Date: Monday, February 13, 2017

Subject: Request For Proposal, #BD1792, Internet Service Provider

Enclosures: (1) Request for proposal cover sheet
(2) General terms and conditions
(3) Special terms and conditions
(4) Scope of work/Specifications
(5) Pricing template

To: All prospective bidders:

Thank you for obtaining this Request for Proposal on line.

Please note: Denver Public Schools' Strategic Sourcing Department is also using an on-line ‘Bid Provider’ service, ‘Bid Net’. Please refer to Bids and Proposals section under Doing Business/Bids option on the DPS Strategic Sourcing website for official bid documents. Please, carefully review the proposal as the District’s proposal documents have been revised.

Enclosed, please find a Request for Proposal to provide Denver Public Schools with a proposal for Internet service. Unless otherwise noted, (bidders) must provide a proposal on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical dates:


2) Bidder Optional Conference Call – Wednesday, February 22nd, 2017 2:00 PM (local Denver time). This pre-bid conference call we will review the scope of work documents and requirements of the RFP with potential bidders. The maximum time for this call will be one hour. Please note that in order to participate in this call and to receive dial in bridge information; you must email Ryan Harter, Ryan-Harter@dpsk12.org by 3pm MDT, Tuesday, February 21st, 2017. Due to space limitations, we cannot have any vendors on-site for this call.

3) Questions due date – Wednesday, March 1st, 2017, 3PM, Mountain Standard Time.

4) Proposal due date - Proposals must be received in the District’s Strategic Sourcing Office on or before Tuesday, March 14th, 2017, 3PM, Mountain Standard Time. Proposals received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering your response on the due date, allow enough time to find parking (the District does have a parking lot but space is limited and access may be denied) and security check-in. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows - Denver Public Schools, Strategic Sourcing Department, 780 Grant Street, Denver, Colorado  80203, Attn: BD#1792.
5) **Proposal Expiration date** - Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than (90) days from the proposal due date as indicated herein.

Please be advised that the award is based upon the content of the bidder’s proposal. Organized, succinct and straightforward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging.

Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer via email.

Sincerely,

Ryan Harter, Senior Manager Strategic Sourcing
REQUEST FOR PROPOSAL BD1792 INTERNET SERVICE PROVIDER

COVER SHEET-FILE IN TAB A

Date: Monday, February 13, 2017
Proposal number: BD1792
Proposal title: Internet

Proposals will be received until: Tuesday, March 14th, 2017
3:00 p.m., local standard time
at 780 Grant Street
Denver, Colorado  80203

Goods or services to be delivered to or performed at: District-Wide

For additional information please contact the buyer: Ryan Harter
720-423-1309

Email Address ryan_harter@dpsk12.org

Documents included in this package:
Request for Proposal Cover Sheet
General Terms and Conditions
Special Terms and Conditions
Scope of Work/Specifications
Pricing Template

If any of the documents listed above are missing from this package, they may be picked up at 780 Grant Street. If you require additional information, call the Denver Public Schools contact person.
The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

**PRINT OR TYPE YOUR INFORMATION**

Name of Company: ____________________________________________  Fax: __________

Address: ______________________  City/State: ________________  Zip: __________

Contact Person: ___________________  Title: ___________________  Phone: __________

Authorized Representative’s Signature: __________________________  Phone: __________

Printed Name: _________________  Title: ___________________  Date: __________

Email Address: ___________________  Approved by: ___________________  Date: __________

Approved by: ___________________  Date: __________

Reviewed by: ___________________  Date: __________
REQUEST FOR PROPOSAL BD1792 INTERNET SERVICE PROVIDER

GENERAL TERMS AND CONDITIONS

I. APPLICABILITY. These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” or “Responses”) made to the Denver Public Schools (hereinafter referred to as “District”) by all prospective suppliers (hereinafter referred to as “Vendors”) in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

II. CONTENTS OF OFFER

a. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.

2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department’s procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.

4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.
b. **Open Records.** Disclosure of information to the District. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

c. **Worker’s Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker’s Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker’s Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days’ prior notice to the District in writing.

d. **Clarification and Modifications in Terms and Conditions**

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.

2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** for clarification to the District’s Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District’s Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District’s Strategic Sourcing Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Strategic Sourcing Department web site ([http://purchasingts.dpsk12.org/bids/default.asp](http://purchasingts.dpsk12.org/bids/default.asp)). Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial...
download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

e. Prices Contained in Offer—Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.

