

Invitation to Bid (“ITB”)

Eligible Entity:	Cordova City Consortium 675 Second Street Cordova, AK 99574
Project Description:	2018-2019 E-rate and RHC Services - 470 Number 180012967
ITB Number:	CCC20170701300007
470 Number:	180012967
470 Post Date:	02/09/2018
ITB Due Date:	03/10/2018 at 5:00PM local standard time
Billed Entity Number:	17013790
Email Address:	CCC2018@adsadsi.com

The Cordova City Library, Cordova Community Medical Center and Cordova City School District have formed the Cordova City Consortium (“CCC”) and have established a relationship with Advanced Data Services, Inc. (“ADS”) to help with the complexities of the E-rate and Rural Health Care (“RHC”) Funding. This Invitation to Bid will help CCC understand the technicalities in reviewing available services, documenting a cost analysis for circuit option availability and help determine the best course of action to reduce monthly reoccurring fees associated with Internet access and the associated circuit fees.

The goal is to purchase cost effective Internet services for the two schools, library and medical center. The intent of the Consortium is to leverage purchasing power for services, with respect to the following:

- Increase bandwidth;
- Manage and reduce our reoccurring costs;
- Improve quality and reliability; and
- Take advantage of the opportunity to establish internal capacity,

These considerations will guide our decisions to determining the most cost effective solution. The nature of our partnership demonstrates that we are working together for the benefit of our community and the Universal Services Fund. The medical center plans to use discounts associated with the Rural Health Care Program, and the schools and libraries plan to seek support from the Schools and Libraries Program (E-rate).

CCC seeks proposals in accordance with the terms and conditions posted within. The awarded contract(s) may cover both E-rate/RHC eligible and non-eligible items. If eligible and non-eligible items or services are bid, bidders should break out the non-eligible items and list them as such. Contract award(s) shall be made in accordance with Federal Communications Commission (“FCC”) Universal Service Administration Company (“USAC”) E-rate and RHC Program Rules.

BID MARKING: CCC20170701300007
METHOD OF BID RECEIPT: Bid offers must be delivered to CCC2018@adsadsi.com or they may be disqualified. Late offers shall not be considered.

To perform the work required by this ITB, the winning Bidder must be willing to work with USAC and be licensed in accordance with all applicable rules and regulations. Submitting a bid acknowledges compliance to all Local, State and Federal Law.

Note: Cordova City Consortium MUST wait at least 28 days after the posting the Invitation to Bid before selecting a Service Provider, or executing any contracts.

The projects and services discussed within this ITB may depend on partial funding from the E-rate/RHC Program. The applicant expects each Service Provider to make themselves thoroughly familiar with all rules and regulations regarding the E-Rate/RHC Program.

It is the intent to award all of the services sought within this ITB to either one or multiple Bidders. By issuing this ITB, the Applicant is not required to award all services for which pricing is sought. An award may or may not be given for services requested. CCC retains the right to award contracts based on their evaluation of the responses received in accordance with this ITB.

Responses to the ITB shall not require demonstrations or onsite visits. Onsite visits are discouraged as they may bring uncertainty to the open and fair bidding process. Time is short, so please do your best to reply, clarifications will be sought as required. Responses requiring demonstrations for evaluation may not be considered.

SUSPENSION OR DEBARMENT:

If, within the past five (5) years, any firm, business, person, or service provider submitting a bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, including the School and Libraries Division of the Universal Services Administrative Company ("SLD"), the Bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply such a letter or to not disclose in the letter all the pertinent information shall result in the cancellation of any contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

RED LIGHT RULE:

Any service provider, or the sub-contractor of any service provider, who is currently under, or has reason to believe that they may have a red light status under, the "Red Light Rule" by the FCC must disclose that information in this proposal. If any service provider, or the sub-contractor of any service provider, is found to have a red light status under the FCC "Red Light Rule" during the term of this contract, this contract may be immediately terminated.

LOWEST CORRESPONDING PRICE (LCP):

Service provider warrants they have reviewed all FCC, USAC and SLD information on Lowest Corresponding Price. Service provider warrants they are offering, and will continue to offer for the term of this contract, the Lowest Corresponding Price on all goods and services included.

BILLING:

With respect to service, the Applicant prefers to pay their share and it is requested that the service provider "carry the reimbursed share" until the FRN is funded. The Applicant agrees to promptly pay its share and respond to all USAC inquiries and file the 486 upon receipt of the Funding Commitment Decision Letter. All responses are strongly encouraged to contain terms and conditions required to meet and address this request within their proposal.

QUESTIONS:

To assure everyone has the same information **ALL QUESTIONS MUST** be posted to http://adsadsi.com/itb_year_21.shtml. Please visit the website and click on the 470 Q/A link associated with the Applicant's Form 470 Application to submit a question. In addition, please click on the 470 Q/A link associated with this application to review all questions asked and answered. Please remember that questions submitted within 5 business days of bid due date may not be answered.

If you do not have a question, but would like to stay current with questions asked and answered, please visit the website and click on the 470 Q/A link associated with the Applicant's Form 470 Application and submit a request, in the form of a question, to be added to the question and answer distribution list. If you submit a question you are automatically added to the distribution list for updates.

