

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION

IN RE: REVIEW OF REQUEST FOR PROPOSALS :  
TO PROVIDE INTERNET ACCESS SERVICES : DOCKET NO. 3553  
FOR RHODE ISLAND SCHOOLS AND LIBRARIES :

REPORT AND ORDER

During the 2003 Legislative Session, the Rhode Island General Assembly passed legislation governing the funding of Internet Access to Rhode Island schools and libraries. Specifically, R.I.G.L. § 39-1-61 provides that commencing on January 1, 2004, a program and funding mechanism be in place and available to qualified schools (K-12) and libraries to assist in paying the costs of acquiring, installing and using telecommunications technologies to access the internet. The Telecommunications Education Access Fund (“Fund”) is to be set up as a restricted account within the Public Utilities Commission (“Commission”).<sup>1</sup>

The assessment of a monthly surcharge by each telecommunications service provider payable by each residence and business telephone user in the state of Rhode Island, with the exception of state, local or quasi-municipal agencies, is required by R.I.G.L. § 39-1-61.<sup>2</sup>

The statute also states that “[t]he department (Department of Education) with the approval of the commission, shall publish requests for proposals that do not favor any

---

<sup>1</sup> On September 2, 2003, the Commission submitted a written request to the State Controller seeking an exemption from the 7% statutory indirect cost recovery collected from restricted receipt accounts under 35-4-20. The State of Rhode Island assesses 7% from every deposit into a restricted receipt account for deposit into the State General Revenue Fund. The request for exemption was denied on October 2, 2003. A copy of the denial has been filed in the docket. Therefore, 7% of all funds collected will be deposited into the General Fund and is not guaranteed to be used to fund the Telecommunications Education Access Fund.

<sup>2</sup> R.I.G.L. § 39-61-1(d). The level of the surcharge will be determined by the General Assembly on an annual basis. Furthermore, the General Assembly will review, on an annual basis, whether or not the surcharge should apply to wireless telephones. For the first year, 2004, the General Assembly has exempted wireless telephones from assessment of the surcharge. Id.

particular technology, evaluate competitive bids, and select products and services that best serve the internet access needs of schools and libraries...[and] [u]nsuccessful bids may be appealed to the commission.”<sup>3</sup>

Accordingly, on October 1, 2003, the Rhode Island Department of Education (“RIDE”) filed a draft Request for Proposal (“RFP”) with the Commission for its review. The Commission published a notice of hearing which included proposed language regarding the appeal process for unsuccessful bidders along with a time frame for the filing of objections. No objections were received and the language was incorporated into the RFP. In accordance with the Commission’s Notice, a technical record session was held on October 22, 2003. The following appearances were entered:

FOR RIDE:	Paul Pontarelli, Esq.
FOR DIVISION:	Leo Wold, Esq. Special Assistant Attorney General
FOR COMMISSION:	Cynthia G. Wilson, Esq. Senior Legal Counsel

RIDE presented Mr. William Fiske, Coordinator of Technology, to fully explain the RFP. Mr. Fiske explained that in the past, one vendor, Verizon, has provided all internet access and related services. However, with the proposed RFP, RIDE anticipates the possibility of awarding contracts to more than one bidder depending on the qualifications of the bidders and their bids for each service. He further indicated that he was in the process developing a selection committee to review the bids.

The Commission indicated that while the RFP requires bidders to maintain liability insurance, there would be more assurance if bidders were required to provide proof of insurance with the submission of the bid. Mr. Fiske agreed to incorporate the

---

<sup>3</sup> R.I.G.L. § 39-61-1(e).

recommendation into the RFP. Next, the Commission suggested that bidders should have no contact with Mr. Fiske once the RFP is issued and posted in order to ensure competitive neutrality. Mr. Fiske agreed to incorporate the recommendation into the RFP. Additionally, the Commission expressed concern that the language in the RFP regarding the opening of the bids, the decision-making process and the duration of the contract term was not clear. Mr. Fiske agreed to address the Commission's concerns in a revised filing of the RFP before the Commission's open meeting decision.

