



# Request for Proposal

E-Rate Services

FP Number: 04SEP2014\_E-Rate Services

**Date Issued:** September 4, 2014

**Due Date:** September 17, 2014

**Procurement Contact:**

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## **EDUCATION ACHIEVEMENT AUTHORITY of Michigan**

**About the Education Achievement Authority:** The Education Achievement Authority of Michigan (the “EAA”) is a statewide school system that will assume operation of the lowest five (5) percent of performing schools in the state of Michigan that are not achieving satisfactory results on a redesign plan or that are under an Emergency Manager. It is designed to provide a new, stable, financially responsible set of public schools that create the conditions, supports, tools and resources under which teachers can help students make significant academic gains. It has been initially applied to underperforming schools in Detroit and will ultimately be expanded to include low performing schools throughout Michigan.

**Equal Opportunity:** It is the public policy of the EAA, at all levels of procurement, to promote equal opportunity in employment and contracting opportunities. Additionally, the EAA endeavors to promote and encourage the participation of Minority Business Enterprises (“MBEs”), Women Business Enterprises (“WBEs”) and small and other disadvantaged business entities, as defined by the Small Business Administration. Therefore, the EAA is committed to pursue such avenues in its employment and contracting activities, which will further the goals of this policy. Similarly demonstrated commitment, consistent with the goals of this policy, by those with whom the EAA of Michigan does business, is highly desirable.

## **E-RATE SERVICES**

### **Request for Proposal**

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## Request for Proposals

### I. Overview

The EAA is based in Detroit, Michigan. For the current school year, the EAA will have an enrollment of approximately 6,200 students in grades PK-12 in the twelve (12) schools identified in this RFP (each a "Facility" and collectively the "Facilities"). These Facilities include six (6) high school buildings (grades 9-12) and six (6) elementary/middle school buildings (grades PK-8). The purpose of this RFP is to identify a proven Proposer(s) able to offer the professional services listed below. It is expected that these services will lead to significant gains in student achievement.

The EAA is seeking responses from qualified entities to provide E-Rate services during the 2014-2015 school year. The EAA may select one or more entities to provide these services. The process will include a review and evaluation of a Proposer's methodology and the procedures that they will employ to provide the services contemplated by this RFP. To the extent that a Proposer has past experience providing similar services to other educational entities, this information should be highlighted and included in their proposal.

### II. Purpose

The EAA requests proposals from qualified individuals and/or agencies interested in providing E-Rate services. Proposals will be evaluated for services to be provided during the 2014-15 school year; however, the EAA reserves the right to extend the term of any subsequent contractual agreement the EAA may enter into with a Proposer, upon mutual consent of both parties.

### III. Scope of Work

Proposer shall provide E-Rate services for the Education Achievement Authority. In order to meet deadlines for collection of E-Rate data and E-Rate filings, and for the school district to be eligible for SLD E-Rate funds. (Note: The Services outlined below must be performed prior to the District filing Federal Communications Commission ("FCC") Forms 470 and 471). Services include, but are not limited to, the following:

- Process E-Rate Applications through the administrative and regulatory approval process, including the SLD/FCC.
- Areas included in E-Rate Applications are: Telecommunications; Internal Connections; Internet Access and Basic Maintenance of Internal Connections; interface with local exchange companies; new exchange providers; information services; leased lines; internal connections; electronic mail; and transmission of information as part of a gateway to in information service.

- Specifically, during the contract term Proposer will provide the following services as required: systems planning, systems integration, bid review, and contract preparation, negotiation, and review. These functions will be performed with input from and in close cooperation with the EAA.
- Perform all work associated with the 18<sup>th</sup> Year of E-Rate.
- Preparing and filing E-Rate forms with the Schools and Libraries Division of the Universal Services Administrative Corporation.
- Assist EAA in its record keeping requirements in accordance with the Federal Communications Commission (“FCC”).
- Perform all regulatory work, interpretation of rules, regulations, reports and orders, in office marketing, planning, statistical analysis (free and reduced data analysis), telecommunications design and analysis, certified network designers, Internet Access design and analysis.