No other method of asking questions is acceptable. Questions asked in any other method than the acceptable method as described above shall not be answered. To reiterate, questions submitted via text, E-mail, or asked via a telephone, or left on a voicemail shall not be answered.

ADS Advanced Data Services, Inc. role is to assist with the E-rate/RHC Application Process:

ADS Advanced Data Services, Inc. does not evaluate Service Provider Service Offerings – The Applicant is responsible for selecting all Service Providers (see evaluation criteria). ADS shall not recommend Service Providers.

All information is provided in the Invitation to Bid, to include applicant type, service locations, and addresses.

If you have a proposal, or optional packages, please provide details and the eligible Applicant shall evaluate all options to select a winner. Pricing specific to the Applicant's requirements must be included for an evaluation to be completed. Please make sure any and all required Contracts or Statements of Work are authorized AND included in your response. If the Applicant has a question on your service offering, terms, and/or pricing, clarification may be sought.

In order to be considered for award any and all terms, conditions and, or contracts required by the Service Provider must be signed, dated and submitted with the ITB Response. Failure to provide signed documents may disqualify your response for services sought.

By submitting a bid you are confirming your willingness to answer all UASC questions during the review process, even if the answers are considered proprietary and/or confidential. Neither the applicants or ADS needs to made aware of proprietary and/or confidential information.

Terms and Conditions

"Attachments" means any item the Solicitation requires a Service Provider to submit as part of the Offer.

"Contract" means the combination of the Solicitation, including the Uniform and any Special Instructions to Bidders, Service Provider Instructions, the Terms and Conditions, and the Specifications and Statement or Scope of Work; and any other document included with the ITB; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and terms applied by law.

"Contract Amendment" means a signed document that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a contract with CCC.

"Days" means calendar days unless otherwise specified.

"Exhibits" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

"Offer" means bid, ITB, proposal or quotation.

"Service Provider" means a Service Provider who responds to a Solicitation.

"Solicitation" means an Invitation to Bids (ITB).

"Solicitation Amendment" means a written document that is authorized by the CCC and issued for the purpose of making changes to the Solicitation.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

Inquiries

Duty to Examine. It is the responsibility of each Service Provider to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be posted to http://adsads.com/itb_year_21.shtml. The Service Provider shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

Submission of Inquires. The Procurement Officer or the person identified in the Solicitation as the contact for inquires requires that all inquiries to be posted to http://adsads.com/itb_year_21.shtml. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph.

Timeliness. Any inquiry shall be submitted as soon as possible and at least five (5) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written statement posted to http://adsads.com/itb_year_21.shtml. A Service Provider may not rely on verbal responses.

Solicitation Amendments. The Solicitation shall only be modified by a post to http://adsads.com/itb_year_21.shtml.

Job Walk or Pre-Offer Conference. If a Job Walk or Pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Service Provider should raise any questions it may have about the Solicitation or the procurement at that time. A Service Provider may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

Offer Preparation

Forms/Response. Submit bids as instructed (E-mail submission is OK).

Evidence of Intent to be Bound. The offer and acceptance within the agreement must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Service Provider's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.

Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Service Provider clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Service Provider's preprinted or standard terms shall not be considered as a part of any resulting Contract.

Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

Request for Proposals. All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.

Subcontracts. Service Provider shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

Cost of Offer Preparation. CCC shall not reimburse any Service Provider the cost of responding to a Solicitation.

Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.

Provision of Tax Identification Numbers. Service Providers are required to provide their State Tax Number and/or Federal Tax Identification Number, if applicable, in the space provided on the Service Provider ITB Response and provide the tax rate and amount, if applicable, on the price sheet(s).

Identification of Taxes in Offer. CCC is subject to all applicable state and local taxes. If Service Providers do not indicate taxes on a separate item in the Offer, CCC shall conclude that the price(s) offered includes all applicable taxes.

Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Service Provider must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Service Provider shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

Submission of Offer

Email. Each Offer shall be submitted to the submittal email address identified in this Solicitation that identifies its contents as an Offer and the Solicitation and FCC Form 470 Number to which it responds. The appropriate Solicitation number shall be identified in the Subject of the email.

Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

Public Record. Under E-rate/RHC Program Rules, all Offers submitted and opened must be retained by CCC to maintain E Rate/RHC compliance. Offers shall be open to inspection by the FCC or its authorized agent(s) after Contract award, except for such Offers deemed to be confidential by CCC. If a Service Provider believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. CCC shall make a determination on whether the stamped information is confidential pursuant to CCC's Procurement Policy.

Non-collusion, Employment, and Services. By signing the Service Provider Authorized Response, the Service Provider certifies that: it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

Evaluation

Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Taxes. All applicable taxes in the Offer shall be considered by CCC when determining the lowest bid or evaluating proposals.

Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.

Disqualification. The Offer of a Service Provider who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

If the Service Provider does not have a valid Service Provider Identification Number (SPIN), the offer shall be rejected.

If the Service Provider does not provide information necessary to complete an Item 21 Attachment for Form 471, the offer may be rejected.