On October 29, 2003, RIDE filed a revised RFP for the Commission to review.<sup>4</sup> The revisions are as follows: bids will be opened publicly; bidders shall have no contact with Mr. Fiske or any other bid reviewer until after the awards have been announced; bids will be public records unless bidders request confidential treatment and RIDE makes an independent determination that the information is, indeed, exempt from the Access to Public Records Act; the appeals process was incorporated as set forth in the Commission's notice; the confusing language regarding contract duration was stricken; and the selection procedures were delineated more clearly.

On October 30, 2003, at an open meeting, the Commission discussed the revised RFP and approved it, finding that products will be chosen based on a competitive bid process for products that will "best serve the internet access needs of [qualified] schools and libraries" and that it does "not favor any particular technology."<sup>5</sup>

Accordingly, it is

(17624) ORDERED

---

<sup>4</sup> A copy of the Revised RFP is attached hereto and marked as Appendix A.

<sup>5</sup> See R.I.G.L. § 39-61-1 (e).

1. That the Request for Proposal entitled “ERate Eligible Data Services for the Rhode Island Department of Education” as revised and filed with the Commission on October 29, 2003, is approved for the E-Rate year January 1, 2004 through June 30, 2005.

EFFECTIVE AT WARWICK, RHODE ISLAND ON OCTOBER 30, 2003  
PURSUANT TO AN OPEN MEETING. WRITTEN ORDER ISSUED ON  
DECEMBER 1, 2003.

PUBLIC UTILITIES COMMISSION

---

Elia Germani, Chairman

---

Kate F. Racine, Commissioner

---

Robert B. Holbrook, Commissioner

**E-RATE ELIGIBLE DATA SERVICES  
FOR THE RHODE ISLAND DEPARTMENT OF EDUCATION**

<u>SECTION 1- GENERAL INFORMATION</u> .....	2
<u>1.1 RFP Name and Issue Date</u> .....	2
<u>1.2 Pre-Bid Conference Information</u> .....	2
<u>1.3 Submission Deadline</u> .....	2
<u>1.4 Point Of Contact</u> .....	3
<u>1.5 Oral Presentation</u> .....	3
<u>1.6 Corporate Overview and Financials</u> .....	4
<u>1.7 References</u> .....	4
<u>1.8 Access to Public Records Act Notice</u> .....	5
<u>1.9 Subcontractors</u> .....	5
<u>1.10 Incurred Expenses</u> .....	5
<u>1.11 Protests/Disputes</u> .....	5
<u>1.12 Mandatory Contractual Terms</u> .....	5
<u>SECTION 2 – SCOPE OF WORK</u> .....	7
<u>2.1 Purpose and Background</u> .....	7
<u>2.2 Contract Type</u> .....	8
<u>2.3 Contract Duration</u> .....	8
<u>2.4 Service Ordering/Termination Process and Purchase Orders</u> .....	8
<u>2.6 Service Offerings</u> .....	9
<u>2.7 Network Availability and Repair Procedures</u> .....	10
<u>2.8 Circuit Tracking</u> .....	11
<u>2.9 Billing and Reporting</u> .....	12
<u>2.10 ERate Reimbursement</u> .....	13
<u>2.11 Insurance</u> .....	13
<u>2.12 Tariff Filings</u> .....	13
<u>SECTION 3– EVALUATION CRITERIA AND SELECTION PROCEDURE</u> .....	15
<u>3.1 Evaluation Criteria</u> .....	15
<u>3.2 Evaluation Matrix</u> .....	15
<u>3.3 Selection Procedures</u> .....	15
<u>ATTACHMENTS</u> .....	17
<u>ATTACHMENT A – Intent to Respond Registration Form</u> .....	18
<u>ATTACHMENT B – Vendor Checklist Certification</u> .....	19
<u>ATTACHMENT C – Vendor Pricing Template</u> .....	21

## SECTION 1- GENERAL INFORMATION

### 1.1 RFP Name and Issue Date

NAME: ERATE ELIGIBLE DATA SERVICES  
FOR THE RHODE ISLAND DEPARTMENT OF EDUCATION

DATE ISSUED: October 27, 2003

MANDATORY: RETURN COMPLETED "INTENT TO RESPOND"  
REGISTRATION FORM APPENDIX A ON OR BEFORE  
November 12, 2003.

