



**MILWAUKEE
PUBLIC SCHOOLS**

**MPS COVER PAGE
(Fill out and provide under Tab 1)**

**REQUEST FOR PROPOSAL: RFP 1055 for Internet Access Service and
Connectivity**

This request for proposal (“RFP”) consists of this document, all attachments, appendices, exhibits and addenda issued.

Milwaukee Public Schools (“MPS”) is soliciting competitive sealed proposals from Service Providers to provide Internet Access Service and Connectivity, complying with all terms and conditions described in this RFP.

Proposals will be accepted no later than 2:00 p.m., Central Time, August 18, 2021. Proposals must be submitted in the manner set forth in Section 5.3 and in the format set forth in Section 8.0.

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

- The Signatory has the legal authority to bind the Service Provider responding to the RFP; to provide the services subject to the RFP; and to provide those services under the name of the holder of the Service Provider Identification Number (“SPIN”) listed in Section 8.1, Tab 2;
- The Signatory has read and agrees to the RFP Requirements as set forth in Section 5.0;
- The Signatory has read and agrees to MPS’s Contract Terms and Conditions as set forth in Section 4.0; and
- The prices in the Service Provider’s Proposal have been arrived at independently, and have not been divulged, discussed, or compared with the Proposals of other respondents. No attempt has been made nor will be made to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.

Name of Person Signing on Behalf of Service
Provider (Print)

Service Provider Telephone Number

Service Provider Address

Service Provider Fax Number

City, State, Zip Code

Email Address of Signatory

Signatory’s Title

Signature of Signatory

Date

1.0 REQUEST FOR PROPOSAL OVERVIEW

Project Name: Internet Access Service and Connectivity
RFP Number: RFP 1055
RFP Release Date: July 21, 2021
Question Due Date: 2:00 p.m. Central Time, July 27, 2021
RFP Due Date: 2:00 p.m. Central Time, August 18, 2021

1.1 Definitions

Applicant means the entity responsible for seeking discounts on eligible services under the E-rate program.

Billed Entity means the entity that remits payment to the Service Providers for services rendered to eligible schools and libraries participating in the E-rate program.

District means the Milwaukee Public Schools.

E-rate or E-rate Program is the shorthand term used in place of “the Schools and Libraries Universal Service Support Mechanism” and refers to the funding support program for discounted eligible services to eligible schools and libraries established in the 1996 Telecommunications Act. FCC means the Federal Communications Commission, an independent United States government agency. The FCC is responsible for the oversight of the E-Rate Program.

FCCRN means FCC Registration Number.

FRN means Funding Request Number.

MPS means Milwaukee Public Schools.

Milwaukee Board of School Directors means the entity with whom any contract resulting from this RFP will be entered.

Proposal means any response provided pursuant to this RFP.

Proposer/Respondent means a Service Provider submitting a Proposal to this RFP.

RFP means Request for Proposal.

Service Provider means an entity proposing to provide the services subject to this RFP and pursuant to any resulting contract.

SLD means the Schools and Libraries Division of the Universal Service Administrative Company.

SPIN means Service Provider Identification Number.

Subcontractor means a person or entity performing or proposed to perform a portion of the Service Provider’s contract.

USAC or Administrator means the Universal Service Administrative Company, an independent not-for-profit company established to administer the Universal Service Fund at the direction of the FCC.

1.2 E-rate Requirements

It is the intention of MPS to apply for discounts under the Schools and Libraries (“E-rate”) program for some or all of the services that are the subject of this RFP. Services may be requested under this RFP for both E-rate eligible and non-E-rate eligible locations and/or services. Therefore, all Service Providers responding to this RFP must participate in the E-rate Program and must comply with all applicable FCC rules.

The Service Provider is required to submit its SPIN and FCCRN as part of the Proposal. If you do not have a SPIN and FCCRN, you MUST obtain them before you respond to this RFP.

*You can obtain a SPIN by following the directions on the Schools and Libraries Division (“SLD”) web site which is found at the following URL:

<http://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin>

*You can obtain an FCCRN from the FCC web site which is found at the following URL:

<https://apps.fcc.gov/coresWeb/publicHome.do>

1.3 Document Retention, Production of Records, and Audits

Pursuant to 47 C.F.R. § 54.516, the Service Providers have the following obligations with respect to document retention, production of records and audits:

The Service Providers shall retain documents related to the delivery of supported services for at least 10 years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. Any other document that demonstrates compliance with the statutory or regulatory requirements for the schools and libraries mechanism shall be retained as well. Comprehensive information about document retention requirements is found in the FCC’s Fifth Report and Order (FCC 04-190).

The Service Providers shall produce such records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the FCC or any local, state or federal agency with jurisdiction over the entity.

The Service Providers shall be subject to audits and other investigations to evaluate their compliance with the statutory and regulatory requirements for the schools and libraries universal service support program including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. MPS must provide written consent before a Service Provider releases confidential information to the auditor, reviewer, or other representative.

The Service Provider shall permit any representative (including any auditor) appointed by a state education department, the Administrator, the Commission or any local, state, or federal agency with jurisdiction over the entity to enter their premises to conduct E-rate compliance inspections.

The Service Provider shall assume responsibility for its subcontractors’ compliance with the FCC requirements on recordkeeping, document retention, production of records, audits and inspections.

1.4 Lowest Corresponding Price

Pursuant to 47 C.F.R. § 54.511, Service Providers shall not submit bids for or charge schools or school districts a price above the lowest corresponding price for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory. Promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the lowest corresponding price is determined.