Offer Acceptance Period. A Service Provider submitting an Offer under this Solicitation shall hold its Offer open for processing during the E-rate/RHC Funding Year for which an application is processed.

Payment. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within ninety (90) days.

Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, CCC reserves the right to:

- Waive any minor informality;
- Reject any and all offers or portions thereof; or
- Cancel a solicitation.

Award

Number or Types of Awards. Where applicable, CCC reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to CCC. If the Purchasing Manager determines that an aggregate award to one Service Provider is not in CCC's interest, "all or none" Offers shall be rejected.

Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Service Provider to the award of a Contract. A Contract is not created until the Offer is accepted in writing by CCC's signature of the Service Provider Authorized Response. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer. Contracts shall only be enforceable after the products/services have been approved for funding through E Rate and Form 486 has been submitted certifying use of the products/services being purchased.

Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Service Provider Authorized Response or other official contract form, unless another date is specifically stated in the Contract. Under no circumstances shall the equipment or services being sought be installed and put into use at its respective location prior to July 1, 2016 unless specifically requested in writing by the Applicant.

Final Acceptance. Final contract acceptance shall be contingent upon the approval of CCC, which shall be demonstrated by the execution and submission of FCC Form 486.

Contract Interpretation

Local and State Law. All local and state law of Eligible Entity issuing this ITB applies to this Offer and any resulting Contract(s).

Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

Contract Administration and Operation

Records. Contractor shall retain and shall contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

Nondiscrimination. The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

Audit. At any time during the term of this Contract and ten (10) years thereafter, the Contractor's and applicable Subcontractor's books and records shall be subject to audit by CCC and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. CCC shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If CCC determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by CCC for testing and inspection.

Notices. Notices to the Contractor required by this Contract shall be made by CCC to the person indicated on the Service Provider Authorized Response submitted by the Contractor unless otherwise stated in the Contract. Notices to CCC required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.

Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of CCC.

Property of CCC. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CCC. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of CCC.

Costs and Payments

Payments. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from CCC within ninety (90) days. The ITB number should be referenced on the invoice.

Delivery. Unless stated otherwise in the Contract, all prices shall include delivery and unloading at the destinations.

Applicable Taxes.

Payment of Taxes by CCC. CCC shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.

State and Local Taxes. CCC is subject to all applicable state and taxes. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold CCC harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9. In order to receive payment under any resulting Contract, Contractor may be required to have a current I.R.S. W-9 Form on file with CCC.

Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of CCC for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. CCC shall make reasonable efforts to secure such funds.

Contract Changes

Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without prior written approval.

Risk and Liability

Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

General Indemnification. CCC shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

Indemnification - Patent and Copyright The Contractor shall indemnify and hold harmless CCC against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by CCC of materials furnished or work performed under this Contract. CCC shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Force Majeure. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or

Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Third Party Antitrust Violations. The Contractor assigns to CCC any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

Warranties

Liens. The Contractor warrants that the materials supplies under this Contract are free of liens.

Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by CCC of the materials or services, they shall be:

Of a quality to pass without objection in the trade under the Contract description;
Fit for the intended purposes for which the materials or services are used;
Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
Adequately contained, packaged and marked as the Contract may require; and
Conform to the written promises or affirmations of fact made by the Contractor.

Fitness. The Contractor warrants that any material or service supplied to CCC shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

Inspection/Testing. The warranties set forth in the above subparagraphs as to Liens, Quality and Fitness are not affected by inspection testing of or payment for the materials or services by CCC.

Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.

Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Service Provider shall maintain all applicable licenses and permits.

Survival of Rights and Obligations after Contract Expiration or Termination.

Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof.

Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the purchasing offices of CCC, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

CCC's Contractual Remedies

Right to Assurance. If CCC in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Purchasing Manger may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at CCC's option, be the basis for terminating the Contract under the Terms and Conditions of this Contract.

Stop Work Order.

CCC may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. CCC shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

Nonexclusive Remedies. The rights and the remedies of CCC under this Contract are not exclusive.

Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, CCC may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

Right to Offset. CCC shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by CCC or damages assessed by CCC concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Terms and Conditions of this contract.

Contract Termination

Cancellation for Conflict of Interest. CCC may cancel this Contract within three (3) days after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of CCC is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

Gratuities. CCC may, by written notice, terminate this Contract, in whole or in part, if CCC determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of CCC for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. CCC, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

Suspension or Debarment. CCC may, by written notice to the Contractor, immediately terminate this Contract if CCC determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

Termination for Convenience. CCC reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the CCC without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to CCC. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to CCC. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. Project completion may be contingent upon E-rate/RHC reimbursement.

Termination for Default. In addition to the rights reserved in the Terms and Conditions of this contract, CCC reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Purchasing Manger shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to CCC.

CCC may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to CCC for any excess costs incurred by CCC reproducing the materials or services.

Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to the Eligible Entities applicable state law(s).

Protests

A protest shall comply with state law(s) and be filed with the ADS Advanced Data Services, Inc. on the 470 question and answer link located at http://adsadsi.com/itb_year_21.shtml. A protest of a Solicitation shall be posted before the Offer due date. A protest of a proposed award or of an award shall be filed in the same manner within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- The name, addresses, and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the purchasing agency and the Solicitation or Contract number;
- A detailed statement of the legal and factual grounds of the protest; and
- The form of relief requested.

