWWC Service Cooperative for the purposes described herein.
- **E-rate or E-rate Program:** the “Schools and Libraries Universal Service Support Mechanism,” the funding support program established under the Telecommunications Act of 1996 to provide discounts on eligible services to eligible schools and libraries.
- **FCC:** the Federal Communications Commission.
- **FCCRN:** FCC Registration Number.
- **Final Contract:** The Final Contract refers to the agreement resulting from contract negotiations between the selected vendor and SWWC.
- **FRN:** Funding Request Number.
- **Internet Access Services:** The provision of access to the Internet. Provision of this service includes all necessary hardware, configurations, and mediums required to establish a connection to the commodity Internet and provide the means by which a computing device, or network of computing devices, are able to access the commodity Internet. Internet Access Services are being sought as a part of this RFP by the members of SWWC Service Cooperative for the purposes described herein.
- **Internet2:** Is a not-for-profit computer network consortium that was founded in 1997 with the objective to develop and deploy advanced network technologies for the future of the Internet. The network connects over 60,000 educational, research, government, and community anchor institutions, from primary and secondary schools to community colleges and universities, public libraries, museums, and health care organizations. SWWC is seeking Digital Transmission Services for the purposes of providing connectivity to the Internet2 GigaPOP. SWWC is NOT requesting Internet2 services or membership in this RFP.
- **Members:** As used in this RFP, the term “members” refers generically to the K-12 school districts, public libraries, and other entities that may purchase services from the successful vendor.
- **NOC:** Network Operations and Data Center or centers. SWWC operates a NOC in both Marshall and Windom, MN for the aggregation of services for members and for disaster recovery purposes.
- **Proposed Contract:** the contract that would result from the successful selection of a winning vendor and subsequent negotiations. The Proposed contract may also be identified as the “contract”. These terms will be used interchangeably.



- **RFP:** Request for Proposals, and is the designation for this document and the associated attachments identified in section 1.4. All the components of the RFP are available via the Form 470 filed by SWWC covering these services.
- **Service Provider:** the entity responding to this RFP. They may be identified as “Service Provider(s),” “Provider(s),” “Respondent,” or “Vendor(s).” These terms will be used interchangeably.
- **Service Start Date:** The anticipated service start date (also known as the start of service date) for services requested by this RFP. All sites shall be assumed to have a service start date of July 1, 2024, unless expressly stated otherwise in the RFP. There may be flexible service start dates for sites that are under construction. Note that, as outlined below, service start date(s) may also be modified at the sole discretion of SWWC, particularly should problems or transfer of service issues arise with the winning service provider.
- **SLD** means the Schools and Libraries Division of the Universal Service Administrative Company.
- **SPIN** means Service Provider Identification Number.
- **Subcontractor** means a person or entity performing or proposed to perform a portion of Service Provider’s contract.
- **SWWC Service Cooperative:** the entity requesting bids in this RFP. SWWC will administer the contract and shall represent all members involved in this RFP. The relationship between the members and SWWC has been established by a Letter of Agency with each member. It may be identified in this document by name, as “SWWC,” “consortium,” or “the applicant.”
- **USAC or Administrator** means the Universal Service Administrative Company, which oversees the E-rate program.
- **Vendor, Service Provider, Prospective Vendor, Bidder.** These terms are used interchangeably to describe respondents to this RFP.
- **Wide Area Network or WAN:** A type of computer network that spans over a large geographical area providing private telecommunications services to multiple locations. Wide Area Network services includes the infrastructure, or medium, by which the network is physically achieved, as well as the electronic components and configurations required to transmit the data throughout the network. WAN Services are being sought as a part of this RFP by the members of SWWC Service Cooperative for the purposes described herein.



## 1.2 Purpose

Since the early 1980s, schools in southwestern Minnesota have been working together in consortia to acquire Wide Area Networking Services for the purposes of distance education and access to administrative mainframe applications. During the 1990s four of these consortia consolidated to form the SWWC Wide Area Network. During this transition, it became apparent that sharing educational resources for instructional and administrative functions was critically necessary and the introduction of the Internet created a great dependence on the SWWC Wide Area Network Consortium.

In 2023 the process of consolidating the Little Crow Telemedia Network (LCTN) and Minnesota River Valley Education District (MRVED) networks with SWWC began. The membership and governance of both network consortia have determined that both networks will be a part of the SWWC Wide Area Network, effective on July 1, 2024. This RFP document and supporting addenda provides the full details and descriptions of all members in the current SWWC, LCTN and MRVED consortia that will operate as the SWWC Wide Area Network Consortium at the beginning of the resulting contract for services.

### 1.2.1 Current Wide Area Network and Internet Infrastructure

SWWC currently contracts with a single service provider for the three services covered by this RFP: the Wide Area Network, Internet Access, and Digital Transmission Services to the Northern Lights GigaPOP at the University of Minnesota. Combined, the current complete solution allows for the members of the SWWC WAN aggregate services and educational resources allowing for greater efficiencies to be realized by all participating entities.

The current Wide Area Network infrastructure is completely fiber-based and purchased as a lit-fiber solution. This system is currently providing districts with WAN service at speeds ranging from 100 Mbps to 5.0 Gbps in a hybrid point-to-point architecture that interconnects 48 sites.

Internet Access is currently provided through two points of presence located at SWWC NOC's in Marshall and Windom, Minnesota with 3.0 Gbps of service at each. The total combined capacity of these two POPs is 6.0 Gbps and both currently operate with a utilization between 75 to 90% of their capacity during school hours.

Digital Transmission Services to the Internet2 GigaPOP at the University of Minnesota Twin Cities Campus is also present at the Marshall and Windom SWWC NOC locations at a speed of 2.0 Gbps at each NOC, for a total of 4.0 Gbps. Utilization of these connections sees an average utilization of 40 to 60% of their capacity during school hours with maximum peak utilizations reaching up to 95%.

SWWC's WAN Consortium facilitates centralized and managed services, promoting an economy of scale for entities involved. These services include next-generation firewall systems, internet content filtering, cybersecurity solutions, distance learning programming, and network management. Through efficient and secure management, the Consortium ensures reliable availability of mission-critical services to support educational goals.

## 1.3 Communications Guidelines

The Issuing Contact is the official point of contact regarding all matters relating to the RFP. The Issuing Contact has an administrative role overseeing the full process of this RFP and will not exercise any decision-making authority without the consent of the RFP evaluation committee.

The Issuing Contact is:

Josh Sumption, Chief Technology and Information Officer  
SWWC Service Cooperative  
1420 E College Drive  
Marshall, MN 56258

Phone: 507-537-2265

Fax: 507-537-6985

Email: [josh.sumption@swwc.org](mailto:josh.sumption@swwc.org)

Email communication is the preferred medium for all questions related to this RFP. All questions must be submitted in writing, verbal questions will not be accepted or responded to. The Issuing Contact will provide official responses to all questions submitted by the date specified herein. All answers to questions posed will be shared on our website: <http://www.swwc.org/wan>, with all vendor identifying information being omitted, so that all prospective bidders have access to the same information.

All communications pertaining to this RFP and the underlying requested services shall be directed to the Issuing Contact only. All communication to vendors will also originate from the Issuing Contact; all other information received by vendors should be considered inaccurate, null and void. We are under no obligation to respond to any comments, requests or questions directed to any persons other than the Issuing Contact. Bidders may be disqualified if they fail to direct all of their communications to the Issuing Contact.

### 1.3.1 Vendor Registration

Prospective vendors are asked to register with the Issuing Contact to ensure the timely dissemination of information. Vendor Registration is not a requirement but is strongly encouraged if you intend to respond to our RFP.

To register, prospective vendors should complete the form located at this URL:

<https://forms.office.com/r/mXz4X2Y4zi>

SWWC will keep the vendor registration list confidential; only SWWC SC staff associated with the RFP process will have access to the registration list. When updates are posted to the RFP website and USAC portal regarding questions and answers, clarifications, and corrections to the RFP, the issuing contact will send out an Email notification to all registered vendors. Only registered vendors will be able to receive these proactive communications, therefore all vendors interested in responding to this RFP are strongly encouraged to register.

## 1.4 Scope and Structure of Document and Attachments

The scope of services sought in this RFP includes Internet access and regional WAN telecommunications services for multiple sites which are detailed in “Attachment A” (note that school districts may consist of multiple hub-sites) as well as explicitly identified non-E-Rate eligible sites.

The services are to be provided for a term of 5 years with the ability for up to 5 optional one-year renewals for all requested services.

Service providers have maximum flexibility to offer creative proposals that meet the intent and requirements of this RFP. Respondents may bid on Internet Access, Digital Transmission Services, or Wide Area Network Services separately or include some or all of the services in a proposal. Regardless, pricing for Internet Access, Digital Transmission Services, and Wide Area Network Services must be proposed separately in an a la carte format, with separate pricing for each (see “Attachment A”). Respondents may utilize subcontractors to provide the required full access to members listed on this RFP, if necessary.

Section 1 contains general information for service providers responding to this RFP as well as rules and regulations that apply to the process. Section 2 is an outline of the timeline of the RFP process. Section 3 contains the statement of work, and describes the services to be purchased, technical specifications and the preferred method of business administration. Section 4 contains additional RFP response requirements that must be addressed in responses from vendors. Section 5 specifies the format for RFP response submissions and the required attachment files that must accompany responses. Section 6 outlines conditions related to invoicing for services being requested from service providers. Section 7 addresses contract terms and conditions that must be included in proposed contracts for services requested. Section 8 details evaluation criteria used in the selection process.

“Attachment A” provides vendors with template worksheets that must be utilized to detail pricing of the services requested in the RFP. The document also contains information regarding the schools listed in this RFP, including addresses and phone numbers for engineering and mapping purposes only. Prospective vendors are prohibited from contacting the sites. All communication pertaining to this RFP must be directed to the Issuing Contact. This document is also available on the RFP website in Excel format to aid in your response. Respondents are required to use these templates for their response(s); responses in other formats or which fail to follow the instructions on the worksheets may be disqualified at the sole discretion of SWWC.

“Attachment B” is the RFP Response Cover Page that vendors must include as a part of their response to this RFP. All information requested on the Cover Page is required to be submitted by vendors in order for your response to be evaluated. This document is also available on the RFP website in Word format to aid in your response. Respondents are required to include “Attachment B” with their response, and responses which fail to include “Attachment B” may be disqualified at the sole discretion of SWWC.

“Attachment C” is a non-collusion affidavit. All information requested on the non-collusion affidavit is required to be agreed to and submitted by vendors in order for your response to be evaluated. This document is also available on the RFP website in Word format to aid in your response. Respondents are required to include “Attachment C” with their response, and responses which fail to include “Attachment C” may be disqualified at the sole discretion of SWWC.