### **E-Rate Requirements**

The EAA anticipates that some or all of the Services provided by the Contractor may be eligible for certain E-Rate discounts made available on a program year basis pursuant to Orders issued by the FCC in connection with the Universal Service Order. The District intends to apply to the Schools and Libraries Division (“SLD”) of the Universal Service Administration Company (“USAC”) for discounts on the eligible services in this contract on an annual basis. If the District does not receive a Funding Commitment Decision Letter from the SLD for the next program year or if the SLD has ruled that the District has not fully complied with all requirements of the program, the District, at its sole option, may cancel this agreement at the beginning of the next program year.

- ***E-Rate Compliance:*** Proposer must assure that its response is in compliance with all current E-Rate program guidelines established by the FCC. Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) at 1-888-203-8100 or see their website at [www.sl.universalservice.org](http://www.sl.universalservice.org).
- ***Eligibility of Goods and Services:*** Goods and services provided shall be clearly designated as “E-Rate Eligible”. Non-Eligible goods and services shall be clearly called out as 100% non-eligible or shall be ‘cost-allocated’ to show the percentage of eligible costs per SLD guidelines.
- ***E-Rate Funding Year Boundaries:*** The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of contract ‘signing date’, goods and services requested in this RFP shall be delivered no earlier than the start of the 2015 Funding Year (July 1, 2015). To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.
- ***SLD Invoicing:*** Proposer agrees to conform to all E-RATE guidelines for the billing of discounts to the SLD and the processing of Billed Entity Application for Reimbursement (BEAR) Forms by the EAA. Responder must also provide the name, title and telephone

number for single point of contact for E-Rate questions.

- **SPIN Number:** Proposers shall document the ability to participate in the E-Rate program by supplying their current SPIN (Service Provider Identification Number) and current FCC Registration Number (FRN) as part of their proposal.
- **FCC/SLD Auditability:** The E-Rate program requires that all records be retained for at least five years. Proposer hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by SLD and or the EAA, whichever is sooner. The EAA, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the contractor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
- **Evaluation Criteria:** The E-Rate program requires that price be the major factor, but not the only factor in awarding this proposal. The following criteria will be used:
  - 30% Total Price and Cost Effectiveness of Eligible items
  - 20% Meeting Overall Project Requirements
  - 20% Proposer's Experience and Demonstrated Support
  - 10% Total Price and Cost Effectiveness of NON - Eligible items
  - 10% Proposer's Demonstrated Ability to work with E-Rate
  - 10% Quality, Clarity and Completeness of Proposers Technical Proposal

#### IV. Proposer Qualifications

The EAA is seeking proposals from Proposers who:

- Have the necessary capacity and infrastructure to deliver all services as outlined herein;
- Have the ability to provide standard service level agreements (SLAs); and
- Agree to purchase, prior to the commencement of services, and maintain for the duration of any subsequent agreement that the EAA and a Proposer may enter into, the following insurance coverage in the minimum amounts indicated:

**Commercial General Liability Insurance:** On an "Occurrence Basis" with limits of liability not less than \$1,000,000 each occurrence, \$5,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: A) Contractual Liability; B) Products and Completed Operations; C) Independent Proposer's Coverage; D) Broad Form General Liability Extensions or equivalent; E) Deletion of all Explosion, Collapse and Under group (XCU) Exclusions, if applicable.

**Workers' Compensation including Employer's Liability Coverage:** \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.

**Motor Vehicle Liability:** If Proposer, or its employees, will use motor vehicles to satisfy its responsibilities, then Proposer must have a minimum amount of \$1,000,000 per occurrence combined single limit including coverage for hired or leased vehicles, and owned and non-owned vehicles with No-Fault coverage as required by law. If an insurance coverage furnished by Proposer is on a "claims made" basis, the Proposer shall continue the coverage required under the contract for a minimum period of three years after the expiration or termination of the contract.

**Errors and Omissions/Professional liability:** With limits no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate.

In addition, Proposer shall include the following as Additional Insured: The Education Achievement Authority including its elected and appointed officials, employees, and volunteers.

## **V. Proposal Requirements**

**Description of Service Model and Approach:** Describe your approach to develop assessments, as well as your ability to deliver them electronically. Please also include the strategies your organization will employ to effectively execute the work in each of the areas described in Section III, above.

**Experience:** Include examples of your organization's experience serving as a service provider for other schools and/or districts.