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

CCC may request verification of compliance from any contractor or subcontractor performing work under this contract. CCC reserves the right to confirm compliance in accordance with applicable laws.

Should CCC suspect or find that the contractor or any of its subcontractors are not in compliance, CCC may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

Registered Sex Offender Notification Restriction

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on CCC's premises at any time without written approval of an authorized representative of CCC.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of CCC's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Eligible Locations to which Service May be Required

Sub Entity	Location Name	Address
145571	Cordova City School District	675 Second Street, Cordova, AK 99574
145572	Cordova Public Library	618 1st Street, Cordova, AK 99754
117245	Cordova Jr./Sr. High School	100 Fisherman Avenue, Cordova, AK 99574
117246	Mt. Eccles Elementary School	275 Second Avenue, Cordova, AK 99754
10781	Cordova Community Medical Center	602 Chase Avenue, Cordova, AK 99754

GENERAL REQUIREMENT

All proposals must identify the cost for all reoccurring and non-reoccurring expenses that may include but are not limited to campus assessment, engineering, project management, documentation, contingency, installation, configuration and travel fees. All surcharges and taxes shall be included as well. The services proposed must be eligible for E-Rate under the Category One provision compliant with the Schools and Libraries Division Eligible Services List for the current funding year. The costs for services not eligible for E-Rate/RHC must be clearly itemized separate from eligible services.

INTENT to RESPOND and QUESTIONS

If you intend to respond to the ITB and have not done so, please register to ask and receive the answers to questions at http://adsadsi.com/itb_year_21.shtml. Simply visit the website and click on the 470 Q/A link associated with the Applicant's Form 470 Application to submit a question and indicate you intend to respond to this request. In addition, you may click on the 470 Q/A link associated with this application to review all posts, questions, and their answers.

Disqualification of SPAM Responses

It is the intent to disqualify SPAM based responses. If your response is classified as one or more of the following it shall be disqualified.

- 1) If the response is general in nature, meaning specific data concerning the request is arbitrary or not well defined within the response. The applicant is not seeking a laundry list or price list of services. Quantities should be listed and calculated, along with taxes, fees and surcharges. If taxes, fees, and surcharges are not presented, the applicant may estimate for the purpose of cost comparison.
- 2) If multiple options exist, or may be provided (but are not requested), and the applicant is left trying to discern between the various options. For instance, if POTS lines are requested, do not respond with a SIP solution. If you have questions, please ask them as outlined within the ITB.
- 3) The proposal sent must be binding and include signatures for acceptance by all parties.
- 4) Proposals may not include endless loop terminology. In other words, proposals offering to beat the lowest current or final proposed presented shall not be accepted. Firm fixed pricing must be presented.

Scope of Work

Please include all fees, including Monthly Re-occurring Costs, Non Re-occurring Costs, including Installation, and applicable taxes. FCC rules require that an Applicant sign a contract with the service provider before signing and submitting a completed Services Ordered and Certification Form (Form 471). **Consequently, all Contracts, Statements, of Work, and/or Service Agreements should be submitted with this response with a handwritten signature and date. Failure to provide signed documents may disqualify your response for services sought.**

Countersigned documents may be provided after the Funding Commitment Decision Letters are issued by the Schools and Libraries Division of the Universal Services Administrative Company.

Responses shall include the Service Provider Authorized Response (“SPAR”). The SPAR serves as a contract and proof of timely response. Additional agreements may be included and executed for service delivery. For E-rate/RHC filing purposes the SPAR may be used. All additional agreement(s) should be authorized prior to submission for Applicant review.

Service providers should propose an implementation plan with a seamless transition for the delivery of service. The service delivery plan should be designed to mitigate the risk of downtime and assure continued uptime during business hours. Work that requires the interruption of the current service shall be performed after hours and/or at a time that is agreeable to CCC. All proposed solutions shall be fully tested to assure the service expectations defined within this document. If a new service provider is selected and their services deployed, it is expected to run alongside the current solution and in conjunction with CCC expectations for at least 10 days prior to replacing the existing service. Service Level Agreements are expected.

Miscellaneous Fees and charges that are a necessary component of an eligible product or service are eligible including:

- Change fees
- Contingency fees are eligible if they are reasonable and a regular business practice of the service provider. Contingency fees will be reimbursed only if the work is performed.
- Freight assurance fees
- Lease or rental fees on eligible equipment
- Per diem and/or travel time costs are eligible only if a contract with a vendor for the eligible product or services specifically provides for these costs
- Shipping charges, Taxes, surcharges, and other similar, reasonable charges incurred in obtaining an eligible product or service are eligible. This includes customer charges for universal service fees, but does not include additional charges for universal service administration.

Installation, activation, and initial configuration of eligible components are eligible. These services may include:

- Design and engineering costs if these services are provided as an integral component of the installation of the relevant services
- Project management costs if these services are provided as an integral component of the installation of the relevant services
- On-site training is eligible as a part of installation services but only if it is basic instruction on the use of eligible equipment, directly associated with equipment installation, and is part of the contract or agreement for the equipment. Training must occur coincidentally or within a reasonable time after installation.