1.5 Pricing Transparency

Pursuant to the FCC's E-rate Modernization Order (FCC14-99) released July 23, 2014, the Commission provided notice to all Service Providers that the receipt of E-rate support will be conditioned on disclosure of pricing information beginning in Funding Year 2015. The Commission states in the Order that contracts executed after the effective date of the Report and Order may not contain restrictions barring publication of purchasing price data, and that any such restrictions shall have no effect.

2.0 Services Requested

2.1 Scope

MPS is requesting proposals for the provision of Internet Access Service and Connectivity as described below.

Internet Access service and connectivity will be terminated at each of two locations

- CS-Administration located at 5225 W. Vliet Street, Milwaukee, WI 53208, and
- Technology Center located at 6620 W. Capitol Drive, Milwaukee, WI 53216

with the following Internet Access Service and Connectivity being split equally between each of these two locations:

20 Gbps
40 Gbps
60 Gbps
80 Gbps
100 Gbps
120 Gbps
140 Gbps
160 Gbps
180 Gbps
200 Gbps

The handoff from the successful Service Provider at CS-Administration and Technology Center must be a 50 micron OM3 or OM4 multimode fiber cable with an MPO connector. In addition, the successful Service Provider shall supply a full BGP routing table for each location.

2.2 Network Availability/Reliability

The Internet Access Service and related connectivity must be available 24 hours a day, 365 days a year. The service must perform 99.99% of the time during any calendar month in accordance with all applicable networking standards.

2.3 Response Time for Repairs

The Service Provider shall remedy any loss of service within 4 hours of either notification or identification of such loss of service. Response time will commence upon the earlier of either notification by MPS or determination by the Service Provider of such loss of service.

2.4 Contract Period

It is anticipated that the contract resulting from this RFP will be for a period of 1 year from July 1, 2022 through June 30, 2023 with the option to extend for up to four one-year terms solely in the discretion of MPS.

This RFP will result in either the award of a single contract to a single Service Provider or no award; there will not be multiple awards made under this RFP.

2.5 Timing and Delivery of Service

The Internet Access Service and Connectivity shall commence at 12:00:01 a.m. on July 1, 2022.

3.0 Invoicing

Services may be requested under this RFP for both E-rate eligible and non-E-rate eligible locations and/or services. Separate invoices are required for E-rate eligible locations and services from those that are not eligible. MPS will provide a summary of the services ordered and the corresponding locations, together with all costs. It is the burden of the Service Provider to reconcile, to MPS's satisfaction, its invoices to that summary.

All invoices must be based on a first-of-the-month through end-of-the-month cycle.

All invoices must be manually created by the Service Provider in a form and format which MPS has approved. Invoices may only be submitted after services have been provided, as MPS does not pay in advance for services.

Errors on invoices cannot be remedied by credits on invoices. All errors must be repaid by a check cut by the Service Provider within 30 days of notification of such error.

3.1 Invoices for E-rate Eligible Locations and/or Services

The FCC, in its Second Report and Order (FCC 03-101), adopted a rule requiring the Service Providers to give applicants the choice each funding year to:

- (a) pay the Service Provider the full price of services, and subsequently receive reimbursement through the Billed Entity Applicant Reimbursement ("BEAR") process, or
- (b) pay the non-discounted portion of the price of services, with the Service Provider seeking reimbursement through the Service Provider Invoice ("SPI") process from USAC for the discounted portion.

Choosing Option (a) to pay the full price and then receive reimbursement through the BEAR process requires the applicant to submit FCC Form 472 (BEAR form) to USAC for payment of the discounted portion after having paid the full payment to the Service Provider.

Choosing Option (b) to pay the non-discounted price of services requires the Service Provider to submit FCC Form 474 (SPI form) to USAC for payment of the discounted portion. The Service Providers are required to bill applicants for the non-discount portion.

If MPS chooses Option A, MPS will work with the Service Provider to ensure that invoices are correct before payment is made to the Service Provider and subsequent reimbursement is sought from USAC. MPS will attempt to pay correct and properly-submitted invoices within 30 days of receipt.

If MPS chooses Option B, all invoices from the Service Provider must be based on the discount rate indicated in the Funding Commitment Decision Letter. Draft invoices and corresponding FCC Form 474 must be submitted to MPS for approval before the Service Provider submission to USAC for the discounted portion of the payment and to MPS for the non-discounted portion of the payment to ensure that only correct invoices are being submitted. MPS will attempt to pay correct and properly-submitted invoices for the non-discounted portion within 30 days of receipt.

MPS chooses Option A above for the purpose of invoicing USAC for payment of the discounted portion of E-rate eligible services provided under any contract that results from this RFP.

3.2 Invoices for Non-E-rate Eligible Locations and/or Services

All locations and/or services not eligible for E-rate must be invoiced separately. MPS will attempt to pay correct and properly-submitted invoices within 30 days of receipt.

4.0 MPS's Contract Terms and Conditions

The successful Service Provider agrees to enter into a contract prepared by MPS (hereinafter "the Proposed Contract"), the material terms of which are those set forth below. Any exception to MPS's Contract Terms and Conditions, or any additional contract terms or conditions proposed by the Service Provider, must be provided in Section 8, Tab I of the Service Provider's Proposal.

It is insufficient for the Service Provider to cite to a document or incorporate a document by reference. Any such citation or incorporation will be disregarded. Only those additional contract terms or conditions specifically set forth in Section 8, Tab I will be considered by MPS. Any exception or proposed additional contract term or condition not set forth in Section 8, Tab I will neither be considered nor accepted.