“Attachment D” includes a template of E-Rate and bid compliance questions requiring vendor response as a part of your bid. These questions must be answered completely and if further information is requested in relation to the answers provided it must be included in the response. This document is also available on the RFP website in Word format to aid in your response. Respondents are required to include “Attachment D” with their response, and responses which fail to include “Attachment D” may be disqualified at the sole discretion of SWWC.

Instructions for the placement of all attachments, as well as the overall format of a response to this RFP can be found in Section 5.

## **1.5 RFP Amendments and Addenda**

If it becomes necessary to issue an amendment, addenda, or other modification to the RFP, the relevant documents will be posted on the SWWC website at <http://www.swsc.org/wan> under “RFP Information” and will be posted to the EPC portal, as appropriate. If an amendment, addenda, or other modification is made, a notice will be emailed to all prospective vendors who have registered with the Issuing Contact as described in section 1.3.

No vendor contact information will be disclosed that would identify the prospective vendor submitting any question.

## **1.6 RFP Conference - Optional**

SWWC will present the general concept of the services requested by this RFP at an optional virtual RFP Conference on December 11, 2023 from 10:00 am to 11:00 am central standard time. Instructions to join the online meeting will be emailed to registered vendors. Reference section 1.3.1 for instructions on how to become a registered vendor.

The purpose of the RFP Conference is to clarify the intent of this RFP and present the general concept of the services requested. There will be a short presentation introducing participants to the RFP documents and requirements. Questions will not be accepted through the RFP Conference and must be submitted in writing to the Issuing Contact as defined in Section 1.3. The Vendor Conference will not be recorded.

The conference will not be held in the event no providers have registered for the conference by 3:00 PM central standard time on December 8, 2023.

To register for the vendor conference you must indicate your intent to attend during the Vendor Registration process as described in section 1.3.1.

## **1.7 Submission Costs**

Neither SWWC, the members, nor any consultants retained by them shall be responsible for any costs incurred by any provider or subcontractor receiving or responding to this RFP.

## **1.8 Confidential Information**

RFP responses will be kept confidential by SWWC and will not be revealed to or discussed with third parties except as required by applicable local, state and federal law or regulations, including all relevant state or federal grant programs. RFP responses may be reviewed or evaluated by independent agents of the members, none of whom shall be affiliated with any provider, and all of whom shall be bound by these confidentiality provisions.

Any and all concepts and ideas presented in any RFP proposal may be used by SWWC, whether or not SWWC selects or rejects the RFP proposal. Any financial information that is considered proprietary or confidential by the provider must be clearly marked CONFIDENTIAL FINANCIAL INFORMATION. All other material submitted with an RFP proposal will become the property of SWWC and will be retained at the discretion of the Issuing Contact and in compliance with applicable state, local, and/or federal requirements.

Upon completion of the RFP evaluation process and award of contract(s) to a vendor or vendors, all information submitted to the Issuing Contact shall be subject to disclosure pursuant to Minnesota Law and FCC regulations.

## **1.9 Rejection or Acceptance of Responses**

SWWC will review the proposals for compliance with the procedural requirements set forth in Section 5 and may reject any proposal that fails to comply with that section. SWWC may, however, at its sole discretion, waive immaterial deviations from the performance requirements or other terms of the RFP, if the response is otherwise in substantial compliance with the terms and intent of the RFP.

## **1.10 Validity of Proposals**

The response deadline for this RFP is January 24, 2024. Contracts are expected to be finalized no later than February 8, 2024. All responses to the RFP may not be withdrawn and must remain valid from the time of submission until the close of the FY2024 Form 471 window. All services included in this RFP will begin on the service start date(s).

## **1.11 Debriefings**

Providers whose RFP proposals are rejected may be granted the opportunity to have their questions answered by SWWC at its discretion.

## **1.12 News Releases**

All news releases regarding this project may not be released without the prior written approval of the Issuing Contact.

### **1.13 Notification of Selected Provider(s)**

The successful provider(s) will be notified by the Issuing Contact through the issuance of a notification of award letter via email. Unsuccessful providers will also be notified via email.

### **1.14 Economy of Preparation**

All proposals should be prepared simply and economically and should present a straightforward, concise description of the provider's ability to meet the requirements of this RFP.

### **1.15 Oral Presentation**

Vendors who submit a timely and complete response to this RFP may be invited to make oral presentations and provide additional written support to their initial submissions. The number of vendors invited to present will directly depend on the quality and completeness of proposals submitted.

If deemed necessary, these presentations are tentatively scheduled between January 30 and February 1, 2024 at the SWWC offices in Marshall, Minnesota. Service Providers will be given the opportunity to present in person or through video conferencing technologies. Participants from SWWC and the members of the consortium will also be given the option of attending in person or through video conferencing. Up to 2 hours will be allotted for each presentation, including time for questions and answers.

The oral presentations will allow the vendor the opportunity to clarify their responses and allow the members to ask additional questions. Vendors will be required to submit answers to any remaining questions, and clarify any remaining issues.

Onsite presentations may be recorded strictly for the purposes of documenting the bid evaluation process.

### **1.16 Selected Provider Responsibilities**

The selected provider(s) will be required to assume full responsibility for all products, services and warranties offered in its RFP proposal, whether or not the services will be provided by the provider or its subcontractors. Further, SWWC will consider the selected provider to be the sole point of contact with regard to all contractual matters.

### **1.17 E-Rate**

It is the intention of SWWC to apply for discounts under the E-rate program for some or all of the services sought in this RFP. Therefore, all Service Providers responding to this RFP must participate in the E-rate program and must comply with all applicable FCC rules.

E-Rate rules are accessible via the Administrator's website (<https://www.usac.org/e-rate>) and/or from the Federal Communications Commission website (<https://www.fcc.gov>). Providers must be familiar and compliant with all applicable federal E-Rate program requirements, including but not limited to:

timely filing of all required service provider forms, including Form 498, Form 499-A (annual and quarterly filings to the extent they are applicable); Form 473 (Annual Service Provider Certification); Form 474 (Service Provider Invoice Form), which invoices SLD for the E-Rate discount amount; and provision of discounted bills (net of the E-Rate discounts) to the consortium unless otherwise specified. Service provider must agree that the parties' contract and any subcontracts, amendments, extensions, or other modifications of the contract shall be executed in compliance with all E-rate program requirements (including, but not limited to, those cited herein). Should the Service Provider use subcontractors, the Service Provider is responsible for its subcontractors' compliance with all statutory and regulatory requirements associated with the E-rate program and applicable federal, state, and local laws. In addition, the service provider must designate a single point of contact within the service provider's organization to assist in the timely compliance with all E-rate program requirements.

### **1.17.1 Document Retention, Production of Records, and Audits**

The Service Provider must, in compliance with E-rate program rules, retain all documentation associated with their bid and service provided pursuant to this contract for a minimum period of 10 years after the last date to receive service (or whatever retention period is required by the rules at that time). Any and all documents that demonstrate compliance with statutory or regulatory requirements associated with the E-rate program must be retained as well.

Service Provider shall, upon request from either a representative of an authorized state agency, the Federal Communications Commission, the Administrator, their subcontractors, or SWWC, produce those records.

In the event of an audit or other review, Service Provider must receive written consent from SWWC prior to producing or submitting any documents that contain confidential information.

### **1.17.2 Lowest Corresponding Price**

Pursuant to federal regulations, Service Providers shall not charge entities participating in the E-rate program a price above the lowest corresponding price for supported services, unless the FCC (with respect to interstate services) or the state commission (with respect to intrastate services) finds that the lowest corresponding price is not compensatory.

### **1.17.3 Eligible Services**

It is the responsibility of the service provider to identify those services that are eligible and those that are ineligible in their response. Eligible and ineligible services (and related equipment) must also be explicitly identified in the RFP response. The Cost Proposal Worksheets found in "Attachment A," contain a mechanism for separating eligible and ineligible costs. If a provider is unsure about eligibility, the provider should seek a response from the Schools and Libraries Division of USAC regarding the eligibility of the component of the service; if the provider is still unable to determine the eligibility, the service provider must call this to the consortium's attention in the RFP response and allow us to jointly research the issue, if necessary. If any services are incorrectly identified as eligible in the bid response, the service provider must honor the discounted price generated in the Cost Proposal Worksheet for the item(s) which were incorrectly identified as eligible. The consortium will not pay prices above those generated in the Cost Proposal Worksheet.



#### **1.17.4 FCCRN and “Red Light” Requirement**

Any provider submitting a response must have a Federal Communications Commission Registration Number (FCCRN) and should be in good standing with the Federal Communications Commission (i.e. not in “Red Light” status). The FCCRN should be included in the bid proposal and certification of the vendor’s current “Red Light” status should be included in the bid response (see below). Providers may obtain a FCCRN and document their “Red Light” status via the Federal Communications Commission Website: <http://www.fcc.gov>. The provider will have a continuing obligation to notify the consortium of any change in “Red Light” status and failure to maintain good standing with the FCC and to be classified as on “Red Light” status may constitute grounds for terminating the parties’ contract for cause. If a service provider that is currently on “Red Light” status wishes their bid to be considered, the provider must include with their bid response a written explanation of the circumstances that led to being placed on “Red Light” status, indicate what steps have been or are being taken to rectify the situation, and indicate how “Red Light” status would affect the service provider’s ability to provide discounts under the E-rate program. Such service providers may have their proposals rejected at the sole discretion of the consortium.

#### **1.17.5 SPIN Requirement**

Providers must also have an up-to-date Service Provider Identification Number (SPIN) and must maintain eligibility to provide services under the E-rate program. The provision and use of multiple SPINs is discouraged. Providers that have multiple SPINs should select a single corporate entity with a single SPIN as the prime contractor submitting the proposal to this RFP. The provider should agree that all E-rate eligible service billing resulting from a contract awarded pursuant to this RFP will be provided under this single SPIN. The provider’s SPIN should be included where requested throughout the bid document templates.

### **1.18 Subcontracting**

The service provider must identify the subcontractors to be used on the project and the work they will perform. Subcontractors are subject to the same general conditions as the prime service provider. SWWC and the members reserve the right to reject any subcontractor based on legitimate business concerns, in their discretion.

The responding service provider shall remain responsible to provide the services proposed in their response and shall not assign or divert this responsibility to others. The contracted service provider shall bear complete responsibility for all activities of all subcontractors engaged by it. SWWC and the members shall have no obligation to purchase services from or pay for services rendered by subcontractors.

### **1.19 Security Clearances**

All personnel (including contractors and subcontractors) that work on this project or provide services in the schools and libraries must observe all security and safety procedures of each school, library or any other facility being accessed and must obtain and clear all background and record checks required by law or local rule.

## **1.20 Tax Exempt Status**

The schools and libraries that will benefit from this RFP are public entities or private non-profit schools that enjoy certain exemptions from taxes and fees. They are not exempt from all telecommunications taxes and fees, such as the universal service contribution fee. Providers must ensure that their cost proposals include all applicable taxes and surcharges from which the schools and libraries are not exempt; any taxes, fees, or other costs which are not included in "Attachment A" will not be paid and will be the sole responsibility of the Provider, except as provided in Section 6.4 of this document. If a provider needs specific information from members regarding their tax status, please state that information here or refer to it in an attachment.