### 1.2 Pre-Bid Conference Information

DATE: November 17, 2003  
TIME: 1:00 pm to 3:00 pm  
LOCATION: Room 501, RI Department of Education, Shepard Building 5<sup>th</sup>  
Floor, Providence RI, 02903

MANDATORY: NO

If you need any special accommodations due to a disability, please indicate on the "Intent to Respond" Registration Form described in Section 1.1.

### 1.3 Submission Deadline

An unbound original and three (3) bound copies of the proposal must be received by the Point of Contact, at the address listed in below, no later than 2:00 PM (local time) on December 5, 2003.

All proposals must include an electronic version (diskette or CD) of the Written Proposal in MS Word format and an electronic version (diskette or CD) of the Financial Proposal in MS Excel format. Please ensure that the diskettes are labeled with the Date, RFP title and Vendor name and packaged with the original copies of the response.

Proposals received by the Point-of-Contact after the due date will not be considered. Proposals may not be submitted by e-mail or facsimile. **Proposals**

will not be opened publicly on Dec 8, 2003 at 10:00AM, at the RI Education Department of Education address.

#### **1.4 Point Of Contact**

The sole Point-of-Contact in the State for purposes of this RFP prior to the award of any contract is:

William J. Fiske  
Coordinator of Technology  
Department of Elementary and Secondary Education  
Office of Instruction  
255 Westminster St./Fifth Floor, Room 513  
Providence, Rhode Island 02903  
Telephone #: 401-222-4600 x2130  
Fax #: 401-222-6033  
E-mail: fiske@ride.ri.net

Questions must be submitted in writing (email, fax or mail) and must arrive at least 10 business days prior to the RFP Submission deadline. Questions received prior to the Pre-Bid conference will be addressed at the conference. Oral questions will be permitted at the Pre-Bid conference. All questions answered will be posted to the electronic list of those who have indicated an Intent to Respond Registration. Vendor representatives shall not communicate with the state point of contact or any other bid reviewer with regard to any bid proposal until after the awards have been announced.

For your convenience and electronic copy of this solicitation is provided at [www.ridoe.net/linerfp](http://www.ridoe.net/linerfp)

Although it is the Vendors obligation to check our website [www.ridoe.net/linerfp](http://www.ridoe.net/linerfp) for amendments to the original solicitation, if you register your “intent to respond” by email with [fiske@ride.ri.net](mailto:fiske@ride.ri.net) you will be notified, by email, if there are any substantial changes are made to the solicitation. Failure to review amendments to the solicitation does not relieve the Vendor from complying with all terms of any such amendment.

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Point of Contact’s request with the Vendor's written agreement.

#### **1.5 Oral Presentation**

Vendors may be required to make oral presentations to the Department representatives. Significant representations made by a Vendor during the oral presentation must be reduced to writing. All such representations will become part of the Vendor's proposal and are binding if the contract is awarded.

Typically, oral presentations shall follow a specified format and will generally be limited to one (1) hour of presentation time, followed by one (1) hour of questions and discussion. The Point of Contact will issue a letter with details and instructions prior to the presentations.

The presentation may include but not be limited to the following items in the Vendor's technical proposal.

- Description of how the proposed services will be provided
- Description of how the Vendor plans to meet the identified requirements in the RFP
- Experience and capabilities
- Description of the organization
- Which organizational unit will provide the different services (Show on an organization chart)
- Description of how the Vendor plans to meet RFP reporting and data base requirements
- Description of references and the scope of services to other clients by each reference

## **1.6 Corporate Overview and Financials**

Vendors must provide a Corporate Overview including a narrative of their ability to provide the services required in this RFP and financial reports to demonstrate financial stability.

## **1.7 References**

Vendors must provide 3 references of similarly situated customers (size, services and type of business) including:

Company Name  
Contact Name  
Contact Phone

## 1.8 Access to Public Records Act Notice

Vendors shall clearly those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets. Vendors are advised that, upon request for information from a third party, the Department is required to make an independent determination whether the information can be disclosed.

## 1.9 Subcontractors

The selected Vendor(s) shall be responsible for all products and services offered in its proposal. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Vendor's proposals.