Category One

The first category of supported services, Category One, includes the services needed to support broadband connectivity to schools and libraries. Eligible Category One services are listed in the entries for data transmission services and Internet access and voice services. This category consists of the services that provide broadband to eligible locations including data links that connect multiple points, services used to connect eligible locations to the Internet, and services that provide basic conduit access to the Internet. With the exception of leased dark fiber and self-provisioned broadband networks, maintenance and technical support appropriate to maintain reliable operation are only eligible for support when provided as a component of these services.

Internet Access Note

Eligible Internet access may include features such as basic firewall protection, domain name service, and dynamic host configuration when these features are provided as a standard component of a vendor's Internet access service. Firewall protection that is provided by a vendor other than the Internet access provider or priced out separately will be considered a Category Two internal connections component. Examples of items that are ineligible components of Internet access include applications, content, e-mail, and end-user devices and equipment such as computers, laptops, and tablets.

Connections Between Buildings of a Single School

The classification of connections between multiple buildings of a single school is determined by whether the buildings are located on the same campus. A "campus" is defined as the geographically contiguous grounds where the instructional buildings of a single eligible school are located. A single school may have multiple campuses if it has instructional buildings located on grounds that are not geographically contiguous. Different schools located on the same grounds do not comprise a single campus. The portion of the grounds occupied by the instructional buildings for each school is a campus for that school.

Please note, connections between

- Connections between buildings on different campuses of a single school are considered to be Category One digital transmission services.
- Connections between different schools with campuses located on the same property (e.g., an elementary school and middle school located on the same property) are considered to be Category One digital transmission services, unless they share the same building.
- Connections between buildings of a single school on the same campus are considered to be Category Two internal connections.

Please note the following USAC published Documents:

<http://www.usac.org/sl/applicants/beforeyoubegin/fiber.aspx>

<http://www.usac.org/sl/about/faqs/faqs-fiber.aspx#general>

<http://usac.org/res/documents/SL/training/2017/2017-E-rate-Training-Fiber-Options.pdf>

There are three types of fiber services eligible for Category One E-rate support:

- **Leased Lit Fiber:** A fiber-based broadband service where the service provider owns and manages the network, and the E-rate applicant pays a recurring fee to have data transported over the network.
- **Leased Dark Fiber including Indefeasible Rights of Use (IRU):** The E-rate applicant leases capacity (i.e. a specific number of fiber strands) on a provider-owned and maintained fiber network. The applicant pays separately for modulating equipment to light the fiber in order to transmit data over that fiber. The maintenance and operations (M&O) charges related to leased dark fiber service can be the responsibility of the service provider or the applicant dependent on the terms of the contractual agreement.
- **Self-Provisioned Network:** Complete applicant ownership of a high-speed broadband network. The applicant hires a vendor to construct the network or a portion of the network, and thereafter owns and maintains that network or portion, including all the fiber strands and conduit.

Considerations:

CCC believes that outside rated 12 strand fiber cabling is industry standard and probably the most cost effective. All solutions shall be evaluated accordingly, but solutions with 12 strands of outside rated fiber to each location may avoid special orders and save time and dollars.

CCC does not have any product bias and does not specify a preference for any manufacturer. For resiliency and protection of infrastructure our reference design includes hardened buried fiber ring, but the consortia shall consider all options provided. Industry standard Service Level Agreements (“SLA”) are expected to help assure reliability. Uptime is critical, we are hopeful that SLA’s provide guarantees of 99.999%.

The medical center requires a second, or redundant, connections to the Internet. It is possible that the School and Library connection could serve as the backup connection for the medical center.

All options shall be considered. Connectivity is required at each site to deliver Internet. The most cost effective solution shall be selected per the evaluation criteria contained within, see page 21.

Specific questions needed for filing, please provide the following details as appropriate to your proposal:

1. If possible, please provide a map utilizing GIS data as part of the Cost per foot evaluation.
2. Provide Total Project Plant Route Feet - This measure only accounts for newly deployed fiber, and should not include any existing fiber. (e.g., If the total project covers 150,000 feet but 5,000 feet is existing infrastructure that will be spliced to the newly deployed fiber, the response to this field would be 145,000 feet.)

3. Average Cost Per Foot of Outside Plant - This will equal the “Total Special Construction Charges” divided by “Total Project Route Feet.” (See the example from Item 1: If total special construction charges are \$5,000,000.00, then the response in this field should be $\$5,000,000.00/145,000 \text{ feet} = \$34.48/\text{foot}.$)

4. Total Strands - This is the total number of strands installed at the time of construction. (If the build is segmented into a backbone segment with a 48 strand cable and a lateral segment with a 12 strand cable, then the response for this field would be 60 strands.)

5. Number of E-rate Eligible Strands - This is the total number of strands that (a) will be lit within the current funding year and (b) are for the exclusive use of eligible E-rate entities. (If 12 strands are being lit in the backbone segment and 8 strands in the lateral segment for the exclusive use of the E-rate eligible entities, then the response to this field would be 20 strands.)