2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.

3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District’s public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF OFFER

a. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed in blue ink by the authorized agent of the Vendor.

2. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Offers. If the Vendor’s authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.

3. Unit prices shall be provided by the Vendor on the Solicitation’s Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4. Alternate Offers will not be considered unless expressly permitted in the Specification’s Special Terms and Conditions.

5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.
b. Submission

1. The original offer shall be sealed in an envelope with the vendor’s name and the RFQ number on the outside and marked, ‘Master’. This master copy shall be sent or delivered to the District’s Strategic Sourcing Offices- Denver Public Schools, 780 Grant Street, Denver, Colorado 80203.

2. Furnish one complete copy of your Response on a portable storage drive device (thumb drive ONLY) along with the master paper copy. The District will distribute this electronic version for evaluation. Please ensure that this copy is complete and accurate and includes all content, descriptions and pricing. **Please submit the electronic copy as one (1) combined PDF or Word file. It is not necessary to create separate folders.**

3. **In the event that there is an “Open Records Request” the District asks that each vendor furnish one (1), electronic redacted (as needed) version of their response. Be sure to clearly mark each response at “Master” or “Redacted”. The District will not be responsible for evaluating the incorrect response if they are not clearly labeled.**

4. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.

5. Offers submitted via facsimile machines or email will not be accepted.

6. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors’ Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District’s terms and conditions, or if they are not in the best interests of the District.

c. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor. (Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking. Space is limited in the District’s parking lot and additional time may be required for security check in).

d. Supplier Portal. All Vendors are required to register on the DPS Supplier Portal. Access to the portal is at: [http://purchasing.dpsk12.org/suppliersvendors/](http://purchasing.dpsk12.org/suppliersvendors/).
IV. MODIFICATION OR WITHDRAWAL OF OFFERS

a. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District’s Strategic Sourcing Department must have the Vendor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District’s Strategic Sourcing Department will be considered the valid modification.

b. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

a. Rejection of Offers. The District may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
2. Re-advertise this Solicitation;
3. Postpone or cancel the process;
4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.

b. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:

1. The Vendor misstates or conceals any material fact in its Offer;
2. The Vendor’s Offer does not strictly conform to the law or the requirements of the Solicitation;
3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions;
4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation’s Special Terms and Conditions and/or Technical Specifications; or
5. The Offer has not been executed by the Vendor through an authorized signature on the Specification’s Cover Sheet.
c. Elimination From Consideration
   1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
   2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

d. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. COMPLIANCE WITH LAW AND DISTRICT POLICIES
The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance,

a. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

b. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

c. DEBARMENT, SUSPENSION CERTIFICATION

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall comply with the regulations found within 45 CFR Part 620, “Government Debarment and Suspension (Non-procurement).”
VII. **AWARD OF CONTRACT**

The District shall award a contract to a Vendor through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor’s Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

VIII. **APPEAL OF AWARD**

Vendors may appeal by submitting, in writing, a detailed request for reconsideration to the District’s Director of Strategic Sourcing within 72 hours after the recommendation of award is posted on the Strategic Sourcing Department’s web site at http://purchasingts.dpsk12.org/bids/viewawardedbids.asp, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

IX. **CONTRACTUAL OBLIGATIONS**

a. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

b. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.

c. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.

1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.

2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.

3. In accordance with the District’s policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.

4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.
d. Delivery. Prices, quotes and deliveries are to be FOB destination, freight prepaid, and shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor’s price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

e. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

X. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

XI. TERMINATION OF CONTRACT

a. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

b. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District’s inability to continue with the contract due to the elimination or reduction of funding.
XII. EVALUATION CRITERIA

a. This RFP will be evaluated by an evaluation team consisting of the staff members from the Denver Public Schools’ Department of Technology Services (DoTS). This evaluation committee will evaluate and score proposals based upon the written responses to the RFP. **Round One** will be based on written responses provided to the District for the RFP. After all responses have been evaluated and scored, if necessary, the Committee may invite a limited number of the highest scoring vendors to participate in “Round Two” where they will present to the Committee. The number of Vendors who are invited to participate in the second round will be determined by the Committee after the written responses have been scored.