## **1.21 Penalties for Non-Performance**

Please be advised that the final contract terms and conditions will include penalties for non-performance of contracted obligations and will include Performance Service Level Agreement (Performance SLA) and Delivery Service Level Agreement (Delivery SLA) language as defined in Section 3. All Services must be performed and provided according to contractual parameters and be available no later than the service start date as defined by SWWC.

## **1.22 Additional Information for Vendors**

SWWC and members reserve the right to:

- Amend, modify, or cancel this RFP or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP, such changes to be complied with by all providers;
- Award a contract for any part of or all parts of the RFP to one or more service providers and negotiate specific terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request that providers clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) but not necessarily the lowest-priced proposal(s) in accordance with Minnesota law and E-Rate rules where price of E-rate eligible services is the factor given the most points in the evaluation of the various factors considered in the evaluation.

## 2 Timeline and Process

**All proposals must arrive at the Issuing Office no later than 3:00 PM CST on January 24, 2024 to be considered, in full compliance with the instructions in Section 5.** All proposals received after the deadline will not be opened or evaluated and will be discarded. A minimum of three representatives of SWWC will determine the timeliness of all submissions. The timeline is as follows:

December 1, 2023	RFP Release Date
December 11, 2023	RFP Conference at 10:00 am CST by virtual conference
December 18, 2023	Final written questions due by Noon CST.
<b>January 24, 2024</b>	<b>RFP proposals due no later than 3:00 PM CST. (See Section 5 for submission instructions.)</b>
January 30 – February 1, 2024	Service Provider presentations, if required.
February 8, 2024	Final Proposals/Negotiations conclude
February 9, 2024	Anticipated award date
February 28, 2024	Contract presented at SWWC Board Meeting for final approval
March 1, 2024	Final Date for member Opt-Outs
Service Start Date(s)	See Section 3.6.2 and information specific to each service for definitions of service start date(s).

\* The contract award date will occur no later than the deadline for filing a completed E-Rate Form 471 for FY2024, a date which has not yet been set by the program administrator. SWWC reserves the right to modify this schedule in its entirety.

## 3 Services Requested

For over forty years, members of SWWC have leveraged their joint purchasing power to acquire the most cost-effective solution for what is now known as wide area network, digital transmission, and Internet Access services, to meet their ever-changing needs.

The Wide Area Network is currently used to leverage shared educational resources at a regional level to help reduce costs to the participating schools and libraries. A number of shared network infrastructure systems are utilized by the WAN member school districts in an effort to ensure their ability to access industry leading technology and security systems at a price that they can afford by sharing access through the consortium. The WAN is also the source of the participating school districts' Internet and Internet2 Access, provided through the Internet Access and Digital Transmission Services sought herein.

It is the intent of SWWC and the members to continue to share these services when doing so leads to the best total cost of ownership value. Each member will be allowed to determine their participation in the Wide Area Network based upon the proposals received in response to this RFP.

This section contains specific technical requirements established by the members of SWWC. In the absence of specific requirements pertinent to a working solution, providers have the discretion in creating and implementing their solutions to best suit the requested services herein. If a provider cannot meet a stated requirement, the provider must indicate that fact and propose an alternative solution that meets the members' intent. A provider's Alternate Proposal may deviate from the stated

requirements in order to propose the most cost-effective and creative solutions, but the solution must meet the minimal technical requirements specified in this RFP.

### **3.1 Scope of Services Sought**

The services requested in this RFP fall under three major categories of service: WAN, Internet, and Digital Transmission Services. Each of these services will be evaluated independently, although vendors who demonstrate their ability to provide all three services will be awarded additional points as detailed in Section 8. Vendors proposing complete solutions for all services requested must provide independent pricing for each of the categories of service and allow for services to be unbundled if awarded. Any pricing discounts that are provided for a contract that includes more than one of the services requested, that will not be provided if services are unbundled must be clearly stated in the vendor's pricing proposal.

The services that are proposed must be compliant with the E-Rate program's eligible services; we anticipate that the full cost of all services bid will be eligible for E-rate discounts unless ineligible entities are recipients of services. If any portion of the service is not eligible for E-Rate funding, that portion of the cost must be appropriately allocated and identified clearly in the pricing proposal in the provided response areas.

Pricing and descriptions of the services requested must be detailed in the provided templates. If a vendor wishes to provide further detail or clarification of the services being proposed, additional information can be provided as a supplemental addendum to your response, however, the provided response templates must detail all pricing information. Any costs, including taxes and fees, not reflected in the response templates will not be paid by SWWC or its members and are the sole responsibility of the provider, except as provided in Section 6.4 of this document.

#### **3.1.1 WAN Services**

The SWWC Service Cooperative Wide Area Network Consortium is seeking bids for connectivity between the sites listed in "Attachment A." Due to the speeds required, we are presuming that these services will be provided via leased lit fiber. Proposals for lit fiber services should be a standard lease arrangement. Arrangements are sought for the time period(s) outlined below under "Contract Period," Section 7.1.

We are open to alternatives to leased lit fiber for the provision of these services. Alternative technologies to leased lit fiber may be proposed as an Alternative Proposal, as further detailed in Section 3.3, by vendor, however, vendors must provide substantiating evidence that the technologies proposed are equivalent in throughput, dependability, and long-term scalability as a fiber-based solution. We encourage all WAN services proposals to include end-to-end provision of services.

For leased-lit fiber and alternative proposals, the SWWC Service Cooperative Wide Area Network will interconnect the sites identified to one of the two identified NOC's which are located in Marshall and Windom, MN. Additionally, SWWC is considering the addition of a third NOC location at New London, MN. This NOC location must be treated as an alternative for the sites where it is identified as an option.

Proposals should include your pricing proposal to connect each identified site to the corresponding NOC location in detail in the pricing spreadsheets provided as "Attachment A." SWWC shall select the most

cost-effective connection proposed to one of the two primary NOC locations, or the New London alternative, identified for each location identified on the network. Additionally, services are being sought as part of the WAN request to interconnect the Marshall, Windom, and (proposed) New London NOCs to allow for SWWC and its members to maintain disaster recovery services.

In the pricing proposal, the service provider should input a brief descriptor to identify the type of service offered to each site (i.e. MPLS over T1, Metro Ethernet etc.).

### **3.1.1.1 “Attachment A” WAN Cost Requirements**

Pricing for Leased-Lit Fiber Services and Alternative Service proposals, must be provided in the format provided in “Attachment A.”

The following worksheets are provided in “Attachment A” and must be used as templates to fully disclose all costs associated with your proposal for WAN Services. A vendor providing proposals for Leased-Lit Fiber services must complete all pricing worksheets that are designated for “Lit Services”.

The service provider hand-off at a SWWC or member network for leased-lit fiber services or alternative services must include the ability to interface to the vendor provided services at the speeds specified in “Attachment A.”

As a standard, the solution should provide:

- A copper RJ-45 hand-off at the point of demarcation for sites being served with 1.0 Gbps, or less.
- A SFP type connection providing a copper or fiber-based hand-off at the point of demarcation for all sites being served with more than 1.0 Gbps.

The solution that will be used must be expressly detailed in the proposal and be an agreeable solution to meet the needs of SWWC and its members.

Note that some locations on the WAN serve as a common point of demarcation and can aggregate multiple WAN sites. When a site serves as a common demarc the hand-off must be capable of providing service to each entity being served at that location.

Supplemental documentation providing greater breakdown of services and costs may be provided with the proposal, but all costs must be provided in “Attachment A” and accurately categorized as:

- Monthly recurring costs, eligible for E-Rate funding
- Monthly recurring costs, not eligible for E-Rate funding
- Non-recurring, one-time, costs, eligible for E-Rate funding
- Non-recurring, one-time, costs, not eligible for E-Rate funding
- Special construction costs, eligible for E-Rate funding
- Special construction costs, not eligible for E-Rate funding

In addition to pricing information, details regarding the components of the proposed services and a description of each corresponding cost must be provided.

#### For Leased-Lit Fiber Services:

It is important to note that the bandwidth, or speed, contracted by SWWC for each site defined in “Attachment A” will vary for Lit Fiber Services, and speeds will be changed throughout the term of the contract for links between sites when deemed appropriate by SWWC. For example, a set of sites may be

contracted for services at less than 1 Gbps, while another set is contracted at 1 Gbps, and yet another set contracted for 2 Gbps simultaneously.

The consortium will evaluate the proposed pricing for “Location A” to “Location B,” “Location A” to “Location C,” and alternatively where indicated “Location A to Location D,” and choose the most cost-effective connection to connect Location A to the consortium’s WAN. Pricing for all speeds must be guaranteed as the maximum possible cost for each requested bandwidth capacity for the full term of this contract and all contract extensions. The WAN speeds outlined in “Attachment A” are to be read as both the download and upload speeds for these services.

The following worksheets are for Leased-Lit Fiber services, and must all be completed by vendors responding with a Leased-Lit Fiber solution.

- **“Lit Services under 1 Gbps”** - provide pricing to connect each site listed in “Location A” to “Location B,” “Location C,” and where indicated “Location D,” independently in the respectively labeled columns at the dedicated bandwidth capacity that is identified in the “Speed” column.
- **“Lit Services 1 Gbps”** - provide pricing to connect each site listed in “Location A” to “Location B,” “Location C,” and where indicated “Location D,” independently in the respectively labeled columns at a dedicated bandwidth of 1.0 Gbps as is identified in the “Speed” column.
- **“Lit Services 2 Gbps”** - provide pricing to connect each site listed in “Location A” to “Location B,” “Location C,” and where indicated “Location D,” independently in the respectively labeled columns at a dedicated bandwidth of 2.0 Gbps as is identified in the “Speed” column.
- **“Lit Services 5 Gbps”** - provide pricing to connect each site listed in “Location A” to “Location B,” “Location C,” and where indicated “Location D,” independently in the respectively labeled columns at a dedicated bandwidth of 5.0 Gbps as is identified in the “Speed” column.
- **“Lit Services 10 Gbps”** - provide pricing to connect each site listed in “Location A” to “Location B,” “Location C,” and where indicated “Location D,” independently in the respectively labeled columns at a dedicated bandwidth of 10.0 Gbps as is identified in the “Speed” column.
- **“Lit Services 15 Gbps”** - provide pricing to connect each site listed in “Location A” to “Location B,” “Location C,” and where indicated “Location D,” independently in the respectively labeled columns at a dedicated bandwidth of 1.0 Gbps as is identified in the “Speed” column.
- **“Lit Services 20 Gbps”** - provide pricing to connect each site listed in “Location A” to “Location B,” “Location C,” and where indicated “Location D,” independently in the respectively labeled columns at a dedicated bandwidth of 20.0 Gbps as is identified in the “Speed” column.
- **“Lit Services over 20 Gbps”** - provide pricing to connect each site listed in “Location A” to “Location B,” and where indicated “Location C,” independently in the respectively labeled columns at the dedicated bandwidth capacity that is identified in the “Speed” column.