MPS's Contract Terms and Conditions will govern the Proposed Contract between Service Provider and MPS unless specific exception has been taken by the Service Provider in its Proposal. Acceptance of either exceptions to MPS's Contract Terms and Conditions or additional contract terms or conditions proposed by the Service Provider in its Proposal is in the sole discretion of MPS.

Under no circumstances will MPS sign any Service Provider contract or document.

MPS's Contract Terms and Conditions are as follows:

- a. Any services, lines, additional equipment, etc. added during the course of the Proposed Contract must be coterminous with, (or end the same time as), the Proposed Contract, including any extensions thereto. It is also possible that schools may close during the term of a contract signed pursuant to this RFP. Service Providers shall be notified of such closures and invoicing shall cease upon such notification. Any modification or change to services during the term of the contract signed pursuant to this RFP will be made pursuant to a Contract Addendum, a sample of which is attached as Exhibit 1.
- b. MPS will award contracts without any guarantee, implied or otherwise, of the level of business any Service Provider will receive.
- c. MPS reserves the right to make service substitutions as allowed for under the E-rate program provided such substitutions are allowed by the procurement laws, rules and regulations under which MPS operates.
- d. MPS reserves the right to change a Service Provider if there is a legitimate reason to do so (*e.g.*, the Service Provider's breach of contract or the Service Provider is unable to perform the requested services).
- e. MPS will not agree to any disclaimers or limitations of liability.
- f. The Proposed Contract is contingent upon the appropriation of sufficient funds for this purpose by the State of Wisconsin and appropriate MPS officials. If funds are not appropriated, the Service Provider agrees to take back any goods furnished, terminate any services and relieve MPS of any future obligations under the Proposed Contract upon notice of the same.
- g. MPS, in its sole discretion, reserves the right to postpone delivery of goods and/or services under the Proposed Contract until USAC makes a Funding Commitment or to terminate the Proposed Contract without future liability in the event USAC denies a Funding Commitment.
- h. The Service Provider may be required to provide MPS with monthly, quarterly or yearly reports regarding services in a form and format mutually agreed upon.
- i. In the performance of work under the Proposed Contract, the Service Provider shall not discriminate in any way against any employee or applicant for employment on the basis of sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to: employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Service Provider is required to include a similar provision in any subcontracts to the Proposed Contract. If MPS determines the Service Provider has violated this non-discrimination policy, MPS may terminate the Proposed Contract without liability for undelivered services or materials.

MPS may also deem the Service Provider ineligible to participate in future contracts with MPS.

- j. The Service Provider assumes full liability for all of its acts and/or omissions in the performance of the Proposed Contract, as well as the acts and/or omissions of its subcontractors. The Service Provider shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of the Proposed Contract to said Service Provider. The Service Provider further agrees to indemnify and hold harmless MPS and all of its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which may occur as a result of the performance of services provided for under the Proposed Contract or that may result from the carelessness or neglect of said Service Provider, its agents, subcontractors and/or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Service Provider, its agents, subcontractors and/or employees, the Service Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees and/or other expenses resulting therefrom.

- k. The Service Provider and its subcontractors, if any, shall effect and maintain the following insurance coverage to support any financial obligations arising out of claims or damages to any person, or the Service Provider's employees or agents. The indemnification obligation referenced in Paragraph J above shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 per occurrence/\$500,000 aggregate*
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate*
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

The Milwaukee Board of School Directors shall be named as an additional insured under the Service Provider's and its subcontractor's commercial general liability insurance and umbrella liability insurance. The umbrella policy must provide excess commercial general liability, automobile liability and employers liability. Evidence of all required insurances of Service Provider or its subcontractors shall be submitted electronically to MPS via its third-party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into any Contract resulting from this RFP by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Service Provider's insurers providing the coverages required by MPS for the duration of any Contract resulting from this RFP. All insurers must have a minimum A.M. Best rating of A-VII.

Service Providers must submit a certificate of insurance with the RFP response to demonstrate they have appropriate coverage. If Service Provider is awarded a contract, they will be required to add the Milwaukee Board of School Directors as an additional insured and submit an updated certificate of insurance with the Milwaukee Board of School Directors named on it.

1. The Service Provider agrees and stipulates that in performing the Proposed Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by the Proposed Contract. The Service Provider has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income generated pursuant to the Proposed Contract. MPS will not be obligated or responsible to extend, to Service Provider's employees, any fringe benefit available to MPS employees. The Service Provider specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which the Service Provider or any of its employees claim to be or to have been an employee of MPS during the period of time covered by the Proposed Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on the Service Provider's behalf, the Service Provider will request such agency or court to dismiss such matter.
- m. The Service Provider shall neither assign nor subcontract its obligations under the Proposed Contract without the prior written consent of MPS. If the Service Provider assigns, delegates, or subcontracts its obligations without such consent, MPS shall have the right, in its sole discretion, to rescind the Proposed Contract and to declare the same null and void. In such event, the Service Provider understands and agrees that it shall be liable for the cost of MPS to obtain like services from another Service Provider. MPS reserves the right to request a substitution of personnel (*e.g.*, project leader, staff, etc.). The Service Provider shall substitute the personnel with no additional charges to MPS. Failure on the part of the Service Provider to provide a substitute deemed suitable by MPS shall be cause for termination of the Proposed Contract. Likewise, if the Service Provider finds it necessary to replace staff assigned to the MPS project, MPS shall have the absolute right to approve of said substitute.
- n. MPS will not pay any penalty or early termination fee, however captioned, in the event of termination for convenience or cause.
- o. The waiver or failure of either party to exercise in any respect any rights provided for in the Proposed Contract shall not be deemed a waiver of any further right under the Proposed Contract.
- p. The Service Provider shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires employees be paid a 'living wage'.
- q. The Proposed Contract, and its exhibits and addenda, if any; the referenced RFP and any attachments thereto; and the Service Provider's Proposal to the RFP will constitute the entire Proposed Contract among the Parties with respect to the subject matter hereof and will supersede all prior Proposals, negotiations, conversations, discussions and contracts among the Parties concerning the subject matter thereof. With the sole exception being