**Please Note: Round One will have a maximum point value of 100.** The evaluation Committee will evaluate and score Round One proposals based on the following pre-established criteria:

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<th>Category</th>
<th>Points</th>
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<td>Solution (TAB B)</td>
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<td>B</td>
<td>Qualifications and Abilities (TAB C)</td>
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<td>--Relevant references - School Districts, Municipalities or other industries for compensation experience</td>
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<td>D</td>
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<td>E</td>
<td>Schedule and Project Implementation (TAB E)</td>
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<td>--Local Support and Services Offered</td>
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<td>--Ability to perform services offered</td>
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**Total points possible** 100

If necessary, **Round Two**, will be an in-person presentation to the Committee. Vendors that are invited for this round should be prepared for oral presentations. Vendors will be notified via email that they have been invited to participate in this round. The invitation for Round Two will contain information on what needs to be presented and how the presentations will be scored.
The District reserves the right to conduct negotiations with vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other vendors. Once an award is made, the solicitation file and the proposals contained therein will be of public record.

**SCHEDULE OF ACTIVITIES:** The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

- **Monday, February 13th, 2017**  
  Distribute Request For Proposal

- **Wednesday, February 22nd, 2017**  
  Optional pre-bid conference

- **Wednesday, March 1st, 2017**  
  Deadline for submitting questions

- **Tuesday, March 14th, 2017**  
  Proposal deadline

- **Week of April 3rd, 2017**  
  **On-site Presentations if needed**

- **April**  
  Award contract

**PURPOSE:** Denver Public Schools is seeking a vendor to provide Internet service to the district.

**TERM OF CONTRACT:** 3 years

**ESTIMATED QUANTITIES:** Estimated quantities or estimated dollars are provided in this solicitation for the Vendor’s guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The District is not obligated to place an order for any given amount subsequent to the award of this Solicitation. Estimates quoted on the Specification and Pricing Form are based on the District’s actual needs and usage during the previous contractual period or prior twelve-month period, whichever is longer. Said estimates may be used by the District for purposes of determining the low Vendor meeting Specifications.

**OPTION TO RENEW FOR SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted in this Solicitation shall prevail for term of the contract, at which time the District shall have the option to renew the contract for two (2) subsequent one year periods, provided, however, that the Vendor will maintain the same prices or discounts that were awarded during the initial contract. The optional renewal periods shall not exceed three years. Continuation of the contract beyond the initial period is a District prerogative and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the District.

**CONTRACT SUPPORT:** The Vendor must have demonstrated its capability to provide such system contract support to other customers to be eligible for this award.

**DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR:** The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District’s Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.
INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor’s contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

General Liability
- Policy form: Occurrence
- Policy Aggregate $2,000,000
- Products/completed operations aggregate $2,000,000
- Each occurrence limit $1,000,000
- Personal & advertising injury limit $1,000,000
- Products/completed operations
- Defense in excess of limits
- Per location / per job aggregate limit
- Blanket contractual
- Independent contractors
- Primary & non-contributory
- Show Waiver of Subrogation in favor of the District
- All locations / operations (if not, show district job/location specifically)
- Name the District as “Additional Insured”

Automobile Liability
- Combined single limit $1,000,000
- Any auto (or Hired & Non-owned, if you own no vehicles)
- Show Waiver of Subrogation in favor of the District
- Primary & non-contributory
- Auto pollution liability (IF you carry any hazardous cargo)
- If the Vendor is providing repairs to District vehicles on the Vendor’s property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations
- Name the District as “Additional Insured”

Professional Liability: {IF you render professional services}
- Policy form: Occurrence (if not, claims-made retro date must predate our contract or date of service)
- Per claim or occurrence limit $1,000,000
- Blanket contractual
- Primary & non-contributory
- Show Waiver of Subrogation in favor of the District
• Per location / per job aggregate limit
• Defense in excess of limits
• Designated profession must be applicable to your work for our company
• Name the District as “Additional Insured”

**Pollution Liability:**  (IF you have any pollution exposure)

• Policy form: Occurrence (if not, claims-made retro date must predate our contract or date of service)
• Per claim or occurrence limit $1,000,000
• Blanket contractual
• Primary & non-contributory
• Show Waiver of Subrogation in favor of the District
• Per location / per job aggregate limit
• Defense in excess of limits
• Designated Location or Operation must be shown as per your contract for the District
• Name the District as “Additional Insured”