For Alternative Lit Services:

To provide an alternative Lit Service option other than those requested, the costs and descriptions for those services can be provided on the “Lit Services Alternative Option” worksheet. Additional information may also be provided as an addendum to the response, but all costs must be fully detailed in the provided worksheet. Identify the speed for each of the requested links that is being proposed; if the speeds are not symmetrical, note the correct upload and download speeds.

If multiple Alternative Proposals are being provided, you must make a copy of the provided worksheet for each proposal that SWWC is to consider. Proposals not accompanied with a costs worksheet as provided in “Attachment A” will not be accepted.

### 3.1.2 Internet Services

Internet Services provided to the Marshall and Windom NOCs are being sought to allow for aggregation of members' Internet access allowing for greater scalability of bandwidth available to members while keeping the solution affordable and scalable. Additionally, SWWC will be considering Internet service at a proposed third NOC Location in New London, MN. The consortium is seeking managed Internet services that include Internet access with routing services.

SWWC prefers that a single Internet Service Provider provides service to both its Marshall and Windom NOCs and will provide preferential scoring to such proposals. If the additional, proposed third NOC location becomes a reality, it will be the preference that all three NOCs are served by the same provider. It is, however, not required that Internet Service Provider's be able to provide services to all NOCs if they are not capable of doing so. In the event of an Internet service outage at one of the two NOC locations, ISPs must be capable of routing and advertising subnets normally advertised out of the ISP connection that is down from the location that is still operating. ISPs must agree to and be fully capable of advertising the consortium's privately owned IPv4 subnet as well as a future rollout of the consortium's privately owned IPv6 subnet as detailed in Section 3.5.1.

Routing services provided must be bundled as a part of the requested Internet speeds identified in "Attachment A." Additionally, the routing services must be capable of providing the needed capacity for the Consortium's contracted Digital Transmission Services detailed in 3.1.4. The proposed routing equipment must be capable of interfacing to the Digital Transmission Services Circuits being requested in 3.1.4 and routing traffic over those circuits to identified nodes.

Internet services may not be throttled or rate controlled by the ISP for any traffic by default. At SWWC's sole discretion, certain traffic may be prioritized utilizing consortium owned equipment or at SWWC's request to the ISP, in order to provide quality of service (QoS) for specific traffic destinations or transport protocols. Additionally, the Internet services being requested are all symmetrical bandwidth speeds and are expected to be guaranteed bandwidth capacities, subject to periodic testing and monitoring by SWWC. The Internet speeds outlined in "Attachment A" are to be read as both the download and the upload speeds for these services.

#### 3.1.2.1 "Attachment A" Internet Services Cost Requirements

The "Internet Access Service" worksheet in "Attachment A" provides a template that all service providers providing a proposal for Internet Services must complete and provide all costs and descriptions of services included for the Internet speed increments requested. In all cases, the speeds that are being requested are symmetrical bandwidth where download and upload speeds are the same. Vendors must provide costs for all requested speeds and the pricing for all speeds must be guaranteed as the maximum possible cost for each requested bandwidth capacity for the full term of this contract and all contract extensions.

If additional descriptions or alternate pricing proposals for Internet services other than those requested are being provided they can be attached as an addendum to your response.



### **3.1.3 Digital Transmission Services**

The Consortium seeks Digital Transmission Services to the GigaPOP hosted by the University of Minnesota from the NOC locations in Marshall and Windom. Alternatively, service is also being sought at a third NOC location located in New London. Interconnection to the University of Minnesota is preferred, by the University, to take place at the “511 building”; 511 11<sup>th</sup> Ave.; Minneapolis, MN 55415.

Proposals must be inclusive of all interconnections to the University as well as interfacing to routing equipment used for the Consortium’s Internet Services being requested in 3.1.2. The service provider will be responsible for ensuring that prioritized routing through the Digital Transmission Services is provided based on tables to be advertised by the University of Minnesota, as a preferred route over commodity Internet services.

Proposals must include detailed pricing outlined in “Attachment A” for all service level capacities requested to each of the NOC locations. The Digital Transmission Service speeds outlined in “Attachment A” are to be read as both the download and the upload speeds for these services.

#### **3.1.3.1 Attachment A Digital Transmission Services Cost Requirements**

The “DTS” worksheet in “Attachment A” provides a template that all service providers providing a proposal for Digital Transmission Services must complete and provide all costs and descriptions of services included for the speed increments requested. Vendors must provide costs for all requested speeds and the pricing for all speeds must be guaranteed as the maximum possible cost for each requested bandwidth capacity for the full term of this contract and all contract extensions.

If additional descriptions or alternate pricing proposals for Digital Transmission Services other than those requested are being provided they can be attached as an addendum to your response.

## **3.2 Service Locations**

“Attachment A” contains all the necessary addresses and phone numbers for the member sites that are to be directly connected to the wide area network. Additionally, some sites will be interconnected to other sites within the same school district as a part of the wide area network to allow for cost effectiveness, resource sharing and scalability within the district. These connections are identified in each pricing sheet included in “Attachment A”.

“Attachment A” also includes additional information regarding which locations each member site must connect to as a part of a vendor’s response to this RFP. Some member sites may have shared demarcation points with other member sites. In such case notes will be referenced under “Common Demarcation” in the “Site Addresses” worksheet of “Attachment A”.

### **3.2.1 Network Diagrams**

For WAN proposals, providers must provide network diagrams of the proposed design. For leased lit fiber network proposals, clearly label the bandwidth proposed for each link to hub-sites and on the backbone and the location of all relevant network equipment. Shared links between hub-sites must be capable of providing the minimal specifications for connectivity described in “Attachment A,” therefore

shared links must reference any hub-sites that will be utilizing that link collectively so proper bandwidth allocation can be verified.

Show termination points for Internet circuits including the Internet Capacity available at each Point of Presence

Describe how the network will function and how the design will provide the guaranteed bandwidth throughout.

### **3.2.2 Location Changes, Additions, and Closures**

During the term of the awarded contract, it is possible that any of the entity sites on the Wide Area Network, including the NOC locations, may relocate or close. Specifically, the following locations listed in this RFP may be moved to a new location during the term of the contract:

- SWWC Service Cooperative - Marshall Office (NOC) moving to approximately 102 London Road, Marshall, MN (Final street address yet to be issued).
- Red Rock Central Public School moving to 509 South Birch St, Lamberton, MN. Anticipated in October of 2024.

The possible location changes are not limited to the sites above; all sites listed in “Attachment A” of this RFP are subject to relocation. In addition, it is possible that new sites may be added to the WAN over the term of the contract.

Please describe the process and any costs that would be associated with a change in building location requiring a change in your point of demarcation for Wide Area Network, Internet and/or Digital Transmission Services that are being proposed.

If a site being served by the Wide Area Network should close during the term of this contract, please describe the process for removing it from the Wide Area Network and how the pricing for that site will be reflected in future billings through the remainder of the contract term.

If a site that is not served by the Wide Area Network should decide to be added to the network (such as if an existing member constructs a new building during the term of this contract, or a new member joins the consortium), please describe the process for adding it from the Wide Area Network and how the pricing for that site will be reflected in future billings through the remainder of the contract term.

## **3.3 Alternative Proposals**

In the event that a Service Provider wishes to propose an alternative to the Wide Area Network, Digital Transmission, and/or Internet Access services described above, the service provider may propose an equivalent alternative. Any equivalent alternative should include all necessary aspects (such as licensing, permits, equipment, etc.) to components as appropriate. The consortium prefers that vendors bid the services listed herein, but is willing to consider alternative solutions. For any alternative service proposal, all costs must be included for all listed services and sites for such alternative solutions. Note that the consortium reserves the right to determine whether a substitution made by the Service Provider is truly equivalent or not, and, if not equivalent, to reject the Service Provider’s alternative services bid.

### **3.4 Additional Bandwidth Due to Increased Requirements**

The members may need to expand the bandwidth to any locations located on the wide area network to accommodate growth in the use of broadband applications. Such increases may occur at SWWC or any of the participating members. Therefore, the members are seeking scalable service with incremental options in the pricing. Vendors must provide pricing for scaled bandwidth allocations for services as detailed in “Attachment A”. All costs associated with such upgrades, including one-time fees to upgrade to the higher speed services, must be clearly identified in the vendor’s proposal.

Such increases in capacity shall be within the scope of this RFP and scope of the contract to be executed by the parties and shall be considered a “minor contract modification” as that term is defined by E-Rate program rules. Providers should indicate whether they can accommodate such modifications and provide pricing associated with those modifications. Furthermore, the prices provided for additional bandwidth as part of the RFP response shall serve as a ceiling for relevant pricing during the life of the contract, including any extensions.

### **3.5 Use of the Services Sought**

Regional public, non-public schools and public libraries typically seek to use their broadband services to deliver educational services and share resources through telecommunications wherever possible to help reduce costs. All the schools and libraries have significantly increasing Internet bandwidth needs. Many seek to expand distance education, videoconferencing and video distribution capabilities.

#### **3.5.1 IP Addressing for Internet Access**

SWWC owns a 19-bit subnet of IP version 4 Addresses that are assigned to current members of our WAN. It is the intention of SWWC to continue to utilize these established subnets for public access to SWWC and its members. Vendors must be able to route these subnets and advertise them to the Internet, Internet2 and within the WAN.

Future plans include the deployment of a consortium owned IP version 6 addresses. All solutions proposed by service providers must be fully capable of routing IP version 6 utilizing SWWC’s block of addresses.

#### **3.5.2 Network Monitoring**

Service providers providing leased lit fiber WAN services, alternative WAN services, and Internet Access services must monitor the provided WAN and Internet services 24 X 7 and notify SWWC point of contact immediately in the event service is interrupted or performance does not meet contractual standards. This monitoring only pertains to the service provider’s network and does not extend to member or SWWC local area networks.

If applicable to a given proposal, members must also have viewing and monitoring capabilities in accordance with E-Rate rules. At minimum, this should include circuit utilizations statistics for individual links through the provider’s Network Operations Center (NOC). Members will not maintain, repair or

configure the vendor's electronics or network, in accordance with federal E-Rate rules. Regular utilization and trouble reports must be made available to the member contacts upon request.

The vendor solution must provide SWWC with the ability to also monitor all points of demarcation and Internet Points of Presence by utilizing SWWC's current monitoring system. This will require the ability to access end-point equipment via SNMP and query the availability, health, and usage of the equipment.