Category 1 - Data Transmission Services

Qty Up To	Item	Description/Comments	Location
4	Fiber, Lit (leased or purchased as Category One)	E-rate support is available for leased lit and dark fiber as described in the Schools and Libraries Second E-rate Modernization Order (FCC 14-189), Sixth Report and Order (FCC 10-175) and the subsequent "Frequently Asked Questions" (DA 10-2356). Eligible costs include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make a Category One broadband service functional ("Network Equipment"), and maintenance and operation charges. Network Equipment and maintenance and operation costs for existing networks are eligible. Please bid all costs, including special construction funding for the upfront, non-recurring costs for the deployment of new or upgraded facilities. The eligible components of special construction include construction of network facilities, design and engineering, and project management. Prefer a speed of up to 1GB between all locations (minimum 10MB). The district has 2 Actelis m1624 LAN extenders that may be used. Ineligible connections shall be cost allocated from E-rate requests.	Cordova Community Medical Center (10781) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)

Category 1 - Data Transmission Services

Qty Up To	Item	Description/Comments	Location
4	Fiber, Dark (leased or purchased as Category One)	Including dark fiber infeasible rights (IRUs) for a set term. E-rate support is available for leased lit and dark fiber as described in the Schools and Libraries Second E-rate Modernization Order (FCC 14-189), Sixth Report and Order (FCC 10-175) and the subsequent "Frequently Asked Questions" (DA 10-2356). Eligible costs include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make a Category One broadband service functional ("Network Equipment"), and maintenance and operation charges. Network Equipment and maintenance and operation costs for existing networks are eligible. Please bid all costs, including special construction funding for the upfront, non-recurring costs for the deployment of new or upgraded facilities. The eligible components of special construction include construction of network facilities, design and engineering, and project management. Prefer a speed of up to 1GB between all locations (minimum 10MB). The district has 2 Actelis m1624 LAN extenders that may be used. Ineligible connections shall be cost allocated from E-rate requests.	Cordova Community Medical Center (10781) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)

For the self-provisioning solution, the applicant desires 12 strands per location which the applicant would own and operate. All solutions shall be evaluated. The applicant will supply the equipment to place the fiber into service, will provision the bandwidth and provide technical support for the connections. The equipment as well as maintenance and operational support is sought within this Invitation to bid. Necessary cost allocations shall be made according to program rules.

Category 1 - Data Transmission Services

Qty Up To	Item	Description/Comments	Location
4	Self-Provisioned Broadband Networks	E-rate support is available for leased lit fiber, leased dark fiber, and self-provisioned broadband networks as described in the Second E-rate Modernization Order (FCC 14-189). Eligible costs include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make a Category One broadband service functional ("Network Equipment"), and maintenance and operation charges. Please bid all costs, including special construction funding for the upfront, non-recurring costs for the deployment of new or upgraded facilities. The eligible components of special construction include construction of network facilities, design and engineering, and project management. Prefer a speed of up to 1GB between all locations (minimum 10MB). The district has 2 Actelis ml624 LAN extenders that may be used in the solution. Ineligible connections shall be cost allocated from E-rate requests.	Cordova Community Medical Center (10781) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)

Category 1 - Data Transmission Services

Qty Up To	Item	Description/Comments	Location
4	Equipment required to facilitate properly working Category One Broadband Service.	Eligible costs for up to four sites, to include monthly charges, special construction, installation and activation charges, modulating electronics and other equipment necessary to make a Category One broadband service functional, maintenance and operation charges. Ineligible equipment shall be cost allocated from E-rate requests.	Cordova Community Medical Center (10781) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)

Category 1 - Data Transmission Services

Qty Up To	Item	Description/Comments	Location
4	Maintenance and Operations	Please provide options to support maintenance and operations of leased dark fiber or a self-provisioned network. Ineligible maintenance and Operations shall be cost allocated from E-rate requests.	Cordova City Consortium (17013790) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)

Category 1 - Data Transmission Services

Qty Up To	Item	Description/Comments	Location
4	DTS via ATM, Ethernet, Fiber, Frame Relay, MPLS, DS-x, T-x, OC-x or any other transport designed to deliver Internet Access (including wireless / microwave)	WAN Service between the two schools and possibly the library and medical center. Our reference design requests a resilient, hardened solution and a speed of up to 1G between all locations (minimum 10MB). The school district has 2 Actelis ml624 LAN extenders that may be used in the solution. Ineligible connections shall be cost allocated from E-rate requests.	Cordova Community Medical Center (10781) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)

Category 1 - Internet

Qty Up To	Item	Description/Comments	Location
4	Leased Lit Fiber and Internet Access with Transport Bundled	Circuits that provide data (and Internet) connections of at least 10MB and up to 1GB shall be considered. The service provider would own and manage the circuits. All equivalent services shall be considered. Service Providers must provide Customer Premise Equipment (CPE) that passes the Tennessee Test and provide an Ethernet hand off to the applicant. Ineligible connections shall be cost allocated from E-rate requests.	Cordova Community Medical Center (10781) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)
1	Leased Lit Fiber and Internet Access with Transport Bundled	Redundant Internet Access with Transport of at least 10MB with options for growth up to 1GB where the service provider owns and manages the network. It is possible that the primary connection for the schools and library act as the backup connectivity for the medical center. The medical center requires redundancy, or a second Internet connection.	Cordova Community Medical Center (10781)