**Umbrella:**

• Policy form: Umbrella
• Each occurrence or claim limit: $1,000,000
• Excess commercial general liability
• Excess Products/completed operations
• Show Waiver of Subrogation in our favor
• Excess automobile liability
• Excess professional liability  (if you provide professional services)
• Excess pollution liability  (if any pollution exposure exists)
• Excess employer’s liability
• Blanket contractual
• Per location / per job aggregate limit
• Defense in excess of limits
• Primary & non-contributory
• All locations / operations (if not, designate specific project or location)
• Name the District as Additional Insured including Products/Completed Operations

**Workers’ Compensation:**

• Workers Compensation benefits: per Colorado Statute

• Employers liability – limit per accident $100,000
• Employers liability – limit per disease $100,000

• Employers liability – disease aggregate $500,000
• All owners/officers who will be on District property or job site must be covered
• Show Waiver of Subrogation in favor of the District
• Coverage must apply to workers in Colorado
Insurance companies providing the coverage specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A-“ by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required below.

**Insurance Certification:** Vendor shall cause its insurer(s), (or the insurer(s’) agent, broker or authorized representative), to furnish the District’s Purchasing Department with a Certificate of Insurance which indicates that insurance coverage have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

**CONFIDENTIALITY.** Information furnished by Denver Public Schools that identifies, teachers, salaries, students and related data is all considered confidential. The contractor and its employees, agents or subcontractors shall be allowed access only as needed in performance of the analysis as requested within this RFP. The Contractor shall not use any of this confidential information for any other purpose other than carrying out the Contractor’s obligations under this agreement for services. The Contractor shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Contractor may be held liable for improper disclosure. Contractor shall promptly notify DPS of any request for disclosure of confidential information received by the Contractor. The Contractor agrees to hold DPS harmless for violations of confidentiality by the Contractor.

**WORK PRODUCT.** The work product generated from this analysis shall become the property of Denver Public Schools.

**SALES TAX:** The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

**SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION:** After the Responses are opened by the District, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the District during the contract period. Such demonstrations will be provided to the District for evaluation by, and at no cost to, the District. If a demonstration of competency is required, the District will notify the Vendor of such and will specify the deadline for providing the demonstration. The District reserves the right to establish its own procedures for evaluating the Vendors’ competencies and abilities. On the basis of these evaluation criteria, the District shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.

**COOPERATIVE PURCHASING EFFORTS:** Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council). We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting herefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.
EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

CONFIDENTIALITY, DATA PROTECTION

1. The vendor shall adhere to the mandates of federal, state, and local ordinances and statutes, and DPS Board Policy, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children’s Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501–6505 and Colorado’s Student Data Transparency and Security Act, with regard to the protection of data made available by the District.

2. The vendor shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation is to be made on record and evidence of this is to be provided to the District upon its request.

3. The vendor shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. The vendor shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops and PDAs. All data transmitted over the Internet must be encrypted.

4. Upon request, at the latest, upon the cessation of the contractual relationship between the District and the vendor, all existing data in this context is to be returned to DPS or is to be irretrievably deleted by the vendor. The deletion shall take place, at the latest, upon the expiry of mandatory data protection law periods. Upon request by the District, the deletion is to be confirmed in writing.

5. In the event a breach of the obligations herein detailed or if indications of such a breach exist, the vendor hereby undertakes to inform the District of that fact without undue delay.

6. The District shall be entitled to monitor the compliance with the data protection provisions by the vendor. For this purpose, the individual authorized by the District to monitor the data protection compliance shall have access to the business of the vendor after written prior announcement at the usual business times, insofar as the business will not be unduly interrupted. Support is to be given to this individual in the monitoring process.

7. The vendor must provide clear notice to the District before making any material changes to vendor’s privacy policy.

8. The District shall be entitled to timely access data and correct data held by the vendor that is factually incorrect in response to a parent/guardian request.

9. The vendor can only utilize the student data for the purposes specifically authorized by the District and cannot set up a personal profile of a student unless to support purposes authorized by the District.