### **3.5.3 Performance Service Level Agreement**

The provider of lit fiber or alternative WAN services shall offer a Performance Service Level Agreement (Performance SLA or SLA) covering all WAN services proposed as part of this RFP, separately and collectively, as part of the proposed contract(s). At minimum, the Performance SLA should enforce 99.999 percent availability, high network throughput and low latency, jitter and packet loss. Latency resulting from jitter and packet loss on the Wide Area Network that significantly degrades the quality of service for Video Conferencing, Voice over IP and Video Streaming shall be considered as service outages, even if basic transport of data can still occur. Significant degradation will be identified by SWWC or the member at the time-of-service degradation. Providers should submit an SLA with the proposal response that clearly delineates how the provider will monitor and meet such performance standards. The members will consider the quality, enforceability, and applicability of the performance SLA in evaluating the responses.

Contractual language must clearly define the proposed SLA and how the awarded provider will handle the monetary compensation if the SLA is not met.

- Measurement of non-compliance with the SLA shall be based on daily down-time, or degradation of services that is not caused by utilization beyond the required services contracted for at each listed site or the equipment that is owned by the consortium or its members.
- The SLA must clearly define the refund or credit calculation methods that will be used if the definitions of service are not met. At a minimum such refunds or credits shall be no less than one half of the daily rate for the site(s) impacted by the service degradation or outage.

## **3.6 Project Planning and Network Launch**

This section identifies preferences and requirements related to the launch of new services from this RFP. This section includes information regarding installation requirements, project schedules and testing procedures.

### **3.6.1 Installation of Services**

Service providers must offer end-to-end solutions that include all aspects of successful network installation and service launch, including: planning and design; installation and configuration of on-premise Priority One equipment; set up of materials such as patch cords, equipment racks, connections, innerduct and fiber extensions; coordination of permits, licenses, make-ready, tower rentals, pole rentals, rights-of-way, applications, etc. The provider must bring the circuit to the demarcation point inside the member building at the customer's equipment. All E-Rate eligible installation costs need to

be clearly disclosed and included in the service price. This ONLY applies to the provider's equipment in keeping with Priority 1 E-Rate rules.

Please specify any installation requirements, (including inside conduit, outside conduit, rights-of-way, extra equipment, power requirements, climate control, etc.) that will be the responsibility of the customers and not the responsibility of the provider. Any additional costs and requirements of the members must be specifically and fully disclosed.

#### **3.6.1.1 New Equipment Requirement**

Unless otherwise specified, any equipment provided pursuant to the RFP and any resulting contract shall be new, unused, and not previously titled. Units classified as factory rebuilt, prototype, or discontinued are not acceptable. Any and all manufacturer warranties of up to three years must be valid in the state of Minnesota.

#### **3.6.1.2 Installation and Training**

All pricing included must include the procurement, shipping, installation, and configuration of the equipment requested, as well as basic training for the staff members designated by the consortium (as appropriate). This installation and configuration must be undertaken at the consortium's direction and to the consortium's satisfaction. Payment will not be made on any equipment prior to the completion of the installation and configuration of the equipment.

All onsite access needs to be arranged through the consortium. This applies to installation, repairs, and any maintenance that needs to be undertaken, whether prior to or subsequent to the installation date.

Service Provider is responsible for removing any and all debris associated with the installation of services at the end of each day, returning the surrounding area to its previous condition. Exceptions will be made to this requirement only via written agreement between the consortium and the Service Provider.

### **3.6.2 Start of Service Start Dates**

The start of service (also known as the service start date) shall be defined as the complete transition of services to the successful respondent's services. If installation of equipment or build-out is necessary to provide the services, the completion of such activities must be completed in order to facilitate the use of contracted services on the start of service date. The delivery service level agreement shall ensure that:

- The desired contractual start of service date for most locations is July 1, 2024 at 12:00:01 am. If July 1, 2024 at 12:00:01 am is not feasible, the estimated start of service dates must be provided in your bid and the contractual start of service dates will be mutually determined during contract negotiations. Alternative start of service date(s) that are proposed in vendor bids that do not adequately meet the desires of the consortium will result in point reductions in the vendor evaluation process.
- Failure to meet the mutually agreed upon start of service date(s) defined in the mutually agreed upon contract will result in penalties of \$200 per day, per site not being served on the defined start of service date.

- SWWC shall not allow the start of service to commence prior to the defined start of service date due to current contractual obligations and E-Rate program rules. However, testing may be available prior to the service start date.

Some sites may have alternative service start dates, as outlined in “Attachment A.”

### **3.6.3 Project Plan**

A concise project plan must be submitted with the response to this RFP, delineating the timeline leading up to and including the service start date. Providers should propose a realistic plan that identifies the start date for each type of service to each location. Providers will be evaluated on their ability to meet the anticipated service start date for all services; however, respondents should offer accurate schedules, even if all or some of the services will not meet the hoped-for goal. While the circuits will be live for testing purposes prior to the anticipated service start date, no billing or service delivery may begin before the service start date or before the applicable service is fully functioning and operational, whichever date is later.

### **3.6.4 Testing and Acceptance Plan**

The Service Provider shall provide a network testing and acceptance plan not later than two months before the actual implementation that will provide details on the services provider’s ability to certify that all services are installed and configured correctly upon implementation. Be sure to include all costs for this testing regimen, all labor for performing the test, all test equipment, and all documentation within your submitted bid price for each service.

Sites will only be accepted by SWWC upon completion of the Service Providers’s installation and testing, and SWWC’s verification that services being purchased are being delivered to the site.

## **3.7 Business Administration Capabilities**

This section identifies items of importance regarding the service providers’ ability to provide the services sought and accommodate the distinct needs of SWWC and the members.

### **3.7.1 Project Experience**

Provide a concise experience resumé of your company as it relates to its ability to provide the services requested by this RFP. Please describe your company’s experience in successfully implementing similar projects.

- Demonstrate prior experience with the E-Rate process for other projects and with K-12 districts, libraries, and/or consortia;
- Identify projects of similar size and scope and technical complexity;
- Demonstrate past experience with clients providing similar services;
- Please submit three references for similar projects that may be contacted, including phone number of contact, contact name and title, description of the project, services provided, topology implemented, term of services, dates of services provided, and other relevant

information. K-12 school district or mixed school district/library consortia or other education projects are preferred but are not absolutely required.

- Provide information on any proposed subcontractors and their roles on the project.

### **3.7.2 Desired Company Qualities**

The members seek to purchase services from a company that demonstrates the following qualities:

- Strong network integration capabilities
- Excellent financial stability
- Strong successful background in working with E-Rate
- Outstanding technical competencies
- Significant consortium experience
- Proven ability to design and implement complex systems
- Flexible billing systems/methodologies
- Customer-friendly account management

Please describe your company's ability to demonstrate these qualities.

### **3.7.3 Additional Items Related to Company Experience:**

Please provide any additional information regarding your company's ability to successfully provide the proposed services.

## **4 Response Requirements**

Service Providers must provide a response that is in compliance with the full terms and conditions detailed within the RFP document and all attachments. Service Providers who are not able to provide a service, level of service or service to a site requested within this RFP, are asked to expressly indicate that they chose not to respond to those items. Any submission containing blank responses in the pricing attachment templates included as a part of this RFP will be considered as a non-response to the correlating services that were requested.

### **4.1 Representations**

Please respond to each of the following items in the RFP response:

- The provider and all subcontractors are authorized to do business in Minnesota. Minnesota law requires anyone working with communications cabling to carry a Power Limited Technician License issued by the MN Department of Labor and Industry.
- The provider, its affiliates, and subsidiaries, have not been notified that they are presently under consideration for debarment and have not in the last three years been debarred or suspended by any federal or Minnesota state governmental agency, except as disclosed by the provider in its RFP proposals. Disclose if necessary.



- The provider is not currently under suspension or debarment by the State of Minnesota, or any other state or the federal government. The provider must certify that it is not currently under “Red Light” status by the Federal Communications Commission and must provide evidence that it is not in Red Light status dated no more than seven (7) days prior to the response submission date. Acceptable evidence is a printout of the Federal Communications Commission Red Light Status page from the Federal Communications Commission Website (<http://www.fcc.gov>).
- The provider must disclose whether it is currently or has been the subject of any investigations related to the E-Rate program carried out by the program Administrator, Federal Communications Commission, Department of Justice, or agents working on behalf of any of these organizations.
- The provider acknowledges that if it is currently under suspension or debarment, its RFP proposals may not be considered. In addition, if the provider enters into any subcontracts under the awarded contract with subcontractors who are currently suspended or debarred by the State of Minnesota or federal government, or who become suspended or debarred by the State of Minnesota or federal government, during the term of the contract or any extensions or renewals thereof, the members will have the right to require the provider to terminate such subcontracts and the contract as a whole.

## 4.2 Changes to or Discontinuance of Service

The provider agrees that any proposed services offered pursuant to this RFP process will not be significantly changed or discontinued without the written authorization of SWWC and the members. Should changes or discontinuation occur, the vendor agrees to offer a comparable replacement offering at the same or less cost that will be recognized by the E-Rate program as a replacement offering that continues to be eligible for E-Rate discounts.

## 4.3 Non-Collusion Affidavit

Providers are required to submit a Non-Collusion Affidavit with their proposals. An acceptable template that must be used for your submission with instructions is included in “Attachment C.”

## 4.4 Financial Information

Providers must include with their RFP response the latest annual report or a complete financial statement prepared by an independent certified public accountant, and include the balance sheet and the profit and loss statement for the provider’s latest complete fiscal year. If a financial statement has not been completed for the fiscal period since the annual report of the provider or subcontractor, a statement from an independent certified public accountant must so state and the last complete financial statement must be included.

A company or organization newly formed for the purpose of responding to this RFP must demonstrate financial strength and stability through substantial commitment of the financial and business resources of the partners forming the new company. To that end, financial information must be submitted which substantiates that commitment and commits the partners to fulfilling the obligations of the new company that will act as the provider.

It is the prerogative of the Issuing Contact to amend, waive or otherwise change the specific provisions of this section based upon the submission of adequate financial information demonstrating sufficient financial resources available to support any commitments made pursuant to any response to this RFP, in accordance with all applicable laws or regulations. If the provider submits insufficient financial information or the financial information provided is weak or creates just cause, the members may require a performance bond or letter of credit in addition to the various SLAs.

## **4.5 Tax Certification**

The successful respondent shall be required to execute a tax certification in accordance with the applicable laws of the state of Minnesota and the United States of America. The successful respondent shall also attest in writing that it has not failed to pay any current or prior year tax at any level of government.

## **4.6 Proof of Insurance**

The provider shall submit with its response a copy of all declaration pages of its liability insurance policies, reflecting all coverages and amounts of insurance in place. See Section 7.7.9 for contractual language that must be included in a proposal for the services requested.

The provider shall fully disclose all insurance risk that its equipment may place on SWWC or the members should any additional coverage, liabilities or other risks fall under the members or consortiums responsibilities. In the event that it is necessary that the customer insure equipment that is being used to provide services to SWWC and the consortium, please indicate and disclose the insured value of all equipment located at each site that will need to be covered. The costs associated with SWWC and the consortium members needing to provide insurance coverage for vendor owned equipment will result in point deductions from the overall costs proposal evaluation.