## 1.10 Incurred Expenses

The Department will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

## 1.11 Protests/Disputes

Any protest or dispute related respectively to this RFP or the resulting contract shall be subject to the provisions of Public Utilities Commission rulings relative to the enacting legislation that funds this program. An unsuccessful bidder may, within several (7) calendar days of the awarding of bids, file an appeal with the Commission. The Commission will review any claims that the Department of Education did not comply with terms of the RFP or with the Commission's Rules. All other appeals shall be made through the FCC's appeal process. The Department of Education shall have seven days to file a response. An original and nine (9) copies of any appeal shall be sent to:

Luly E. Massaro, Commission Clerk  
Public Utilities Commissioner  
89 Jefferson Boulevard  
Warwick, Rhode Island 02888

## 1.12 Mandatory Contractual Terms

By submitting an offer in response to this RFP, a Vendor, if selected for award, shall be deemed to have accepted the terms of this RFP and the contract, a signed checklist (Attachment B) must be attached to your proposal. **Any exceptions to this RFP or the**

**Contract must be clearly identified in the Exceptions Portion of the checklist.** A proposal that takes exception to mandatory terms may be rejected.

## SECTION 2 – SCOPE OF WORK

### 2.1 Purpose and Background

The Department of Education and the Library network operate a high-speed wide area network(s) through relationships with consortia serving each type of entity with equitable access to network services regardless of location for all school or library sites. It is comprised of a wide range of network circuits inter-connected to create an information network. The Department has a full range of applications that can benefit from the services specified in this RFP including LAN inter-networking, IP-based video-conferencing, and a variety of services that move across these networks.

The Rhode Island Department of Elementary and Secondary Education's (RIDE) Office of Instructional Technology of the State of Rhode Island, also referred to as "the Department", is issuing this Request for Proposal (RFP) to procure Digital Data Services from 56 Kbps to OC-12 speeds using a variety of network technologies which might include Frame Relay (FR), Asynchronous Transfer Mode (ATM), Ethernet or any substantially equivalent data transport services at data rates from 56kb/sec to 622mb/sec to support telecommunications needs of the K-12 public and private schools, the public and selected private libraries, and consortia serving the needs of such entities.

The Department currently contracts with Verizon for over 600 circuits. The agreement with Verizon is valid through June 30, 2004 and has renewal options beyond that date. The Department wishes to reconsider the current agreement potentially replacing the current Vendor and/or adding new Vendors and new technologies to the mix of services offered to its constituents. The total number of circuits by the end of FY2004 (June 30, 2004) is estimated at 700.

The intent of this solicitation is to establish a RIDE Qualified Vendor List with pre-negotiated pricing, terms and conditions that are in accordance with the RI Telecommunications Education Access Fund Rules and Regulations and Federal E-Rate Requirements. Vendors must meet all minimum qualifications to be placed on the RIDE Qualified Vendor List. Prior to the E-Rate Form 471 filing deadline (Approximately February 1<sup>st</sup>), the Department will negotiate installation dates for specific circuits with these vendors. Inclusion on the RIDE Qualified Vendor List is no guarantee of income.

The Department or its authorized representatives must provide a PO for service provided by the Vendor under this agreement. Any services provided by the Vendor without a Department authorized PO are not eligible for RIDE E-Rate filing services or for reimbursement under RI Telecommunications Education Access Funds managed by RIDE.

The Department will file the 470 and 471 forms for E-Rate reimbursements for all entities that purchase services through a RIDE authorized PO. Due to the complexity of

the E-Rate process, ERate funding is often awarded well after the award year has begun. The Department expects that Vendor's invoice reflects only the Department's discounted amount for services and applies for the remaining reimbursement (SPIF) directly from the SLD once the award has been made. See Section 2.10.

## **2.2 Contract Type**

The contract that results from this RFP shall be a Fixed Unit Price contract for month-to-month service with indefinite quantities and specific prices for installation. Standard installation prices must be specified with your response. The E-Rate process does not have a mechanism to accept price ranges or Individual Case Basis (ICB) quotes. The Department makes no commitment to guarantee a minimum amount or duration of the service. All contracted services shall be provided as needed by the Department and for the duration determined by the Department. The Federal E-Rate program specifically excludes reimbursement for transport service termination charges. As a result, the Department will not accept any contracts that include termination liabilities. Vendors should be aware that the current agreement with Verizon provides for no installation charges, no minimum in service period per circuit and no termination penalties.