10. Vendor cannot sell data or use/share data for targeted advertising to students.

11. Vendor cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by District and sub-contractors, partners, or other third parties agree to District’s Terms of Use.
CONFIDENTIAL INFORMATION BELONGS SOLELY TO THE DISTRICT. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

1. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;

2. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;

3. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;

4. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;

5. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and

6. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

METHOD OF PAYMENT: The successful vendor shall submit accurate quarterly invoices to the District. This invoice shall be submitted to the District's Accounts Payable Department. The invoice shall reflect the appropriate Purchase Order number, the service location(s) and the type of service provided to the District.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.
SCOPE OF WORK/ SPECIFICATION
SECTION I – District Background & Objective

District Background
Denver Public Schools (DPS) has one of the largest networks in the state of Colorado, with over 150 locations consisting of Elementary, Middle, and High Schools, and Administration offices.

RFP Purpose
To solicit proposals from qualified and interested firms to establish a contract to purchase Internet and DDoS services for the district’s schools and administration offices.

SECTION II – Scope of Work / Requirements Internet Service Provider

The following is a list of the required responses that will be used in the award of this proposal, (greater detail for these responses is outlined in Sections 2-4 below). Vendors must utilize this format for a Response to this Request for Proposal (RFP), organized in the following order:

A. Provide a corporate overview that profiles the company’s services and offerings as well as organization charts and current financial statements.
   Vendor Response:

B. Provide three (3) local references with similar solutions and installations.
   Vendor Response:

C. Submit Vendor’s project plan for implementation detailing the installation, load testing, and cut over prior to 7/1/2017 (service start date).
   Vendor Response:

D. Submit Vendor’s test and certification procedures for implementation.
   Vendor Response:

E. Submit Vendor’s actual guarantees and warranties, including any conditional requirements and/or exceptions, for the proposed solution.
   Vendor Response:

F. Provide Résumés on the customer service account team which will be assigned to DPS.
   Vendor Response:

G. Submit how the Vendor will provide for and/or accommodate anticipated future cost of additional items for upgrades or anything considered “outside or beyond the scope of” this RFP.
   Vendor Response:
H. Submit Vendor’s process for maintaining and supporting links for five years after implementation.

Vendor Response:

I. ELIGIBILITY OF VENDORS - MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED: Vendors must be an eligible service provider through the Universal Service Administration Company (USAC). The Vendor must also provide their SPIN with their response to this proposal. Pre-award inspection of the Vendor’s facility may be made prior to award of the contract. Solicitations will only be considered from companies which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the District. The District reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the District) in making the award in the best interest of the District.

Vendor Response:

J. Provide Vendor’s FCC Service Provider Identification Number (SPIN).

Vendor Response:

K. DOWNTURN: Denver Public Schools will have the option to disconnect services at any time during the term of the contract.

Vendor Response:

L. PORTABILITY: Denver Public Schools will have the option to move circuits from one District location to another district location at any time during the term of the contract.

Vendor Response:

M. NEW TECHNOLOGY: If new products or technologies become available during the contract that will provide DPS with improved services or reduced cost, DPS will have the option to move to the new product or technology.

Vendor Response:
Summary of Required Work:

A. Provide Internet services with availability of 99.999% annually.
   Vendor Response:

B. Submit Vendor’s design for core and edge.
   Vendor Response:

C. Provide business plan on how Vendor will achieve 99.999% uptime annually for this service.
   Vendor Response:

D. Provide detail on how service credits are issued for any downtime incurred.
   Vendor Response:

E. Vendor is required to have services operational no later than 7/1/2017, (DPS will not be financially responsible for any services prior to 7/1/2017).
   Vendor Response:

F. Vendor will perform all pre-requisite work as is required to install the network connection at its respective designated location as necessary.
   Vendor Response:

G. Any equipment provided by vendor onsite, must have dual-power supplies and other high availability features.
   Vendor Response:

H. Provide documentation that details all construction costs, project plan and timelines.
   Vendor Response:

I. Perform all post installation testing and certifications and provide all necessary and required documentation to the DPS Project Manager.
   Vendor Response:

J. Furnish and install all other items, as required or which may be reasonably inferred from or implied to provide a complete installation, in accordance with such Vendor’s solution in a timely manner, in accordance with the intent of this RFP.
   Vendor Response:

K. The Vendor solution will provide a high availability solution for Distributed Denial of Service (DDoS) detection and mitigation at the ISP level. Vendor must provide volumetric DDoS Protection utilizing upstream scrubbing of network traffic with a 15 minute Service Level Agreement (SLA) for mitigation.
   Vendor Response:

L. Vendor must provide access to online monitoring of service to include reporting.
   Vendor Response:
M. DDoS Mitigation must include active monitoring with auto-mitigation. 