- any modification or change to services procured via a Contract Addendum, an example of which is attached hereto as Exhibit 1, no amendment or modification of any provision of the Proposed Contract shall be effective unless the same shall be in writing and signed by authorized signatories of both MPS and the Service Provider. In the event of a conflict among the documents constituting the Proposed Contract, the order of priority to resolve the conflict shall be: (1) the Proposed Contract and its exhibits and addenda, if any; then (2) the referenced RFP and any attachments; and then (3) the Service Provider's Proposal to the RFP.
- r. If any term or provision of the Proposed Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of the Proposed Contract shall be interpreted as if such invalid term or provision were not contained in the Proposed Contract.
 - s. The Service Provider shall invoice according to the terms set forth in section 3.0 of this RFP. It is mutually agreed that Wisconsin's state Prompt Payment Law, Wis. Stat. §§ 16.528, 16.53(2)(11), does not apply to the Proposed Contract.
 - t. The state courts of Wisconsin shall be the sole forum for all disputes arising out of the Proposed Contract. The validity, construction, enforcement and effect of the Proposed Contract shall be governed solely by the laws of the State of Wisconsin.
 - u. Time is of the essence in the Proposed Contract.
 - v. The Service Provider shall not use the MPS Logo in its literature or issue a press release about the subject of the Proposed Contract without prior written notice to, and written approval of, both MPS's Executive Director of Communications and Outreach and MPS's Senior Director of Technology.
 - w. MPS will not be responsible for any charges not specifically set forth in the Cost Proposal Worksheet provided under Tab A of the Service Provider's Proposal. Even if listed in the Service Provider's Proposal, there are certain non-mandatory charges that MPS will not pay. These include charges for which MPS is exempt, such as Federal Excise and Wisconsin Sales Taxes, or other non-mandatory charges such as Regulatory Cost Recovery Fees. MPS reserves the right to reject any goods that do not conform to the Service Provider's Proposal. Any and all return freight charges associated with the rejected items shall be borne by the Service Provider.
 - x. The Service Provider shall comply with applicable requirements regarding recordkeeping, document retention, production of records, audits and inspections set forth in 47 C.F.R. § 54.516. The Service Provider shall also assume responsibility for its subcontractors' compliance with the same. The Service Provider and its subcontractors shall maintain documents, subject to the aforementioned requirements, for the longer of: a period of seven years after receipt of final payment under this Contract, (in accordance with Wis. Stat. § 19.21(6)); or the period required by FCC rules.
 - y. Absent prior written consent of MPS's Senior Director of Technology, the Service Provider shall not: (1) disclose, publish or disseminate any information, not a matter of public record, that is received by reason of the Proposed Contract, regardless of whether

the Service Provider is under contract at the time of disclosure; or (2) disclose, publish or disseminate any information developed for MPS under the Proposed Contract. The Service Provider agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of said information.

- z. Delays in delivery caused by acts of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or any other delays deemed by MPS to be clearly and unequivocally beyond the Service Provider's control will be recognized by MPS. However, MPS will not be liable to pay the Service Provider for any work that the Service Provider is unable to perform due to acts of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic or communications failure, but excluding failure caused by a party's financial condition or negligence).
- aa. The Service Provider understands that MPS is bound by Wisconsin's public records law, and as such, all of the terms of the Proposed Contract are subject to, and conditioned on, the provisions of Wis. Stat. § 19.21 *et seq.* The Service Provider acknowledges that it is obligated to assist MPS in retaining and producing records that are subject to Wisconsin's public records law, and that the failure to do so shall constitute a material breach of the Proposed Contract, and that the Service Provider must defend and hold MPS harmless from liability under the law.
- bb. The Service Provider covenants to have any and all licenses, permits, and certifications required to perform the work or provide the goods specified and furnish proof of such licensing authorization and permits with its proposal, if required, and keep them in effect for the term of the Proposed Contract.
- cc. The Service Provider shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- dd. The Service Provider shall indemnify MPS against all liability, loss and/or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise, or any part thereof, to be provided pursuant to the Proposed Contract.
- ee. The Service Provider covenants that all materials, equipment and supplies provided to MPS under the Proposed Contract comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards. All electrically-powered equipment must be UL listed or MPS-approved equivalent.
- ff. The Service Provider shall not be relieved of any liability for damages sustained by MPS by virtue of any breach of the Proposed Contract by the Service Provider, and MPS may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to MPS from the Service Provider for said breach is determined. The Service Provider agrees that breach of the Proposed Contract by the Service Provider shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, any breach of the Proposed

Contract by the Service Provider shall entitle MPS to both preliminary and permanent injunctive relief in addition to any monetary damages.