**Staffing Model:** Provide an overview of your staffing model and an outline of who will be working with the EAA in order to fulfill the responsibilities outlined in Section III, and with what frequency.

**Cost Information:** Provide an overview of the costs associated with your model. Please utilize Attachment B – Pricing, and provide information requested therein. The rate shall include supervision, labor, materials, tools, equipment, supplies, services, insurance, transportation, and other incidental requirements necessary to perform the work. The EAA will not accept invoices that contain anything other than the agreed upon hourly rate.

**Minimum Submission Requirements:** Any proposal that does not meet the following requirements will be deemed ineligible for further review and consideration:

- Meeting the submission deadline of September 17, 2014;
- Submitting a complete proposal in Microsoft Word;
- Submitting a sworn and notarized statement disclosing any familial or social relationship that exists between the Proposer or any employee of the Proposer and EAA staff or board members (See Attachment A).

**Contract Award:** The EAA reserves the right to award contract(s) in a manner deemed to be in the best interest of the EAA.

**Term:** The contract(s) potentially resulting from this RFP shall be in effect beginning July 1, 2015 through June 30, 2016. The EAA reserves the right to extend the contract(s), or parts thereof, for a period up to, or exceeding, the full original contract(s) term with mutual consent between both parties.

**Amendment or Cancellation of the RFP:** The EAA reserves the right to cancel, amend, modify or otherwise change this RFP at any time, if deemed in the best interest of the EAA to do so. Further, the EAA, at its option, may seek the retraction and/or clarification of any discrepancy or contradiction that may be discovered during the proposal review process.

**Proposer Presentation of Supporting Evidence:** Within the sole discretion of the EAA, Proposers may be invited to present additional evidence relating to their experience, performance, ability, and/or financial surety, all of which may assist in the evaluation of a Proposer's ability to perform the services requested in this RFP.

**Proposer Demonstration of Proposed Services and/or Products:** At the discretion of the EAA, Proposers may be required to submit additional information and/or evidence to demonstrate their ability to provide the proposed services requested in this RFP. This additional information must be provided without cost to the EAA.

**Erroneous Awards:** The EAA reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract, and subsequently awarding said contract to another Proposer. Such action on the part of the EAA shall not constitute a breach of contract.

**Proposal Expenses:** Proposers are responsible for all costs and expenses incurred in the preparation and/or presentation of proposals.

**Ownership of Proposals:** All proposals shall become the sole property of the EAA and will not be returned. All of the information contained in a proposal submitted in response to this RFP is subject to the provisions of the Freedom of Information Act (FOIA), Section 15.231 et seq. of the Michigan Compiled Laws. In accordance with FOIA, records maintained or kept on file by any public agency (as defined by statute) are public records and every person has a right to inspect such records and receive a copy of such records, except as exempted under other applicable federal or state laws.

**Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, which may be developed under any contract that may be awarded as a result of this RFP, shall be, and remain, the sole property of the EAA, unless otherwise stated in the contract.

**Oral Agreement or Arrangements:** Any alleged oral agreements or arrangements made by Proposers with any EAA appointed or elected official, employee, or volunteer is not binding and will accordingly not be considered during the evaluation process, or subsequent awarding of a contract.

**Sub-contractors:** The EAA must approve, in writing, any and all sub-contractors utilized by the successful Proposer prior to any such sub-contractor commencing work. Proposers acknowledge, by the act of submitting a proposal, that any work provided under a subsequent contract, is work conducted on behalf of the EAA and that the Chancellor or his/her designee may communicate directly with any sub-contractor as the EAA deems to be necessary or appropriate. It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the sub-contractor(s). Upon request, a performance evaluation of any sub-contractor shall be provided promptly by the Proposer to the EAA. It is expected however, that the Proposer will, and must, provide the majority of services described herein.

**E-Mail Clarifications:** The EAA intends to communicate with Proposers via e-mail (e.g., RFP clarifications and addenda). References in this RFP to "written" form of communications include email.