**Vendor Response:**

N. Border Gateway Protocol (BGP) is required allowing DPSNet to load share between two Internet Service Providers at two separate local DPS facilities. Vendor must advertise a /17 and /16 CIDR block network address into the Internet and answer PINGS from DPS 164.92.0.0/24 addresses in support of BGP. Vendor must accommodate multi-hop BGP connections. 

**Vendor Response:**

O. The selected Vendor is required to work with DPS staff to determine the network design and the components required to activate the service and integrate it into the District LAN/WAN (DPSNet). The Vendor is required to provide a network design for each connection. 

**Vendor Response:**

P. The Vendor must test and correct any communications and/or connectivity problems. The Vendor must certify the configuration and communications transmission is operating in accordance with DPS specifications. The communications certification includes the ability for each site to access the Internet using the existing WAN. Upon completion of the connection and integration of such infrastructure, the Vendor shall provide within three business days thereafter all component, installation, as built drawings, and configuration documentation, to include test results of communications throughput and confirmation of applicable communications to the DPS Project Manager. 

**Vendor Response:**

Q. Execution of the work must be coordinated with DPS at all times and must include a Vendor provided maintenance plan. Each Vendor must provide their maintenance and support costs required to maintain the network connections, and additional minimum maintenance term of the lease duration after final implementation and activation of the network connections. It is the responsibility of the Vendor to supply all costs associated with the solution submitted. Costs not identified or omitted within the scope of the project necessary for completion and adherence to the solution provided is not the responsibility of DPS but will be the responsibility of the Vendor. 

**Vendor Response:**

R. The Vendor must provide DPS with an online administrative account which will provide tools for account management, and service usage. 

**Vendor Response:**

S. The vendor must provide Root Cause Analysis reports for all outages that affect service to the district. 

**Vendor Response:**

T. The Contractor must provide DPS with monthly/quarterly usage reports, or the ability/technology for DPS to generate monthly/quarterly usage reports for the proposed service. 

**Vendor Response:**
U. Vendor must maintain a qualified staff in their Network Operations Center 24x7x365, with local technicians that can meet the criteria outlined in the Maintenance and Support section.

Vendor Response:

V. Internet service cannot originate from the same Central Office (CO) or POP.

Vendor Response:

General Requirements:

The following supplemental materials must be provided by the Vendor as part of this RFP response:

A. Provide a written copy of all guarantees/warranties, licenses or other Vendor specific purchasing and/or maintenance documents covering all Vendor furnished components, software, labor and materials covered under the Vendor’s proposed design and solution.

Vendor Response:

B. Provide certificates of insurance to DPS, naming DPS and its Board and employees as additional insurers and meeting DPS coverage requirements and amounts (or additional amounts if required by state law) for Workers Compensation, Commercial General Liability, and other general liability (if required for products and completed operations)

Vendor Response:

C. Provide to DPS a list of all agents and/or subcontractors to be utilized by the Vendor during the installation and maintenance period for the work. The Vendor will be required to provide to each of its employees, agents and/or subcontractors identification badges to be displayed at all times on each person performing any work under an award while on DPS property.

Vendor Response:

D. The Vendor and/or subcontractor must adhere to all DPS policies and procedures.

Vendor Response:

E. The Vendors are directed to the special significance of requirements relative to the project sequencing and scheduling for the implementation and activation of the network. DPS has established these requirements to provide for the orderly and timely completion of the work pursuant to an award, and at the same time permit on-going communications connectivity within DPS operations. Concurrent work by others for the construction of certain facilities related to the overall project will require coordinated efforts by all on-site contractors to ensure completion in accordance with the schedule.

Vendor Response:

F. The Vendor must test and resolve any communications and/or connectivity problems. The Vendor must certify that the configuration and communications transmission is operating in accordance with DPS specifications. Upon completion, Vendor shall provide within three business days thereafter, all component, installation and configuration documentation, to
include test results, of communications throughout and confirmation of applicable communications to the DPS Project Manager.  

Vendor Response:

G. Vendor must provide a written copy of all scheduled maintenance practices, including customer notification procedures.  

Vendor Response:

H. Vendor must provide a written copy of all service level agreements.  

Vendor Response:

Maintenance and Support Requirements:

A. DPS must have the capability to monitor all network components with Simple Network Management Protocol (SNMP), Management Information Base (MIBs) and traps. Vendor will provide all documentation and information required for DPS personnel to configure SNMP capabilities on all DPS hardware.  