- gg. If the Service Provider fails to fulfill its obligations under the Proposed Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate the Proposed Contract for cause by giving five (5) days written notice before the effective date of termination of the contract, specifying the alleged violations, and effective date of termination. The Proposed Contract shall not be terminated if, upon receipt of the notice, the Service Provider promptly cures the alleged violation within five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by the Service Provider for use in completing the Proposed Contract. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for termination.
- hh. Notices to either party shall be sent by Certified or Registered mail to the signatories on the Proposed Contract.
- ii. Should the Service Provider, its principals, agents or employees act in violation of the FCC's policy regarding gifts, and should MPS be denied funding on a funding request or be subject to a commitment adjustment as a result of the aforementioned action, the Service Provider shall be liable for liquidated damages in the amount of MPS's discounted portion on each of the funding requests so denied.
- jj. The Service Provider shall comply with all applicable FCC rules, Orders, and guidance which govern the E-rate program. Notwithstanding any other remedies at law or equity, in the event the Service Provider acts or fails to act in such a way that causes MPS to lose E-rate funding, the Service Provider shall be liable to MPS for the amount of denied, reduced or adjusted funding. Additionally, the Service Provider shall be liable to MPS for legal or consulting fees MPS incurs to: ensure compliance with the E-rate program; to respond to the FCC or USAC directives; and/or to pursue an appeal.
- kk. If the Service Provider believes that any resources from MPS are required related to the services being proposed, the Service Provider must list those required resources with specificity in Section 8.0 Tab C. Acceptance of resource requirements is in the sole discretion of MPS. MPS will not accept any resource requirements not specifically listed in the Service Provider's Proposal.
- ll. The prices listed in the Cost Proposal Worksheet of Service Provider's Response to the RFP are fixed and will not change during any term of a contract resulting from this RFP.

5.0 RFP REQUIREMENTS

5.1 Communication/Questions

The only permissible communication regarding this RFP with MPS staff or MPS agents must be directed in writing to mpsrfps@milwaukee.k12.wi.us. This is the sole vehicle to communicate any

questions regarding the RFP. The subject line of the email must be labeled “RFP 1055 - Question.” Unauthorized contact with any MPS staff or MPS agent is cause for rejection of the RFP Proposal.

The deadline to submit questions is 2:00 p.m. Central Time, July 27, 2021.

It is incumbent upon the Service Provider to point out any possible discrepancies, omissions or ambiguities using the process outlined above to submit questions. By failing to do so, the Service Provider waives the right to claim any provision of this RFP is ambiguous.

5.2 Addendum

Answers to the written questions or any additional information or revisions or clarifications to the RFP will be provided in the form of an addendum to be posted at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/E-rate.htm>

It is the sole responsibility of the Service Provider to check MPS’s above-referenced site for any addenda that may be issued. Addenda will not be mailed.

In the event of conflict with the RFP, addenda shall govern.

5.3 Submission of the Proposal.

The Service Provider must submit one original Proposal clearly marked as such with wet signature and 11 copies of its Proposal to:

Milwaukee Public Schools
Department of Procurement & Risk Management
5225 W. Vliet St., Room 160 (Office of Finance)
Milwaukee WI 53208

Proposals will be accepted no later than 2:00 p.m. Central Time, August 18, 2021. Proposals received after this time may not be accepted. Proposals shall be deemed accepted when (1) time stamped in the MPS Department of Procurement & Risk Management, or (2) received in the MPS Department of Procurement & Risk Management with proof that a common carrier delivered the proposal to 5225 W. Vliet Street, Milwaukee, WI 53208 and it is signed for by an MPS employee no later than the date and time set forth above.

All Proposals must be packaged, sealed, and show the following information on the outside of the package: Respondent’s name, address, and the Request for Proposal number and title.

Electronic Proposals will not be accepted.

5.4 How to Amend an RFP

A Service Provider desiring to amend its proposal before the RFP due date may do so by filing an amended Proposal at the address set forth in Section 5.3.

No Proposal may be amended after the due date of the RFP.

5.5 How to Withdraw an RFP

A Service Provider desiring to withdraw its Proposal before the due date may do so by written request to MPS at the address set forth in Section 5.3.

After the due date, it is within MPS's sole discretion whether to allow withdrawal of a proposal.

5.6 Clarifications

After receipt of Proposals, it may be necessary for MPS to contact Service Providers with clarification questions. MPS will do so via the email address of the signatory provided on the Service Provider's submitted Proposal Cover Page (Tab 1). Clarification questions often need imminent answers and short deadlines for response may be necessary. It is the Service Provider's responsibility to monitor the contact email identified at all times during the RFP process. Failure to timely respond to a clarification question submitted to the contract email may result in the rejection of the Proposal.

5.7 Debarred Service Provider

MPS reserves the right to cancel a contract with any debarred Service Provider. No Service Provider may subcontract with any Service Provider that has been debarred.

5.8 Proposals to Remain Open

Service Provider's Proposal must remain open and pricing must remain firm until execution of a contract for the services subject of the RFP.

5.9 Acceptance/Rejection of Proposals

MPS reserves the right, in its sole discretion and if deemed in the best interest of MPS, to (1) waive irregularities in any proposal; (2) accept or reject all or part of any proposal submitted; (3) reject all Proposals received in response to this request; (4) request clarifying information orally or in writing; (5) make a partial award, or not make any award; and (6) accept late proposals or improperly formatted proposals.

5.10 Joint Proposals

In the event a group of Service Providers elect to jointly submit a Proposal, there may only be a single Proposal from the Service Provider designated as the prime, but all participating Service Providers must be identified in that Proposal. The Service Provider submitting the Proposal will be responsible for all matters related to the provision and invoicing of services under this RFP and any resulting contract. MPS will make contract payments to only the Service Provider awarded a contract.

MPS reserves the right to accept the Service Provider, but reject any secondary Service Provider. The Service Provider will have the option of withdrawing its proposal, without penalty, or replacing the rejected secondary Service Provider. A contract will be written with the successful Service Provider.