**Additional Requests for Clarification:** Prospective Proposers may request that the EAA clarify information contained in this RFP. All such requests must be made in writing and submitted via email. The EAA will attempt to provide a written response to all written requests for clarification within twenty-four (24) hours after the receipt of such request. The EAA will not respond to any request for clarification received after **5 p.m. on September 10, 2014**. The response to any request for clarification will be posted to the EAA's website and notification of such posting will be provided to all parties that filed an Intent to Respond with the EAA by the deadline set. Requests for clarification and inquiries must be made via email. All requests for clarification must be directed to Jamie Glavin at [jglavin@eaaofmichigan.org](mailto:jglavin@eaaofmichigan.org) (Subject Line: E-Rate Services RFP Request for Clarification). No response will be made to any oral questions. It is each Proposer's responsibility to check the EAA's website prior to the RFP due date to ensure that they have received all of the information, including, but not limited to, all Addenda to this RFP.

**Restrictions On Communication:** From the issue date of this RFP until a Proposer is selected and the selection announced, a prospective Proposer shall not communicate about the subject of this RFP or a Proposer's proposal with the EAA, its Board of Directors, administrators, faculty, staff, students, or employees, except a Proposer may have communication with the aforementioned EAA personnel on matters related to the pre-proposal conference/facility walk-through, additional requests for clarification as described above, or as otherwise required by applicable law.

**Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be emailed in the form of an addendum to all parties that submitted an Intent to Respond with the EAA. All addenda will be issued through the EAA's website and all addenda shall become a part of this RFP. In an effort to avoid any miscommunication, each Proposer must acknowledge all addenda that they have received, but the failure of a Proposer to receive, or acknowledge receipt of, any addendum shall not relieve the Proposer of the responsibility to comply with the terms thereof.

**RFP Information Controlling:** The EAA intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in an addendum to this RFP, a request for clarification, or other written response thereto, or in the Proposal.

**Finality of Decision:** Any decision made by the EAA, including the Proposer selection, shall be final.

**Reservation of Rights:** The EAA reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all proposals with or without cause. The EAA further reserves the right to waive any irregularity or informality in the RFP process or any proposal, and the right to award a contract to a Proposer that may not be the lowest bidder. The EAA reserves the right to request additional information from any or all Proposers. The EAA reserves the right to negotiate with the Proposers concerning their proposals. In the event a Proposer's proposal is accepted by the EAA and the Proposer asserts exceptions, special considerations or conditions after acceptance, the EAA, in its sole and absolute discretion, reserves the right to reject the proposal and award the contract to another Proposer.

**Release of Claims:** Each Proposer, by submitting their proposal, releases the EAA from any and all claims arising out of, and related to, this RFP process and selection of a Proposer.

**Proposer Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by them, or others acting on their behalf, in preparing or submitting a proposal, or otherwise responding to this RFP, or any negotiations incidental to their proposal or this RFP.

**Irrevocability of Proposals:** All proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred twenty (120) calendar days following the Due Date for receipt of proposals set forth above.

**Collusive Bidding:** The Proposer certifies that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation

making a proposal for the same service, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

### **PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS**

In addition to the requirements outlined above, the following must be adhered to in an effort to ensure proper consideration of your proposal:

**Due Date:** *September 17, 2014 at 1 p.m. EST* via email to [jglavin@eaaofmichigan.org](mailto:jglavin@eaaofmichigan.org)

**Intent to Respond:** Each Proposer who intends to submit a Proposal in response to this RFP shall submit an "Intent To Respond" via email to Jamie Glavin at [jglavin@eaaofmichigan.org](mailto:jglavin@eaaofmichigan.org) (Subject Line: E-Rate Services RFP Intent To Respond), on or before **5 p.m., September 10, 2014**. The Intent to Respond shall include the name of the Proposer, the name of a contact person and that person's e-mail address. Failure to submit an Intent To Respond by the aforementioned deadline does not preclude a Proposer from submitting a Proposal; however, Proposers who do not submit an Intent To Respond by the aforementioned deadline will not receive notifications of Requests For Clarification and/or Addenda, and it shall be the Proposer's sole responsibility to check the EAA's website for the same.

**Late Proposals:** Each Proposer is responsible for submission of its proposal. Proposals or proposal revisions received after the due date will not be accepted or considered. The EAA is not liable for any delivery or other delays.