## **2.3 Contract Duration**

The Department has adopted the spirit of the E-Rate program and the RI legislation to ensure that service agreements are competitive with current market conditions. In accordance with E-Rate guidelines the Department chooses to re-bid services every year. As a result, the term of this contract is for a period of one (1) year commencing on July 1, 2004 and terminating on June 30, 2005.

The Department, at its sole option, shall have the unilateral right to extend the contract at each anniversary for (4) additional one year terms. The Department, at its discretion may keep lines in service beyond the end of the agreement term. The Vendor agrees to continue invoicing services under the terms of the original agreement.

## **2.4 Service Ordering/Termination Process and Purchase Orders**

2.4.1 The Vendor shall receive purchase orders (POs) from the Department, or department authorized entities (ie. RINET or CLAN) representing the eligible schools and libraries. A PO from an authorized representative of the Department is the only means for the Vendor to provide or terminate services under the contract. In the event the Department deems it appropriate and necessary to change the process or list of authorized representatives the Department will notify all Vendors on the qualified Vendor list.

- 2.4.2 Within ten (10) business days after the receipt of a PO from an authorized representative of the Department, the Vendor shall respond by e-mail to the authorized representative of the Department with installation/termination due dates, locations, service types, circuit IDs, associated information (ie. PVCs etc.) and customer account number for the requested services.
- 2.4.3 For any services at 2 Mb and below, the due date stated shall be no more than thirty (30) calendar days from the Vendor's receipt of the PO. For any service above 2MB and up to and including 50 Mb, the due date stated shall be no more than forty-five (45) calendar days from the Vendor's receipt of PO. For any service above 50 Mb, the due date stated shall be no more than sixty (60) calendar days from the Vendor's receipt of the PO. Should a due date at a specific location exceed these guidelines, the Department may cancel the circuit.
- 2.4.4 The Vendor shall complete installation/termination by the due date stated in the Vendor's e-mail. Failure to meet promised due dates will weigh unfavorably on future business opportunities for the Vendor. The Vendor should quantify its remedy (financial or otherwise) for a missed due date.
- 2.4.5 The Vendor shall agree to work through the Agency point-of-contact shown on the PO for scheduling all in-site activity. The Vendor's installation due date stated shall take under consideration that access to some government facilities may be limited to normal business hours.
- 2.4.6 The Vendor shall be responsible for any and all installation coordination necessary to provide facilities premise to premise. At all times, the Vendor shall retain responsibility that includes any subcontracted services.
- 2.4.7 Should the Vendor not provide the services within the stated due date, the Department reserves the right to cancel the PO without further obligation.
- 2.4.8 The authorized representative of the Department may delay or cancel the installation date without penalty for any service by notifying the Vendor at least fifteen (15) calendar days before the stated installation due date.

## **2.6 Service Offerings**

The Vendor should provide a complete technical service description for each services offered. Description must include:

- Service Specifications
- Network Architecture
- Offered speeds
- Network Interface(s)
- Detail of any limitations

(e.g. Only available in certain areas)

The vendor should also specify how their network service(s) will interface with the existing RINET and CLAN network(s) and what, if any, changes the end users will need to make in their networks. Any costs to connect into the Core network must be presented in Attachment C.

Please note: the Department is interested only in Data Transport Services. The Department will not purchase Internet or Value Added Services (e.g. email/filtering Spam protection) under this agreement.

## **2.7 Network Availability and Repair Procedures**

The Vendor shall be responsible for maintaining, on an ongoing basis, all necessary traffic and routing information to keep its monthly end-to-end network availability at a 99.7% for each installed circuit. The Vendor shall make available to the authorized representative of the Department, any and all logs, records, maintenance reports, and other similar documentation which the authorized representative of the Department requests in order to investigate/validate outages. The requested information shall be submitted to the authorized representative of the Department by the end of the next business day.

The Vendor shall be responsible for the coordination of all repair activities with other service providers such as the LEC and OCC, appropriate consortia partners and other Vendors. The Vendor shall have coordination procedures for installation and repair and provide written updates of these procedures to the authorized representative of the Department prior to implementation.