Category 1 - Internet

Qty Up To	Item	Description/Comments	Location
4	Internet Access: ISP Service Only	Please provide a range of options for stand-alone Internet Access of 50MB to 1GB of bandwidth that the entire consortia could utilize or only the E-rate eligible beneficiaries. It is possible / agreeable that a portion of the connection for the schools and library could provide the backup connectivity for the medical center. The medical center requires redundancy, or a second Internet connection. In theory two different ISPs could provide Internet Access for the medical center as physical diversity is important characteristic of a reliable solution. Ineligible bandwidth shall be cost allocated from E-rate requests.	Cordova Community Medical Center (10781) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)
1	Internet Access: ISP Service Only	Please provide a range of options for a redundant stand-alone Internet Access of 10MB to 1GB of bandwidth that the medical center could utilize as a backup. It is possible that the primary connection for the schools and library be the backup connectivity for the medical center. The medical center prefers redundancy, or a second Internet connection. In theory two different ISPs could provide Internet Access for the medical center as physical diversity is an important characteristic of redundant solutions.	Cordova Community Medical Center (10781)

Category 1 - Internet

Qty Up To	Item	Description/Comments	Location
5	Basic Firewall	Firewall services and components providing standard protection of a vendor's Internet access service may be included. Firewall protection options should support bandwidth options of requested Internet connections. Ineligible services shall be cost allocated from E-rate requests.	Cordova Community Medical Center (10781) Cordova Jr./Sr. High School (117245) Cordova Public Library (145572) Mt. Eccles Elementary School (117246)

Service Provider Instructions

Service Provider ITB Response Cover Sheet:

Service Provider shall complete the Service Provider Authorized Response on the following page and include it as the first page of the Service Provider response. Bids submitted without a Service Provider Authorized Response Cover Sheet may not be evaluated.

In addition to the Service Provider Quote Cover Sheet, please include all relevant documentation to include, but not limited to: Scope of Work, Authorized Master Service Agreement, Detail Line Item Pricing, Taxes, Surcharges, and/or Maintenance Service Agreement, etc.

A proposed agreement or contract **shall** specifically identify the eligible components covered, including product name, model number, and location.

Service Provider Evaluation:

Factor	Value	Weight	Score
Price of the ELIGIBLE Goods and Services		30%	0
Prior Experience		20%	0
Other cost factors (including price of ineligible goods and services, price of changing providers, price for breaking contract, etc)		20%	0
Personnel/Management Qualifications and Capability		20%	0
Local Vendor		10%	0
Total		100%	0

Note: The above worksheet is available for download – please visit: http://adsadsi.com/itb_year_21.shtml.

Service Provider ITB Response:

Item 21 information is expected for all proposed services. With respect to Category One Services, invoices, or proposed and/or existing accounts make great Item 21 attachments and may be included. For Category Two Responses, Item 21s by location or entity number should be included with the Service Provider's Response. This makes managing the Category Two Budget and creating the associated FRNs by location much easier. All Service Provider Responses for Category Two Requests without Item 21 attachments organized by location may be considered incomplete and NOT considered. A sample worksheet is available online (visit: http://adsadsi.com/itb_year_21.shtml). Make and Model Numbers should be included on the Item 21 Attachments for Eligible Products and Services. Eligible Products and Services should be clearly separated from any and all Ineligible Products and Services. To be clear, responses may be disqualified if the Item 21s are incomplete. Item 21s for Category Two Products and Services not organized by location may be disqualified.

Successful Bidder shall provide a complete inventory upon project completion. All Invoices shall cross reference the Inventory Documentation provided.

By submitting a response, Service Provider Agrees to all Terms and Conditions contained within. If Service Provider's response is selected, Cordova City Consortium shall award CCC20170701300007 to Service Provider and authorize this cover page - creating a contract. If required, an authorized and dated Service Provider Contract is encouraged to be submitted with the Service Provider's response. All signatures should be original.

Service Provider Terms, Conditions and/or additional Contracts:

In order to be considered for award any and all terms, conditions and, or contracts required by the Service Provider must be signed, dated and submitted with the ITB Response. Failure to provide signed documents do so may disqualify your response for services sought.

Invoicing the Universal Services Administrative Company (USAC):

Unless otherwise agreed upon, the Service Provider shall be responsible for invoicing USAC by using the Service Provider Invoice (SPI) methodology. The Applicant shall be responsible for their share.

Contracts:

FCC rules require that an Applicant sign a contract with the service provider before signing and submitting a completed *Services Ordered and Certification Form* (Form 471). Consequently, all Contracts, Statements, of Work, and/or Service Agreements should be submitted with this response with a handwritten signature and date. Countersigned documents may be provided after the Funding Commitment Decision Letters are issued by the SLD.