## **4.7 Additional Information**

The Issuing Contact reserves the right to require providers to submit additional information, drawings, data, etc., for the purpose of clarifying the RFP proposals and/or to request an oral presentation. The Billed Entity also reserves the right to waive any provisions of this RFP if it determines doing so is in the best interest of the Billed Entity and members.

## 5 Format of Response

Service providers must respond to this RFP utilizing the formats prescribed below in order for a proposal to be considered by SWWC for evaluation.

Proposals received after the deadline identified in Section 2 will not be considered for evaluation and shall automatically be rejected.

The response must utilize the provided costs template, “Attachment A” to identify all costs associated with the services being proposed by the vendor. Addenda to a vendor’s response may be provided to provide further detail and transparency of costs of proposed services, but overall costs must still be summarized in “Attachment A” for a proposal to be evaluated. Any costs not listed in “Attachment A” will not be considered in the bid evaluation or paid by SWWC or its members in the event the provider is awarded the contract.

All response requirements detailed in Section 4 must be met for a proposal to be considered complete.

The contract terms and conditions detailed in Section 7.7 must be included in the contract being provided as a part of a response. Contract terms and conditions not met in a proposed contract must be explicitly identified in the response, per the instructions in Section 7. All modifications or exceptions to the terms and conditions must be seen as favorable improvements to SWWC and the consortium members before they will be considered as acceptable modifications.

### 5.1 Electronic Submission Required

SWWC will only accept digital responses to this RFP, no paper responses will be considered unless also accompanied by a digital submission in the format prescribed below. Each RFP response must be submitted to the Issuing Contact as follows:

**A complete digital copy via email to the email address identified in Section 1.3. Digital copies may be provided by Email attachment or secure online links from services such as, but not limited to SharePoint, Google Drive, OneDrive, or Dropbox. Alternatively, response files may be submitted on a USB memory stick if the proposal cannot be sent by Email or other file sharing technologies. Under all conditions, the digital submission must be fully inclusive of all response materials and addenda, including schematics, and must be made available so that SWWC can fully archive the full response for potential periods of 20 or more years to satisfy mandatory E-Rate document retention requirements.**

- The main body of the electronic copy should be in PDF format.
- Any spreadsheets must be included in both PDF and Excel (.xlsx) format.
- “Attachment A” must be provided as a part of your response in Excel format as a separate file in your submission.
- A copy of the contract for services proposed must be provided in an editable Word document (.docx format) that may be marked up and commented in by SWWC and SWWC’s counsel.
- Any schematics or addenda included in your submission must be clearly identified and referenced throughout your response.

## 5.2 Specific Formatting Instructions

All RFP proposals must conform to the following format:

- Section 1. Table of Contents outlining the information included in the response, including additional subsections and attachment definitions added apart from the mandatory section below
- Section 2. Executive Summary – Identification of the services identified in Section 3.1 to which the vendor has responded. An overview of the provider’s solution. Include a description of all proposed services and other response highlights as necessary.
- Section 3. Completed copies of RFP Attachments B, C, and D.
- Section 4. Acceptances and responses to all RFP requirements detailed in Sections 1, 3, 6 and 7 that are common to all services for which the response covers. If any requirement of this RFP cannot be responded to or adhered to for all of the services being proposed in the response, the rational and alternative to the condition must be expressly stated, including the service(s) to which the exception applies.
- Section 5. Required Response Information requested found in Section 4 of the RFP must be supplied in this section of the response.
- Section 6. Narrative and scope of services being proposed in the bid response. The use of subsections clearly identifying proposals for each of the requested services identified in Section 3.1 of this RFP should be followed and clearly identify the associated service that subsection contains. Any alternative proposals for services should be included in a separate subsection that is clearly identified as an alternative.  
  
Costs Narratives for all services being proposed in the bid response. Subsections must clearly identify the services from Section 3.1 of this RFP that the associated costs narrative is associated with.  
\*The costs narrative shall not replace the specific costs breakdown being requested in “Attachment A” of the RFP, which will also be “Attachment A” in the bid response.
- Section 7. Narrative and costs of any additional services or information that may complement the services requested in the RFP. Services offered by a vendor that do not directly complement those requested in this RFP shall not be included in the response.

### Required Response Attachments

- Response Attachment A: The Excel document “Attachment A – RFP Pricing Documents” included in the RFP must be completed and included as “Attachment A” in your response and remain in Microsoft Excel Format.
- Response Attachment B: Contracts for services proposed must be included in your response as files in Microsoft Word format which will be able to be marked up with

comments and suggested edits by SWWC and its legal counsel. Each attachment must be clearly identified and reference the service(s) that it is applicable for with total costs, including all applicable fees, clearly identified within.

**Other Attachments:** Further attachments may be used for schematics, diagrams, exhibitory information, etc. Please provide a complete listing of all attachment files and a description of their contents in the Table of Contents in Section 1 of the response.

## **6 Invoicing**

In compliance with E-rate program rules, applicants have the right to require vendors to bill them using either discounted invoices (the Service Provider Invoice, or SPI method) or through a reimbursement process (the Billed Entity Applicant Reimbursement, or BEAR, method). SWWC intends to require the Service Provider Invoice (SPI) method of receiving E-Rate discounts for all services requested in this RFP.

### **6.1 Ineligible Services**

Any ineligible services included in the services provided by the Service Provider must be either invoiced separately from eligible services or must be clearly marked on the invoices as ineligible (with all costs associated with those services separated from eligible costs).

### **6.2 Ineligible Entities/locations**

Any ineligible locations included in the services provided under this RFP must be either invoiced separately from eligible locations or must be clearly identified (with all costs associated with those locations separated from equivalent costs associated with eligible locations). Sites not eligible for E-Rate funding are identified in the site address listing in "Attachment A".

### **6.3 Incorrect Invoices**

Any invoices provided by the service provider that are incorrect in whole or in part will not be paid by SWWC. SWWC will require the service provider to issue a corrected invoice in which any errors are rectified. Service credits or other credits on future or revised invoices to correct invoicing mistakes will not be acceptable.

### **6.4 Taxes and Fees**

SWWC will not pay any taxes, fees, or other costs which are not identified in "Attachment A" of the Service Provider's bid response. The only exception to this will be new taxes or fees imposed by state or federal authorities; in the event a new tax or fee is imposed by a federal authority, the service provider must make the consortium aware of that tax or fee prior to or during the next Form 471 cycle, and the consortium will include that tax or fee in the Form 471 and pay it starting with the next funding year. The Service Provider will be responsible for any and all taxes and fees that do not meet these provisions.

## 6.5 Billing Prior to-E-Rate Approval

It is possible that the E-Rate funding commitment will occur after the respective start date of service date. In such an event:

Regarding Monthly Recurring Costs (MRC): The billable entity will pay full price for all MRC until the E-Rate funding commitment is made. From that point onward, payments in excess of the authorized discount shall be credited to the billable entity to offset future discounted bills or refunded to the billable entity, at the sole discretion of the billable entity.

Regarding Non-Recurring Costs (NRC): The billable entity will only pay the non-discounted portion of the NRC until the E-Rate funding commitment is made, without penalty. From that point onward, payments in excess of the authorized discount shall be credited to the billable entity to offset future discounted bills or refunded to the members, at the sole discretion of the members.

If the discount rate changes during the approval process, the service provider shall not charge late fees or penalties for the affected amount.

The service provider must affirm its willingness and ability to accommodate the above scenarios.

## 7 Contract Terms and Conditions

The successful Service Provider agrees to enter into a contract whose material terms are set forth below. Any exception to those terms and conditions must be provided and explicitly noted as an exception in the Service Provider's bid response. All exceptions must explicitly be noted as such in the bid response; it is insufficient to state a contradictory term or condition without explicitly indicating that the contradictory term or condition is an exception to the terms and conditions of the RFP. It is also insufficient for a provider to incorporate a document by reference or cite an external document for terms and conditions. Acceptance (or rejection) of any exceptions proposed is at the sole discretion of SWWC.

Any contract terms or conditions not included in the Service Provider's bid response will neither be considered nor accepted. Acceptance of any terms or conditions proposed by the Service Provider is at the sole discretion of SWWC.

### 7.1 Contract Period

SWWC is seeking a 5-year contract with up to 5 optional 1-year extensions that may be exercised at the discretion of SWWC. This contract will extend from the time it is signed until the deadline to install specified by the applicant in the final contract or in an amendment to the final contract.

The contract period must encompass entire E-Rate Fund Year periods, July 1 through June 30 annually. Therefore a contract term must cover a complete 12-month increment. Any contract period that does not cover a full year, 12-month increment, will not be considered and disqualified from evaluation.

The acceptable contract period is:

- 60-month term (5 years) beginning July 1, 2024 through June 30, 2029. Up to 5 optional 1-year contract extensions can be offered, allowing SWWC to extend the contract through June 30, 2034.

### **7.1.1 Start of Service Date**

All work must be done within a timeframe that complies with the requirements of the E-rate program; if the winning vendor fails to complete work within the compliant timeframe, the vendor assumes full liability for any penalties or lost funding due to the missed timeframe and agrees not to shift any costs to the applicant associated with missed timeframe or deadlines. The applicant anticipates that all services under this contract will have a service start date of July 1, 2024, although some sites may seek later service start dates as specified in “Attachment A.”

The July 1, 2024 service start date that is included in the contract will be used as the premise for any late start penalties.

### **7.1.2 Start of Service Date Exceptions**

Sites explicitly noted as having potential start dates later than July 1, 2024 in the “Attachment A” Site Listing are exempt from the July 1, 2024 start of service date requirement, unless a July 1, 2024 start of service date is agreed upon for the listed site during the contract negotiation process.

## **7.2 Consolidation of Contracts**

Provider must identify the benefits to be gained if SWWC chooses to consolidate multiple services defined in section 3 under a single provider agreement as opposed to offering the contracts for the requested services to multiple providers. If a vendor does not expressly define these benefits, it will be assumed that all services proposed by the service provider can be individually awarded without any loss of benefits to SWWC.

## **7.3 Contract Submission**

Please submit proposed contract language which will reflect the terms detailed in this RFP. Contract negotiations will take place in the period defined in the timeline in section 2.

## **7.4 Contract Execution**

The proposed contract will reflect the provider’s responses to the RFP requirements and must not simply reproduce the provider’s standard terms and conditions. Immediately after receiving a first draft, the provider and SWWC will commence negotiations on any disputed contract language with the goal of reaching agreement on terms and conditions within 5 business days.

The Issuing Contact will conduct the negotiations with the service provider on behalf of the participating members. Individual members will not have the opportunity to negotiate separate terms for the services purchased through this RFP and will be presented with final terms and conditions at the conclusion of negotiations.