The Department prefers the Vendor to provide a password protected problem-reporting system accessible via the Internet that authorized Department or school and library personnel may access to open trouble tickets 24 X 7 X 365 and use that system to track the ticket status and escalations. It shall be in a format acceptable to the Department and contain the following information:

- 1 Contact Name
- 2 Ticket Number
- 3 Circuit ID
- 4 Location
- 5 Date Opened
- 6 Time Opened
- 7 Date Closed
- 8 Time Closed
- 9 Duration
- 10 Trouble Type
- 11 Trouble Summary

The Vendor shall notify the authorized representative of the Department fifteen (15) calendar days in advance by email, for any planned service outages that may affect the Department's services provided by the Vendors. This notice shall include at a minimum the reasons for the planned service outages, the scope of the planned services outages and the expected duration of the planned service outage.

The Vendor should provide a complete Network Availability Statistics and Repair Procedures for each service offered. Description must include:

Current Statistics of network performance

Performance Guarantees and Remedies

Describe your capabilities for proactive monitoring of alarms and outages

Availability of performance statistics, perform testing, monitoring and reporting upon request of the Department.

Complete trouble reporting procedures

Including proactive customer notification, response times and escalation procedures.

The Vendor should quantify its remedy (financial or otherwise) for a service outage.

## **2.8 Circuit Tracking**

Please describe what level of circuit tracking the Vendor will provide to the Department.

Ideally the Department would prefer a secure password-protected database of circuit service records accessible via the Internet within thirty (30) calendar days of contract award. The database shall permit up to fifty (50) simultaneous designated users to search and perform sorts by any field and be in a format acceptable to the Department. No record in the database shall be deleted for the life of the contract.

The fields in the database shall be columns and the column headings and types of data to be entered are as follows:

- Community: (e.g. Barrington, Bristol-Warren, etc.)
- Site: (e.g. High School, Kickemuit Middle, etc.)
- Service Type: (e.g. ATM, FR, Frasi, XXXXX)
- Circuit ID: (e.g. 38ASST123456CM)
- Bandwidth: (e.g. DS-3)
- Committed Information Rate/PVC: (e.g. 768, 10MBP/S, etc.)
- Circuit Start Address: (Main St., Bristol, basement)
- Associated Circuit End Address: (255 Westminster St., Providence RI 02903, 3<sup>rd</sup> Floor)

- End to End Circuit Mapping Information
  - e.g. DLCI, VPI/VCI
  - Class of Service
  - Peak and Sustained rates
  - Etc.
- Service Due Date: (e.g. 08/28/03)
- Termination Date: (e.g. 05/01/02) Termination date means the date the service is disconnected for billing purposes
- Actual Install Date: (e.g. 08/26/03)
- Service Install Price: (e.g. \$459.34)
- Monthly Charges: (e.g. \$300.00)
- Purchase Order Number: (e.g. RIDE0104)
- Billing/Account Number: (e.g. 00000XYZ001)

The Vendor shall make updates no later than the end of the next business day following service addition/deletion/change.

## **2.9 Billing and Reporting**

The Vendor should provide timely, clear and concise invoicing. Please provide a sample of an invoice for each service.

The Vendor shall invoice the Department at the E-Rate Discounted amount. See also, Section 2.10, E-Rate Reimbursement.

The Vendor must designate a person responsible to maintain the Department's account records, verify correct invoicing for each new install and each disconnect, explain invoices and correct any incorrect charges. An updated report of all the current bills, recent changes and any outstanding issues should be submitted to the Department on at least a monthly basis.

The Vendor shall not charge a fee for service termination and will cease charging the associated monthly fee for the termination month on a pro-rata basis no later than five (5) business days after notification to terminate a circuit/service.

The Vendor shall prepare and submit to the authorized representative of the Department a closeout report due on the last day of the contract which includes any open issues and recommended solutions as well as a final inventory of all existing circuit/services and a listing of all terminated circuits in the same electronic format as the circuit database specified in Section 2.8. The Vendor shall cooperate with any successor to the contract with information and records a successor would require.