Service Provider Authorized Response - Return this form with ITB Response

Eligible Entity:	Cordova City Consortium, 675 Second Street, Cordova, AK 99574
Project Description:	2018-2019 E-rate and RHC Services See 470 Number 180012967 for Project Details
ITB Number:	CCC20170701300007
470 Number:	180012967
ITB Due Date:	03/10/2018 at 5:00PM local standard time
Billed Entity Number:	17013790
Term:	07/01/2018 - 06/30/2019 unless specified, with up to 4 optional one year extensions. Additional term options may be allowed as needed an in writing.

Service Provider Name:	
Service Provider Address:	
Service Provider City, State and Zip:	
Service Provider Contact Name:	
Service Provider Contact Phone Number:	
Service Provider Contact FAX Number:	
Service Provider Contact Email Address:	
State Tax Number(s):	
Federal Tax Identification Number:	
Service Provider SPIN:	

Please note any exceptions to the proposed Terms and conditions. If Bidder's response is selected, Cordova City Consortium shall award CCC20170701300007 to Service Provider and authorize this cover page - creating a contract. If required, an authorized and dated Service Provider Contract is encouraged to be submitted with the Service Provider's response. All signatures should be original.

Pricing must be included with the Bidder's response - by location. All Service Provider responses without Item 21 attachments may be considered incomplete and may NOT be considered. Service descriptions to include Make and Model Numbers (if appropriate) should be included on the Item 21 Attachments. Eligible Products and Services shall be clearly separated from any and all Ineligible Products and Services.

All invoices shall cross reference the Bidder provided Inventory Documentation.

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation. Signature also certifies understanding and compliance with understanding and compliance to the terms and conditions outlined within the Invitation to Bid.

By submitting an offer, I confirm that the proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder. I agree that we shall submit all required documentation for review.

 Service Provider Authorized Signature (Original)
 Please do not submit with an electronic signature

 Date of Service Provider Signature

 CCC Authorized Signature

 Date of CCC Signature

Additional Information

Criteria with respect to Internet Services

1. It is preferred that the service provider install and maintain the equipment necessary to bring the Internet access service to the point of demarcation. Proposals shall include a clear description of the technologies used to make all connections and links or portions thereof (e.g., serial, T-1, microwave, satellite, Ethernet, MPLS, etc.) end-to-end. The Internet service must be commercial grade and capable of supporting real-time services and other data sensitive to packet loss such as client-server applications, videoconferencing, VOIP, file downloads and other critical data. The service must be handed to applicants as an Ethernet IP RJ-45 compatible connection at the point of demarcation.
2. The connection circuits shall provide download/upload throughput to the level of capacity ultimately selected and purchased with no throttling after a fixed point (cap) on the volume of data flow and should not have extra costs on the volume of data flow after a fixed point.
3. Applicants prefer symmetrical connections but will consider an asymmetrical Internet connection.
4. Proposals, and any contract derived thereof, must include an understanding that permits the applicant to downgrade or upgrade levels of capacity and costs listed in the proposal to meet any changing circumstances with no penalties or extra fee.
5. The applicants shall consider a multi-year contract if it is deemed to be cost beneficial.
6. CCC prefers the circuits to be un-contended, full time, non-aggregated, dedicated bandwidth with no other non-CCC users using any unused portion of the CCC connection. CCC prefers un-contended traffic to extend to the peering point at Seattle Internet Exchange (SIX) or lower 48 (contiguous United States) point of preference.
7. The service provider should be capable of providing primary and secondary DNS services as part of the Internet service.
8. Service providers should ensure end-to-end, round trip ping responses no greater than: 300 milliseconds from all locations.
9. The service provider may provide firewall services as part of the Internet service.
10. The service provider must be capable of providing public ip addresses.
11. The service provider may provide DHCP services as necessary.
12. The service provider must be capable of providing an ip-based video-conferencing service suitable for classroom or medical use.
13. Network traffic prioritization or Quality of Service (QoS), by either IP addressing or ports and protocols, for other applications and services which may require prioritization/QoS. CCC prefers a technology whereby the prioritized bandwidth can be rolled over into the general Internet pool of bandwidth when a prioritized traffic, like videoconferencing, is not being used.
14. Internet service 24 hours per day, 7 days per week, 365 days per year. The proposal shall state the minimum level of uptime service and may offer rebates for extended downtime.
15. The service provider should offer real time web-based network usage reports as part of the Internet service including the link between the high school and elementary school buildings.

16. VPN capability to access and maintain the applicant's systems from remote locations as part of the Internet service may be included.

17. Engineering and other technology support, such as help desk, 24 hours per day, 7 days per week, 365 days per year. The technology support is specifically for service provider owned equipment, links, and services and not to be used for school-owned equipment and services. The proposal must state the level and type of technology support service.

18. Monthly billing discounted invoices that clearly show E-Rate and RHC eligible and non-eligible portions of the service.

19. Itemization of all Taxes and Fees, which can be E-Rate eligible costs when broken out on invoices, in their monthly billing invoices.

20. Internet content filtering to meet CIPA requirements for all buildings throughout CCC.

21. A network optimization device similar in capabilities to the Riverbed Steelhead WAN Optimization as a bundled part of the Internet service at the point of demarcation on CCC premises may be provided.

22. Proposal must describe a plan for implementation that includes having the Internet on line by the 1st of July 2017.