As soon as all contract negotiations are complete, the final service parameters will be delivered to the service provider. All contract negotiations shall be complete by February 9, 2024.

If the successful respondent fails or refuses to promptly negotiate or execute a contract consistent with this RFP and the provider's response, the Issuing Contact may, at his option, disqualify and reject the proposal, discontinue communications with the provider, commence contract negotiations with any other provider or subcontractor, or reject all RFP proposals.

In all cases, the selected provider must agree to execute all service agreements with SWWC no later than February 9, 2024.

## **7.5 Order of Precedence**

The provider's proposal is to be included as additional exhibit attachments to the awarded contract. In the event the parties dispute the contract terms, the language of the contract (including the exhibits attached thereto) shall be the first point of reference for interpretation of the contract; the final proposal shall be the second point of reference; and this RFP shall be the third point of reference.

## **7.6 Contract Site Flexibility**

In the event that a member's site is relocated or closed prior to the completion of the contract term, please indicate whether the provider will allow a partial termination of the contract to remove a site from the contract, and on what terms.

The contract must expressly include price ceilings that include all costs associated with the relocation of sites including, but not limited to, those listed in section 3.2.2.

## **7.7 Terms and Conditions Governing the Contract**

The terms and conditions governing the contract are as follows:

### **7.7.1 Cotermious**

Any modifications to the contract, such as equipment substitutions, location additions or changes, or other adjustments will be cotermious to the original contract and any amendments or extensions thereto.

### **7.7.2 Level of business**

The contract is awarded without any guarantee, implicit or otherwise, as to the level of business any Service Provider will receive.

### **7.7.3 Service substitutions**

SWWC reserves the right to make service substitutions, as permitted under E-rate program rules, provided such substitutions are allowed by federal, state, and local law and procurements policies.

#### **7.7.4 SPIN changes**

SWWC reserves the right to change Service Providers if there is a legitimate reason to do so (e.g. breach of contract by the Service Provider or an inability on the part of the Service Provider to perform requested services).

#### **7.7.5 Limitations of Liability**

SWWC will not agree to any disclaimers or limitations of liability for the Service Provider.

#### **7.7.6 Funding Contingency**

The proposed contract is contingent upon the appropriation of sufficient funds by the consortium to pay its portion of the costs as well as receiving funding from appropriate federal, state, and other sources. If funds are not appropriated, Service Provider agrees to take back any goods furnished, terminate any services, and relieve SWWC of any future obligations under the Proposed Contract upon notice of same.

#### **7.7.7 Postpone Delivery**

SWWC, at its sole discretion, reserves the right to postpone delivery of services and/or goods until USAC makes a Funding Commitment or to terminate the Proposed Contract without future liability in the event funding is denied.

#### **7.7.8 Liability**

The Service Provider assumes full liability for all of its acts and/or omissions in the performance of the Proposed Contract, as well as the acts and/or omissions of its subcontractors. The Service Provider shall indemnify and hold harmless SWWC, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against SWWC as a result of granting of the Proposed Contract to said Service Provider. The Service Provider further agrees to indemnify and hold harmless SWWC and all of its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which may occur as a result of the performance of services provided for under the Proposed Contract or that may result from the carelessness or neglect of said Service Provider, its agents, subcontractors and/or employees. If judgment is recovered against SWWC in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Service Provider, its agents, subcontractors and/or employees, the Service Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees and/or other expenses resulting therefrom. The Service Provider shall indemnify SWWC against all liability, loss and/or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise, or any part thereof, to be provided pursuant to the Proposed Contract. The Service Provider shall not be relieved of any liability for damages sustained by SWWC by virtue of any breach of the Proposed Contract by the Service Provider, and SWWC may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to SWWC from the Service Provider for said breach is determined. The Service Provider agrees that breach of the Proposed Contract by the Service Provider shall result in irreparable and continuing damage to SWWC for which money damages may not provide adequate relief. Therefore, any breach of the Proposed Contract by the Service Provider shall entitle SWWC to both preliminary and permanent injunctive relief in addition to any monetary damages.

### 7.7.9 Insurance Requirements

The Service Provider shall be responsible for all losses that fall under any deductibles on required insurance coverage. If subcontractors are employed, the vendor shall procure and maintain any bodily injury and property damage liability insurance for and on behalf of the vendor for claims and damages resulting from acts of subcontractors in the same amounts as required for claims and damages resulting from acts of the vendor

The Service Provider agrees to indemnify and render SWWC and its members harmless from any and all claims, demands, damages, actions, or causes of action, to arise against SWWC or its members by reason of the vendor's performance of the contract. SWWC shall be named as an additional insured on the required liability policy. Such insurance shall be acquired for and on behalf of the vendor in protecting the vendor from claims for damages for bodily injuries, including sickness or disease, death, and for care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations by the vendor or any directly or indirectly employed by the vendor. A vendor shall be required, as a minimum, to carry the following insurance coverage and types:

- a. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 each occurrence, and \$1,000,000 aggregate combined single limit for bodily injury liability and property damage liability. This shall include premises and operations, independent contractors, products and complete operations, contractual liability, and personal injury liability.
- b. Business and Auto Liability: Coverage shall have minimum limits of \$1,000,000 per accident for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- c. Property Insurance: Coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around facilities. The coverage also must include offsite and in transit exposures.
- d. Worker's Compensations:

- \* State: Statutory
- \* Applicable Federal: Statutory
- \* Employer's Liability: \$100,000 per accident
- \$500,000 Decease, Policy Limit
- \$100,000 Decease, Each Employee

### 7.7.10 Independent Contractor

Service Provider stipulates that in performing the Proposed Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership, or joint venture is created by the Proposed Contract. The Service Provider has the sole obligation to pay any contribution or taxes required by local, state, or federal authorities imposed on or measured by income generated pursuant to the Proposed Contract. SWWC shall not be charged any obligation or responsibility whatsoever for extending any fringe benefits to non-SWWC employees. Service Provider specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which the Service Provider or any of its employees claim to be or to have been an employee of SWWC during the period of time covered by the Proposed Contract and that if any such agency or court assumes jurisdiction of any

complaint, charge or claim against SWWC on the Service Provider's behalf, the Service Provider will request such agency or court to dismiss such matter.

#### **7.7.11 Assignment**

Service provider agrees not to assign the performance of the contract or any portion thereof to any other person without prior written consent from SWWC. If the Service Provider assigns or subcontracts its obligations without such consent, SWWC shall have the right, in its sole discretion, to rescind the Proposed Contract and to declare the same null and void. In such an event, the Service Provider understands and agrees that it shall be liable for the cost of SWWC to obtain like services from another Service Provider.

#### **7.7.12 Early Termination:**

SWWC shall not pay any penalty or early termination fee, however captioned, in the event of termination for cause or convenience.

#### **7.7.13 Waiver**

The waiver or failure of either party to exercise in any respect any rights provided for in the Proposed Contract shall not be deemed a waiver of any further right under the Proposed Contract.

#### **7.7.14 Accurate costs**

Service provider agrees to absorb the cost of any taxes, fees, charges, or other costs not included (or inaccurately characterized) in "Attachment A" of the Service Provider's bid response.

#### **7.7.15 Priority**

Service provider agrees that the final contract shall incorporate the terms and conditions of the RFP, minus any agreed upon exceptions, and that the RFP will be incorporated into the final contract.

#### **7.7.16 Jurisdiction**

Service provider agrees that all legal disputes will be resolved through the appropriate judicial processes for the state of Minnesota.

#### **7.7.17 Pricing and Terms**

Service provider agrees to honor the pricing and terms included in the bid response in accordance with the conditions and timeframe detailed in section 1.10.

### **7.7.18 Advertising**

Service provider agrees not to use the consortium, the name of the consortium, or any media related to the work done for the consortium for promotional purposes without written authorization from SWWC.

### **7.7.19 Funding Responsibility**

Service provider agrees to assume full responsibility (including financial responsibility) for any loss of E-rate funding resulting from action or inaction on the part of the Service Provider, including liability for liquidated damages in the amount of SWWC's discounted portion on the funding requests so denied. In addition, the Service Provider shall be liable to SWWC for any legal or consulting fees incurred by SWWC in appealing, responding to FCC or USAC inquiries, or otherwise incurred in attempting to remedy violations of E-rate program rules and regulations by the Service Provider.

### **7.7.20 Termination**

Service provider agrees to allow consortium to, upon written notice to Service Provider, terminate the Proposed Contract with 30 days' notice if the Service Provider fails to perform the services or deliver the items sought herein as specified, or if Service Provider fails to conform to any of the conditions set out in the Proposed Contract. The Proposed Contract shall not be terminated if, upon receipt of the notice, the Service Provider promptly cures the alleged violation within five (5) business days. In the event of termination, SWWC will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by the Service Provider for use in completing the Proposed Contract. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for termination.

### **7.7.21 Notifications**

Notices to either party shall be sent by certified or registered mail to the signatories, or the appropriate parties defined in the Final Contract.

### **7.7.22 Licensure**

The Service Provider covenants to have any and all licenses and permits required to perform the work or provide the goods specified and furnish proof of such licensing authorization and permits with its proposal, if required, and keep them in effect for the term of the Proposed Contract.

### **7.7.23 Debarment**

In certain circumstances, the FCC may debar individuals or firms from participating in the E-rate program. SWWC reserves the right to cancel the Proposed Contract should the Service Provider be or become debarred during the term of the agreement. Service Providers may not subcontract with any subcontractor, Service Provider, or Consultant that has been debarred.

#### **7.7.24 Indemnifications**

Any and all claims that arise or may arise against the vendor or its agents, servants, or employees as a consequence of any act or omission on the part of the vendor or its agents, servants, or employees while engaged in the performance of this contract shall in no way be the obligation or responsibility of SWWC and the consortium members. The vendor shall indemnify, hold harmless, and defend SWWC and its employees and consortium members against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that SWWC and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the vendor's obligations pursuant to this contract.

SWWC and consortium members shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

#### **7.7.25 Default**

- a. *Force Majeure:* Neither party shall be held responsible for delay nor failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure:
- \* Fire
  - \* Flood
  - \* Epidemic
  - \* Strikes
  - \* Wars
  - \* Acts of God
  - \* Unusually severe weather
  - \* Acts of public authorities
  - \* Delays or defaults caused by public carriers

Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.

- b. *Inability to Perform:* The vendor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the system or service purchased by SWWC. The vendor shall immediately notify SWWC in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, SWWC shall determine whether such inability requires a modification or cancellation of the contract.
- c. *Duties to Mitigate:* Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder.

#### **7.7.26 Nondiscrimination:**

During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender,

national origin, disability, age, marital status, sexual orientation, or public assistance status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination.

#### **7.7.27 Access to Records/Audit:**

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the SWWC and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period. In addition, Vendor agrees to maintain all records related to the services provided under this agreement for the term outlined in Section 1.17.1.