Vendor Response:

B. The Vendor will provide detail on the hours and process rules for engaging the Vendors Help Desk.  

Vendor Response:

C. The Vendor will provide to DPS a complete escalation list and criteria all the way up to the CEO of the Vendor. Throughout the term of the contract this document will be required to be updated immediately if any changes are made to the list. Additionally, this list will be provided to the customer on a quarterly basis, (regardless if any changes have been made).  

Vendor Response:

D. The Vendor will provide to DPS a Network Operations Manual outlining the trouble resolution process.  

Vendor Response:

E. Network connection maintenance and/or trouble levels will be ranked and classified in accordance with the severity level shown in the Maintenance and Trouble Matrix below.  

Vendor Response:

F. The Vendor must notify DPS personnel fourteen calendar days in advance prior to any service affecting maintenance.  

Vendor Response:

G. The Vendor must provide a scheduled maintenance plan for:  

   1. Any Operating System (OS) upgrades and/or patches to Vendor’s core or remote end equipment.  
   2. Any hardware maintenance or equipment upgrades.  

Vendor Response:
H. Vendor must provide information on the qualifications of NOC level 1-3 and local service personnel to include, but not limited to, training and experience

Vendor Response:

I. The Vendor must provide a written process by which spare hardware/equipment is readily available and can be installed to meet the requirements in the Maintenance and Trouble Matrix below.

Vendor Response:

Details of how a trouble report should be processed:

DPS initiated calls to the Vendor’s support group will ensure the following:

A. Call is logged and assigned a case number.
B. A service engineer or service technician is assigned to the case.
C. Vendor shall provide DPS the option to monitor trouble ticket progress via an on-line method.
D. The service engineer or service technician will coordinate with DPS Network personnel to facilitate repair:
   1. Provide advice on system trouble and the necessary steps to implement a solution.
   2. Assist DPS network personnel with system re-configuration, testing and or component replacement.
   3. Dispatch a technician to work with DPS network personnel on site to repair or replace components of the network link as is appropriate.

Maintenance and Trouble Classification and Action:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Network Condition</th>
<th>Response Time</th>
<th>Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>Service/network down. No resolution is immediately available. Production has stopped.</td>
<td>Return call= 10 min  Remote System Logon Response= 15 min  On-site response= 1 hr  Restore time = 2 hrs avg.</td>
<td>Vendor works with DPS Network group, 7x24 to resolve situation.</td>
</tr>
<tr>
<td>High</td>
<td>Service/network functionality is severely impacted. No immediate resolution is available.</td>
<td>Return call= 15 min  Remote System Logon Response= 30 min  On-site response= 2 hr  Restore time = 3 hrs avg.</td>
<td>Vendor works with DPS Network group, 7x24 to resolve situation.</td>
</tr>
</tbody>
</table>
### Medium
- Service/network has limiting functionality. No immediate resolution is available.
- Return call = 1 hr
  - Remote System Logon Response = 90 min
  - On-site response = 2 hr
  - Restore time = 4 hrs avg.
- Vendor works with DPS Network group, 7x24 to resolve situation.

### Low
- General questions, system enhancements and/or document issues.
- Response = One business day
- Vendor works with DPS Network group, to resolve situation during normal business hours.

For severity levels classified as Critical or High, the following escalation process will be followed if restore time cannot be achieved:

<table>
<thead>
<tr>
<th>Severity</th>
<th>Time Frame</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical or High</td>
<td>0-2 hours</td>
<td>Vendor is required to escalate to their Network Operations Manager and Vendors Tier II Support group.</td>
</tr>
<tr>
<td>Critical or High</td>
<td>2-4 hours</td>
<td>Vendor is required to escalate and engage its top-level engineering support and senior management</td>
</tr>
<tr>
<td>Critical or High</td>
<td>At 4 hours:</td>
<td>Vendor is required to escalate to the Senior Vice President and/or CEO</td>
</tr>
</tbody>
</table>

**Vendor Response:**
Total Solution Pricing:

Vendor must provide pricing and documentation that describes the cost for services in one Gbps increments from 3 Gbps up to 10 Gbps to DPS’s Secondary Data Center (SDC) located at 3435 W. 40th Ave., Denver, CO 80211. SDC Internet pricing and DDoS pricing must be priced separately. Evaluations will be based on the prices provided for 3 Gbps Internet and 3 Gbps DDoS.