5.11 Subcontracting

The use of subcontractors must be clearly indicated in the proposal, and all subcontractors must be identified by name. The Service Provider shall be wholly responsible for the entire performance, whether or not subcontractors are used. The use of subcontractors is not a requirement of this RFP. The Service Provider shall be solely responsible for compensating all subcontractors used by the Service Provider in connection with any contract awarded pursuant to this RFP. MPS reserves the right to reject any subcontractor.

5.12 Incurring Costs

There is no express or implied obligation of MPS to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals; for providing clarifying information when requested by MPS; or for participating in any contract negotiations.

5.13 Negotiations/Award

MPS reserves the right to determine which Service Provider, in its sole judgment, best meets the District's needs. Contract awards are subject to review by the MPS Superintendent and Board.

MPS will open negotiations with the highest ranked Service Provider. MPS reserves the right to open negotiations with the second highest-ranked Service Provider if negotiations with the highest ranked Service Provide are not successful, and so on.

6.0 MINIMUM PROPOSAL RESPONSE REQUIREMENTS

MPS will determine whether Proposals have met the eleven minimum Proposal requirements set forth below. Only those Proposals passing all of these minimum Proposal requirements, unless waived, will be passed on for evaluation according to the criteria set forth in Section 7.0. It is in the sole discretion of MPS whether to waive a requirement in this section.

Minimum Proposal Requirements Set Forth In:	Pass/Fail
Section 8.0 Proposal Format and Content (Service Provider has provided the information required and in the format required as detailed in Section 8.0, Proposal Format and Content)	Pass/Fail
Section 8, Tab 1	Pass/Fail
Section 8, Tab 2	Pass/Fail
Section 8, Tab 3	Pass/Fail
Section 8, Tab 4	Pass/Fail
Section 8, Tab 5	Pass/Fail
Section 8, Tab 6	Pass/Fail
Section 8, Tab 7	Pass/Fail
Section 8, Tab 8	Pass/Fail
Section 8, Tab 9	Pass/Fail
Section 8, Tab 10	Pass/Fail

7.0 EVALUATION CRITERIA

The criteria below weighted as indicated will be used to evaluate the Proposals.

Criteria	Description	%
Cost Information (of E-rate eligible goods and/or services proposed)	Information set forth in Tab A.	35%
Service Information	Information set forth in Tabs B and C.	25%
E-rate Information	Information set forth in Tab E.	10%
Service Provider Information	Information set forth in Tab F, G, and H.	10%
Exceptions to Contract Terms and Conditions	Information set forth in Tab I.	10%
Prior Experience with the Service Provider		10%

8.0 PROPOSAL FORMAT AND CONTENT

Proposals are to be formatted and tabbed in the form and sequence described in this Section 8. Only information provided in the Tabs as set forth below will be considered. The Proposal page limit is 35 pages.

8.1 Minimum Proposal Response Requirements

Tab 1 Signed Cover Page

Complete the MPS Cover Page and provide that under Tab 1 of Service Provider's response.

Tab 2 SPIN Number

Complete Appendix A, SPIN Number, and provide that under Tab 2 of Service Provider's response along with the documentation requested.

Tab 3 FCC Registration Number

Complete Appendix B, FCC Registration Number, and provide that under Tab 3 of Service Provider's response along with the documentation requested.

Tab 4 Red Light Status

Complete Appendix C, Red Light Status, and provide that under Tab 4 of Service Provider's response.

Tab 5 Debarment Status

Complete Appendix D, Debarment Status, and provide that under Tab 5 of Service Provider's response.

Tab 6 Free Services

Complete Appendix E, Free Services, and provide that under Tab 6 of Service Provider's response.

Tab 7 Proffer of Insurance Coverages

Complete Appendix F, Proffer of Insurance Coverages, and provide that under Tab 7 of Service Provider's response along with the documentation requested.

Tab 8 Duplication of Service

Complete Appendix G, Duplication of Service, and provide that under Tab 8 of Service Provider's response.

Tab 9 Cost Proposal

Complete Appendix H, Cost Proposal, and provide that under Tab 9 of Service Provider's Response.

Tab 10 Protecting Against National Security Threats to the Communications Supply Chain

Complete Appendix I, Protecting Against National Security Threats to the Communications Supply Chain and provide that under Tab 10 of Service Provider's Response.

8.2 Tabs A-H

Cost Information:

Tab A Cost Proposal Worksheet

Complete the Cost Proposal Worksheet as provided by MPS. Service Provider must include *all* costs it will attempt to charge MPS, including mandatory regulatory fees, allowable taxes, etc. Note that MPS will not pay pass-thrus for which it is exempt, such as Federal Excise and Wisconsin Sales Taxes or non-mandatory pass-thrus such as Regulatory Cost Recovery Fees. Costs for services plus any mandatory regulatory fees and/or allowable taxes must be fully set forth on the Cost Proposal Worksheet such that they are reflected in the total cost.

Failure to fill this form out completely may result in rejection of the RFP Proposal. If the Cost Proposal Worksheet form is insufficient to fully set forth the Service Provider's total cost, the Service Provider may raise questions using the Communications/Questions process as set forth in Section 5.1.

Service Information:

Tab B Description of Services

Describe the proposed services in response to Section 2.0.

Tab C Implementation Plan

Describe the Service Provider’s plan to ensure that services at all sites will be fully operational on July 1, 2022, including any material activities that the Service Provider believes may be necessary, *e.g.*, testing, cutover, licensing. Also include any other activities that may be required to transfer services from an existing provider such that services will be fully operational on July 1,2022.