#### **7.7.28 Safety**

The vendor will comply with all State and Federal laws as they relate to employee safety, i.e., AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, Lock-Out Tag-Out, etc.

#### **7.7.29 Tobacco and Cannabis**

No person may smoke or use a tobacco or cannabis product (1) in any building or upon any grounds owned or leased and occupied by SWWC or its members, or (2) in any location or facility during any school or SWWC-sponsored educational program, activity, or event, regardless of the location of such activity or event.

The term "smoke" shall include smoking a cigarette, cigar, or pipe, or carrying a lighted cigarette, cigar, or pipe, including any "electronic" version of any tobacco or cannabis related product. The term "use a tobacco product" shall include chewing of tobacco or snuff or the consumption of any other tobacco product.

### **7.8 Use of Services**

SWWC and its members will hold exclusive rights to utilize the services being purchased for any means deemed necessary. Service Providers will not be allowed to place restrictions on the utilization of the services or restrict the bandwidth available to services unless such restrictions are expressly requested and authorized by SWWC.

## **8 Evaluation Process and Criteria for Selection**

Proposals will be subject to a two-step evaluation process. Each step will be undertaken by a committee of SWWC and member representatives selected by the Issuing Contact.

In the first step of this evaluation process, each proposal will be reviewed to ensure that they are responsive and have met all of the requirements outlined in this RFP. For example, this will include (among others) a review of all of the required attachments, as well as whether exceptions to the terms



and conditions are acceptable to SWWC and the members. Any proposals deemed non-responsive and/or failing to meet these requirements will be disqualified from further evaluation.

In the second step of the evaluation, each proposal which has met the requirements will be evaluated. The evaluators will use the scoring matrix below to evaluate each proposal submitted as a part of the bid.

<b>Evaluation Criteria</b>	<b>Possible Score</b>	<b>Evaluators' Score</b>	<b>Comments</b>
1 Compliance with General Provisions of RFP	5		
2 Response to Statement of Work	20		
2.1 Understanding of the Consortium's Intent			
2.2 Technical Requirements and Features Proposed			
2.2.1 WAN Services			
2.2.2 Internet Services			
2.2.3 Digital Transmission Services			
2.2.4 Network Operations			
2.2.5 Overall Service Design			
2.3 Project Planning and Network Launch	10		
2.3.1 Installation of Services			
2.3.2 Target Start of Service Dates			
2.3.3 Project Plan			
2.3.4 Testing and Acceptance Plan			
2.4 Business Administration Capabilities	10		
2.4.1 Project Experience			
2.4.2 Desired Company Qualities			
2.4.3 Billing			
2.4.4 Financial Health of Company			
2.4.5 Prior Experiences with Vendor			
2.4.6 Additional Items Related to Company Experience			
2.5 Pricing for E-Rate Eligible Services (Lower Costs = More Points)	35		
2.6 Pricing for Non E-Rate Eligible Services (Higher Costs = fewer points)	5		
2.7 Value Added / Single Solution Provider for all requested services.	10		
3 Additional Response Requirements	2.5		
4 Contract Conditions	2.5		
<b>Total</b>	<b>100</b>		

For unbundled proposals, like-services will be scored against each other (such as Bulk Internet-Only). Evaluators may score combinations of unbundled proposals at their discretion.

**In accordance with E-Rate regulations, the price of E-rate eligible goods and services will be the most heavily-weighted factor for all decisions.**

## **ATTACHMENT A: RFP COSTS PRICING DOCUMENTS**

Please see the referenced spreadsheet for additional school-by-school information for entities involved in this RFP process. This document also includes detailed pricing templates that must be utilized as a part of a vendor response to this RFP. A Microsoft Excel version of this spreadsheet is located at <http://www.swsc.org/wan> for your convenience.

**ATTACHMENT B:**  
**RESPONSE COVER PAGE**

The provided response cover page must be completed in its entirety as an acknowledgement and acceptance of the terms and conditions outlined in this RFP in its entirety. The cover page must be included in the vendor response as a part of response Section 3.

## **SWWC Service Cooperative WAN Consortium Request for Proposal (RFP) 2024 Cover Page**

This page must be completed and included at the beginning of the bid response.

This request for proposal (RFP) consists of the main RFP document, in addition to all attachments, appendices, exhibits, and addenda issued. The full scope of the RFP is outlined in Section 1.4.

SWWC Service Cooperative (“SWWC”) is soliciting competitive sealed proposals from Service Providers to provide Wide Area Network, Internet Access, and Digital Transmission Services complying with all terms and conditions described in this RFP. Proposals will be accepted no later than January 24, 2024 at 3:00 pm central standard time. Proposals must be submitted in the manner and in the format set forth in the RFP.

By signing below, the Service Provider’s representative certifies on behalf of the Service Provider that:

- Signatory has the legal authority to bind the Service Provider responding to the RFP; to provide the services subject to the RFP, and to provide those services under the name of the holder of the Service Provider Information Number (“SPIN”) listed in Section 1.17.5;
- Signatory has read and agrees to the RFP Requirements set forth in Section 4 of this RFP;
- Signatory has read and agrees to the Contract Terms and Conditions set forth in Section 7; and
- The prices in the Service Provider’s Proposal have been arrived at independently, and have not been divulged, discussed, or compared with the Proposals of other respondents. No attempt has been made or will be made to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.

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Service Provider

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SPIN

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Signatory Name

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Signatory Title

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Signature of Signatory

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Date

---

Signatory Email Address

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Signatory Phone Number

## **ATTACHMENT C: NON-COLLUSION AFFIDAVIT INSTRUCTIONS AND FORM**

1. This Non-Collusion Affidavit is material to any contract pursuant to this RFP. This Non-Collusion Affidavit must be submitted together with the response.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the respondent with final decision making authority over prices and the amounts quoted in the RFP.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a response submitted by a joint venture, each party to the venture must be identified in the RFP documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the response or bid.

## **NON-COLLUSION AFFIDAVIT**

**Project:** SWWC Wide Area Network Consortium 2024 Request for Proposals

STATE OF:

S.S.

COUNTY OF:

I state that I am (*Title*):

OF (*Name of Company*):

and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount stated in this bid or response have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm, company, or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm, company, or person to submit a complementary or other noncompetitive bid.
- (5) *Name of Company:* \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that *Name of Company*: \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied on by the Owner in awarding the contract(s) for which this bid is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Owner of the true facts relating to the submission of bids for this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires \_\_\_\_\_



**ATTACHMENT D:**  
**E-RATE PROGRAM RULES AND BID COMPLIANCE**

The questions included in this attachment must be completed as a part of a response to this RFP. The questions must be included in your response, in complete form, within response Section 3 of the bid document.

## E-rate Compliance Questions

### Part A - SPIN Number Information

1. Provide in the following space the SPIN Number that the Service Provider will be using to provide the services subject of this RFP :

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2. Indicate the entity name associated with this SPIN number (if uncertain, this information can be found at <https://data.usac.org/publicreports/SpinDownload/Spin/Download>):

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3. Provide the documentation from the USAC web site proving that the entity name associated with this SPIN number is consistent with your response in Number 2 above. Check "Yes" if the documentation is provided in the bid response:

☐ Yes

☐ No

(If "No" is checked, the RFP response may in SWWC's sole discretion be deemed non-responsive and ineligible for award.)

4. If the name of the Service Provider responding to this RFP does not precisely correspond to the name of the entity associated with the SPIN number provided in number 1 and documented in number 3 above, an explanation must be provided as to the relationship that exists between the Service Provider responding to this RFP and the entity associated with the SPIN number that allows the Service Provider responding to the RFP to provide the services under the SPIN number provided. Please attach and include it under Section 4 of the Service Provider's response, if applicable.

5. Check "Yes" to confirm that any contract resulting from this RFP will be in the name of the entity associated with the SPIN number, or the name of the entity associated with the SPIN number d/b/a name of Service Provider responding to the RFP.

☐ Yes

☐ No

If "No" is checked, the RFP response may at SWWC's sole discretion be deemed non-responsive and ineligible for award.

### **Part B – FCC Registration Number**

Service Provider's FCC Registration Number is as follows:

\_\_\_\_\_

Check here to confirm Service Provider has provided its FCC Registration Number:

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If "No" is checked, the RFP response may at SWWC's sole discretion be deemed non-responsive and ineligible for award.

### Part C – FCC Red Light Status

Service Provider confirms that it has not been placed on “red light” status either currently or at any time during the prior three E-rate funding years:

\_\_\_\_ Yes

\_\_\_\_ No

If Service Provider has checked “No”, please provide relevant information regarding the circumstances that Service Provider was placed on “red light” status:

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SWWC at its sole discretion may fail the Service Provider if SWWC deems the underlying reasons for the red light status to be materially detrimental to SWWC’s E-rate funding request.

#### **Part D – Debarment Status**

Service Provider certifies that neither the Service Provider or its principals; its subcontractors or their principals are or have been suspended or debarred from the E-rate program:

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If Service Provider checked “No”, the RFP response will be deemed non-responsive and ineligible for award.

### Part E – Free Services

Service Provider certifies that there are no free products or services offered in conjunction with this proposal:

\_\_\_\_ Yes

\_\_\_\_ No

If “No” is checked, please identify what the free products and services are in the provided space:

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The value of the free products or services listed above is as follows: \$ \_\_\_\_\_

Please check “Yes” or “No” to indicate that the value of the free products or services associated has been included in the Cost Proposal Worksheet:

\_\_\_\_ Yes

\_\_\_\_ No

SWWC at its sole discretion may fail the Service Provider if SWWC deems the value or nature of the free services being offered may be materially detrimental to SWWC’s E-rate funding request.

### **Part F – Proffer of Insurance Coverages**

1. Service Provider has attached a certificate of insurance evidencing insurance coverage in amounts set forth in the RFP:

\_\_\_\_\_ Yes

\_\_\_\_\_ No

2. If “Yes” is checked in Number 1, will Service Provider obtain insurance with the SWWC Service Cooperative named as an additional insured if awarded a contract?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If “No” is checked in Number 1 or Number 2, the RFP response will be deemed non-responsive and ineligible for award.



### **Part G – Duplication of Service**

Certify “Yes” if Service Provider’s Proposal does not contain any duplication of service.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If “No” is checked, the RFP response may in SWWC’s sole discretion be deemed non-responsive and ineligible for award.

## **Part H – Cost Proposal**

Check here to confirm Service Provider’s understanding that SWWC will not be responsible for any costs not expressly included in the Cost Proposal Worksheets:

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If “No” is checked, the RFP response may at SWWC’s sole discretion be deemed non-responsive and ineligible for award.

Note that if “Yes” is checked, Service Provider shall be prohibited from charging SWWC any charges or fees, however labeled, not specifically set forth in the Cost Proposal Worksheets.

## **APPENDIX 1: RFP CHANGE LOG**

**-Intentionally left blank-**