DPS reserves the right to award all, some, or none of the services requested in this RFP.

Provide an itemized list of all reoccurring and non-reoccurring costs including formulas used in calculations. Including an itemized list of all components (blades, controllers, software, power supplies, etc.), including manufacturer model number, part number, and the unit price for each component.

Pricing needs to identify all Erate eligible and ineligible costs.

Pricing should also detail any cost associated with increasing bandwidth throughout the term of the contract (i.e. any provisioning or installation fees), software and licensing fees, hardware, construction costs, tariff fees, applicable taxes, etc.

Please include any value adds that your service provides that would differentiate your service from other providers.
Section III - Proposal Preparation and Submission Requirements

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

- **TAB A- Cover Sheet** Submit the signed, completed Cover Sheet from this Request for Proposal
- **TAB B- Management Summary** Include a management summary which provides an overview of proposed services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.
- **TAB C- Qualifications and Abilities** Include a summary of your technical offering; an overview of products and services to be provided to the District. Include within this section, technical descriptions, plans, and specifications as related to your offering.
- **TAB D- Pricing**
  - Submit a price proposal to perform all services detailed in your scope of work.
  - Submit any other pricing/cost data necessary to carry out the project.
- **TAB E- Project Schedule and Implementation Plan** Provide a detailed implementation plan.
- **TAB F- Vendor Profile** Provide a Vendor Profile to include:
  - An overview of the company
  - The length of time the Vendor has been in business
  - An outline of the Vendor’s background and overall qualifications
  - Resumes of key personnel
  - Provide a minimum of three client references; including complete addresses, telephone numbers and contact person. Describe the contract for each reference.
- **TAB G – Redacted Bid Response**

File the following in TAB A

Does your offer comply with all the terms and conditions? If no, indicate exceptions.  
Yes ________  
No ________  

Does your offer meet or exceed all specifications? If no, indicate exceptions.  
Yes ________  
No ________  

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified?  
Yes ________  
No ________  

State percentage of prompt payment discount, if offered.  
_________ %

State total bid price (include all items bid).  

State total bid price with discount.  

The District has a VISA Procurement Card Program. Will your company accept the District’s Visa as payment for purchases made from this bid?  
Yes ________  
No ________
DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

Effective July 1, 2013, all new business conducted with Denver Public Schools will require you to be registered on the DPS Supplier Portal.

The Denver Public Schools (DPS) District is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with DPS include:

- Electronic Bidding Events/Solicitations.
  - Bids and Proposals sent directly to your personal Supplier Portal account
  - On-line bid responses, negotiations, awards, and much more
- Direct submission of electronic invoices (depending on your contractual relationship).
- Complete view of your contracts, purchase orders, invoices and payments online through your “Supplier Portal”.
- Ability to maintain your business profile, points of contact, diversity qualifications, list of commodities you wish to provide, W-9s, certifications and insurance documentation, along with optional subcontractor tracking.
- Historical record of your interaction and performance with DPS

Access to the supplier portal can be found here: http://purchasing.dpsk12.org/suppliersvendors/

Supplier Portal User Guides are available at same link (under the ‘Suppliers/Vendors’ link on the right-hand of the page).

DPS’s mission it to provide all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our society.

With this purpose comes responsibility: we must ensure that we fulfill DPS’s commitments while upholding a high standard of integrity and ethical business conduct. We are proactively taking steps to assist in that aim by implementing Integra Report to anonymously submit information on potential fraud, waste or abuse of District property, assets, and resources, please visit: www.IntegraReport.com

DPS Subscriber Code: DPSK12You can also call our automated phone hotline  hours a day, 7 days a week: 855.858.3444
E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/service-providers/step01/default.aspx

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2017.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC http://www.usac.org/sl/applicants/step07/invoice-check.aspx

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC’s website: http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC’s Free Services Advisory http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
4) **STARTING SERVICES/ADVANCE INSTALLATION**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2017 funding year (July 1, 2017). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

**EARLY FUNDING CONDITIONS**

**Category 1**

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

**Category 2**

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).
5) **INVOICING**

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) **FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District’s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of ______________________________ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _______________________________ Title: _______________________________

Phone Number: __________________________ Email: _____________________________

Service Provider Name: ______________________________________________________