If the Service Provider believes that any MPS resources are required to ensure timely delivery of the services being proposed, the Service Provider must list those required resources with specificity in Tab C. Acceptance of resource requirements is in the sole discretion of MPS. MPS will not accept any resource requirements not specifically listed in the Service Provider’s Proposal.

While preparatory activities may begin as necessary after contract execution to ensure a July 1, 2022, service start date, MPS and USAC will pay only for the delivery of services beginning on July 1, 2022.

Additional sites and/or services requested by MPS during the course of the contract must be fully operational within 10 calendar days of such request. If activation of additional sites and/or services is not possible during that timeframe, describe the length of time required to activate new sites and/or services.

Tab D (Not included as part of this RFP)

E-rate Information:

Tab E E-rate Experience

Provide information to support the Service Provider’s familiarity with and success in the E-rate program:

- Describe how long the Service Provider has participated in the E-rate program.
- Describe the approximate number of FRNs for which the Service Provider has provided service for the past three years.
- Describe the approximate amounts of the aforementioned FRNs for the past three years.
- Describe the Service Provider’s experience with E-rate audits.
- Describe funding requests on hold due to action or inaction of the Service Provider.
- Describe funding requests that were denied due to action or inaction of the Service Provider.
- Describe any situation in which the FCC has determined that the Service Provider must repay funds.
- Describe steps the Service Provider takes to stay abreast of changes to the E-rate program and FCC rules.

Service Provider Information:

Tab F Service Provider Firm

Provide information to support why the Service Provider believes it has adequate financial and operational capability to provide the services subject of this RFP. Describe:

- The Service Provider's business organization.
- The Service Provider's financial stability.
- Information on whether the Service Provider has filed for bankruptcy in past 5 years or is planning to do so.
- Information on whether the Service Provider has merged with or been acquired by another Service Provider within the last 5 years or is currently planning a merger or acquisition.
- Description of like services provided to educational entities of comparable or greater in size to MPS and the number of years services have been successfully provided.
- Describe the Service Provider's capacity to ensure services will be fully operational on July 1, 2022 taking into consideration all other commitments of the Service Provider.

Tab G Customer Service

Describe the Service Provider's approach to customer service. Include designated contacts, available hours, and the Service Provider's process for escalation of issues concerning ordering services, service delivery, invoicing of services or E-rate-related issues.

Tab H References

Provide at least three client references clients including the names of the individual(s) you would propose MPS contact, together with phone numbers and company names and addresses.

MPS reserves the right to contact or visit any party not listed as a reference that has previously used or is presently using similar products or services as offered in the Service Provider's RFP Proposal. MPS also reserves the right to use any sources it deems relevant regarding the Service Provider and the proposed products and services.

Exceptions to MPS's Contract Terms and Conditions:

Tab I Exceptions to MPS's Contract Terms and Conditions

Set forth any proposed exceptions to MPS's Contract Terms and Conditions (see Section 4.0) and/or any additional proposed contract terms and conditions.

MPS's Contract Terms and Conditions will govern the Proposed Contract between the Service Provider and MPS unless specific exception has been taken by the Service Provider. Any exception to or any additional contract terms or conditions proposed by the Service Provider, must be provided in Tab I of the Service Provider's Proposal.

Additional proposed terms or conditions must be set forth with specificity; it is insufficient for the Service Provider to cite to a document by reference. Any such citation or incorporation will be disregarded.

Acceptance of any proposed or additional proposed contract terms or conditions is in the sole discretion of MPS. Any exception or proposed additional contract term or condition not set forth in Tab I will neither be considered nor accepted.

APPENDIX A - SPIN Number Information

Submit this completed Appendix under Tab 2 of Service Provider's response.

1. Provide the SPIN that the Service Provider will be using to provide the services identified in this RFP: _____
2. Indicate the entity name associated with this SPIN (this information can be found at <https://slweb.usac.org/Spin/Search>): _____
3. Attach the documentation from the USAC web site proving that the entity name associated with this SPIN is consistent with your response in Number 2 above. If such documentation is not provided, MPS will fail the Service Provider as to this Minimum Proposal Requirement.
4. If the name of the Service Provider responding to this RFP does not precisely correspond to the name of the entity associated with the SPIN provided in number 1 and documented in number 3 above, an explanation must be provided as to the relationship that exists between the Service Provider responding to this RFP and the entity associated with the SPIN that allows the Service Provider responding to the RFP to provide the services under the SPIN provided: _____
5. Check "yes" to confirm that any contract resulting from this RFP will be in the name of the entity associated with the SPIN, or the name of the entity associated with the SPIN d/b/a name of Service Provider responding to the RFP. Yes No

If "no" is checked, MPS will fail the Service Provider as to this Minimum Proposal Requirement.

APPENDIX B – FCC Registration Number

Submit this completed Appendix under Tab 3 of Service Provider's response.

Service Provider's FCCRN is as follows:

Attach the documentation from the FCC web site proving that the FCCRN associated with this Service Provider is consistent with your response above. This information can be found at <https://apps.fcc.gov/coresWeb/publicHome.do>

MPS will fail the Service Provider as to this Minimum Proposal Requirement if the FCCRN and corresponding documentation are not provided.

APPENDIX C – FCC Red Light Status

Submit this completed Appendix under Tab 4 of Service Provider’s response.

Service Provider confirms that it has not been placed on “red light” status either currently or at any time during the prior three E-rate funding years: Yes No

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

MPS will fail the Service Provider as to this Minimum Proposal Requirement if MPS deems the underlying reasons for the red light status to be materially detrimental to MPS’s E-rate funding request.