## **2.10 E-Rate Reimbursement**

The Department requires that the Vendor comply with all the E-Rate rules and regulations. In addition, the Vendor must certify that they have been approved by the SLD to provide Service all services offered for the E-Rate Program. The vendor should consult [www.sl.universalservice.org](http://www.sl.universalservice.org) for complete information.

The Department requests that the vendor provide invoices with the E-Rate discount already subtracted. In addition, the Department prefers that the Vendor seek reimbursement for the remaining charges directly from the SLD using the SLD's Service Provider Invoice Form (SPIF). Please describe any variance from this desired procedure in your response.

The timelag associated with the collection of RI Telecommunications Education Access Funds will inevitably result in late payments of invoices by the Department. In addition, the SLD reimbursement process will delay payment of SLD percentage of the invoices, perhaps considerably. With this in mind the PUC has mandated that E-Rate Eligible circuit invoices provided under this RFP are not subject to late fees.

## **2.11 Insurance**

The Vendor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Vendor action or inaction in the performance of the contract by the Vendor, its agents, servants, employees or subcontractors. Proof of insurance covering the contract period must be provided with the bid.

The Vendor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the Department, their officials, employees, their agents, servants, guests and subcontractors are reasonably covered in the event of injury or death. Proof of insurance covering the contract period must be provided with the bid.

## **2.12 Tariff Filings**

The Vendor agrees to file any necessary tariffs with the Federal Communications Commission and the RI Public Utilities Commission, as required by law, (collectively "the Tariffs"), which shall incorporate the rate-affecting terms and conditions contained in the contract documents, and which shall provide that the tariffs shall be construed in a manner that is consistent with the terms and conditions of this contract. In all cases, Department terms and conditions set forth in this RFP, including all appendices and the

Contract take precedence over Tariff terms and conditions. Vendor agrees that it will not seek any future increase in the rates set forth in the Tariffs during the term(s) of the contract. Tariff rates shall be the same as those submitted in the Vendor's Financial Proposal.

## **SECTION 3– EVALUATION CRITERIA AND SELECTION PROCEDURE**

### **3.1 Evaluation Criteria**

Evaluations will be based on the criteria set forth below. A contract and listing on the qualified Vendor list resulting from this RFP will be awarded to those Vendors that meet the mandatory qualifications and provide value to the Department.

The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, sex, age national origin, handicap or political belief in acceptance of services or employment in its programs or activities.

### **3.2 Evaluation Matrix**

<b>Criteria</b>	<b>Weight</b>
Meets Mandatory Requirement	Mandatory
Pricing	40%
Technical Merit	30%
Vendor Qualifications	30%
<b>TOTAL</b>	<b>100%</b>

Note: For the purposes of evaluation, one-time charges (e.g. installation charges) will be pro-rated over the average circuit in-service period determined by the Department.

### **3.3 Selection Procedures**

#### Selection Process Sequence

- The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the Departments’ requirements and the Vendor’s ability to perform, and to facilitate arrival at contract terms that will be most advantageous to the Department.
- Vendors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Vendor’s proposal.
- The Point of Contact will publish a “Qualified Vendor list”. Qualified Vendors will be explicitly notified. The list will be posted at

[www.rido.e.ri.net/linerfp](http://www.rido.e.ri.net/linerfp) at least 30 days prior to the E-Rate Form 471 filing deadline.

- The Department will require each Qualified Vendors to provide pricing and commit to installation dates for a specific list of circuits provided to each Vendor.
- The final award of services will be publicly announced with notice to all qualified vendors.

The Point of Contact will re-bid data service annually in accordance with the Federal ERate rules and regulations and may add or delete Vendors at that time. A listed Vendor may offer lower pricing on approved services at any time. A listed Vendor may present new service offerings to the point of contact during a valid term. The Point of Contact may choose to add these new services to the approved list during a valid term.

## **ATTACHMENTS**

ATTACHMENT A – Intent to Respond Registration Form

ATTACHMENT B – Vendor Checklist Certification

ATTACHMENT C – Vendor Pricing Template

ATTACHMENT A – Intent to Respond Registration Form

ATTACHMENT B – Vendor Checklist Certification

ATTACHMENT C – Vendor Pricing Template