APPENDIX D – Debarment Status

Submit this completed Appendix under Tab 5 of Service Provider’s response.

Service Provider certifies that neither the Service Provider or its principals; its subcontractors or their principals are or have been suspended or debarred from the E-rate program: Yes No

If Service Provider checks “no”, MPS will fail the Service Provider as to this Minimum Proposal Requirement.

APPENDIX E – Free Services

Submit this completed Appendix under Tab 6 of Service Provider’s response.

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

If yes is checked above, please skip the remaining questions in this Appendix E.

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

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

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

MPS will fail the Service Provider as to this Minimum Proposal Requirement if MPS deems the value or nature of the free services being offered may be materially detrimental to MPS’s E-rate funding request.

APPENDIX F – Proffer of Insurance Coverages

Submit this completed Appendix under Tab 7 of Service Provider’s response.

1. Provide a certificate of insurance: a) evidencing insurance coverage in amounts set forth in the RFP; and b) which names the Entity associated with the SPIN number provided in Tab 2 as the “Insured.”
2. Will Service Provider obtain insurance with the Milwaukee Board of School Directors named as an additional insured if awarded a contract? Yes No

If required documentation as identified in number 1 above is not provided or “no” is checked in Number 2, MPS will fail Service Provider as to this Minimum Proposal Requirement.

APPENDIX G – Duplication of Service

Submit this completed Appendix under Tab 8 of Service Provider’s response.

Service Provider certifies that its Proposal does not contain any duplication of service.

Yes No

If “no” is checked, MPS will fail Service Provider as to this Minimum Proposal Requirement.

APPENDIX H – Cost Proposal

Submit this completed Appendix under Tab 9 of Service Provider’s response.

Service Provider certifies that MPS will not be responsible for any costs not expressly included in the Cost Proposal Worksheet provided under Tab A of Service Provider’s Proposal:

Yes No

If “no” is checked, MPS will fail Service Provider as to this Minimum Proposal Requirement.

**APPENDIX I – Protecting Against National Security Threats to the
Communications Supply Chain**

Submit this completed Appendix under Tab 10 of Service Provider’s response.

Service Provider certifies that no universal service support has been or will be used to purchase obtain, maintain, improve, modify or otherwise support any equipment or services produced or provided by any company designated by the Federal Communications Commission as posing a national security threat to the integrity of communications networks or the communications supply chain since the effective date of the designations.

Service Provider certifies that no Federal subsidy made available through a program administered by the Commission that provides funds to be used for the capital expenditures necessary for the provision of advanced communications services has been or will be used to purchase, rent, lease, or otherwise obtain, any covered communications equipment or service, or maintain any covered communications equipment or service previously purchased rented leased, or otherwise obtained, as required by 47 C.F.R §54.10.

Yes No

If “no” is checked, MPS will fail Service Provider as to this Minimum Proposal Requirement.

**Milwaukee Public Schools
RFP 1055--Internet Access Service and Connectivity
Cost Proposal Worksheet (Provide in Tab A)**

	E-rate Eligible Monthly Cost	Installation Cost (if applicable)	E-rate Eligible Mandatory Surcharges/Fees (if applicable)	Cost Basis upon which to apply E-rate Eligible Mandatory Surcharges/Fees (if applicable)	E-rate Ineligible Monthly Cost	Identify Ineligible Items
Internet Access Service and Connectivity:						
20 Gbps						
40 Gbps						
60 Gbps						
80 Gbps						
100 Gbps						
120 Gbps						
140 Gbps						
160 Gbps						
180 Gbps						
200 Gbps						

Exhibit 1

ADDENDUM # [XX] TO THE MILWAUKEE BOARD OF SCHOOL DIRECTORS' CONTRACT FOR [TYPE OF SERVICES] DATED [MONTH, DAY, YEAR]

[Service Provider Name] ("Service Provider") and Milwaukee Board of School Directors ("MPS") entered into the Milwaukee Board of School Directors' Contract for [Type of Services] on [Month, Day, Year].

The Milwaukee Board of School Directors Contract for [Type of Services] provides that MPS may change services to this contract without any monetary penalties. It is mutually understood that this Addendum [moves, add, deletes, changes] [types of service] pursuant to said Contract. All other terms and provisions contained in said Contract remain in full force and effect.

1. MPS billing contact is Chad Meyer, Senior Director of Technology.
2. MPS authorized contact is Chad Meyer, Senior Director of Technology.
3. Requested Service: [type of change: moves, adds, deletes, changes] [service description].
4. Site information:

Site Name	Address Location	Bandwidth	Customer Request due Date
[School or Non-Instructional Facility]	[Street, City]	[Service Description]	[Month, Day, Year]
[School or Non-Instructional Facility]	[Street, City]	[Service Description]	[Month, Day, Year]
[School or Non-Instructional Facility]	[Street, City]	[Service Description]	[Month, Day, Year]
[School or Non-Instructional Facility]	[Street, City]	[Service Description]	[Month, Day, Year]

5. The beginning billing date of the change in service described in Number 4 above shall be as follows (the 1st of the month following service start/installation): [Month, Year].
6. This change in service shall run coterminous with the Milwaukee Board of School Directors' Contract for [Type of Service] dated [Month, Day, Year]: June 30, [Year].
7. The monthly recurring charge on this service shall be as follows: [\$X,XXX.XX].
8. The non-recurring one-time installation fee for this change in service: \$[X,XXX.XX].

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Dated: _____

By: _____
Chad Meyer, Senior Director of Technology