**Disqualification:** Any proposal not providing the required information, or not conforming to the format specified herein, may be disqualified on that basis. Proposals must: (i) demonstrate an understanding of the scope of services requested under this RFP; (ii) demonstrate the ability to provide the E-Rate services set forth in this RFP and any subsequent contract the parties may enter into; and (iii) include all necessary and relevant information that will enable the EAA to thoroughly evaluate each Proposer's overall experience, expertise, qualifications and ability to deliver E-Rate services in accordance with the requirements and obligations of this RFP and any subsequent contract. Each proposal shall also include any other information or explanations that the Proposer deems significant with respect to the EAA making an informed decision relative to their proposal.

**Exceptions:** Any exceptions to the terms and conditions contained in this RFP or the form of any subsequent contract entered into by the parties, or any other special considerations or conditions requested or required by the Proposer **MUST** be specifically enumerated by the Proposer and be submitted as part their proposal, together with an explanation as to the reason such terms and conditions of the RFP or resulting contract cannot be met by, or, in the Proposer's opinion, are not applicable to, the

Proposer. The Proposer shall be required and expected to meet the specifications and requirements as set forth in this RFP and resulting contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Proposer's proposal, and those exceptions or special considerations or conditions are expressly accepted by the EAA. All pricing factors must be clearly indicated in the Proposer's proposal.

**Background Cover Letter:** A cover letter with background information regarding the Proposer must be included, which should serve as an introduction of the Proposer and the services they are able to provide to the EAA, on business letterhead.

**Background and Qualifications:** Background information and qualifications of any and all personnel who will be involved in carrying out and/or performing the services required under this RFP and any subsequent contract, must be provided. Please also provide a description as to the chain of command and/or reporting relationships within your organization. To the extent that an organizational chart is available, please also include this in your proposal.

**References:** Each proposal must include detailed evidence that the Proposer is currently providing similar services for other PK-12 public school districts or educational institutions. The Proposer must provide this information, including contact names, addresses, phone numbers of those individuals at other districts and/or educational entities that have knowledge of your experience. Please also include a description as to the type and scope of services provided to these entities. In addition, a detailed explanation as to the similarity in services performed for other school districts of similar size and scope as the EAA would be helpful.

**Financial Reports:** Documentation of sufficient financial resources and capacity to provide the services requested hereunder. This documentation shall include an audited financial report for the three (3) most recent fiscal years of the Proposer. If unavailable, please clearly state the reason as to the unavailability of said documentation and provide equivalent alternative financial materials upon submission of your proposal.

**Compliance with Laws and Regulations:** Each Proposer must demonstrate their understanding and ability to comply with all regulations, codes, ordinances local, state, and/or federal laws that apply to the requirements and/or obligations contemplated by this RFP and/or resulting contract, which includes, but is not limited to, IDEA, FERPA, the Michigan Revised School Code and any rules and regulations promulgated thereunder.

**Other:** Describe any other resources to be provided by the Proposer, which are not outlined above, which may demonstrate or enhance the Proposer's ability to carry out the services required under this RFP and any subsequent contract the EAA and the Proposer may enter into.

**Litigation and Regulatory Proceedings:** List all litigation or regulatory proceedings the Proposer may have been a party to, and/or involved in, during the past five (5) years, within the state of Michigan, or within those state(s) where 85% or more of the Proposer's contracts are performed. Please only provide information as to litigation and regulatory proceedings that may have involved contract disputes and/or negligence actions involving: (i) school districts in which the Proposer has been a service provider; (ii) issues as to supplies, equipment or services similar to those requested in this RFP; (iii) noncompliance of the Proposer's reporting or documentation requirements, alleged poor working conditions of the Proposer and/or unlawful employment practices under the Occupational Safety and Health Act, Title VII or other applicable state and federal laws; or (iv) any suits whereby an employee of the Proposer was found to have mistreated students in any manner. It is contemplated under this RFP that workers' compensation and unemployment proceedings are not included in this requirement.

**Training:** Fully describe, and provide evidence and scope of, Proposer's formalized in-service training and educational programs for all of its employees.

**Agreement to be Bound:** All Proposers will be required to provide a signed letter setting forth the Proposer's agreement to be bound by the terms and conditions of this RFP.

**Pricing:** Proposers should provide substantiation and an explanation of costs associated with the work being proposed by the Proposer.

## **VI. Selection Criteria**

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP, may be included in the selection process:

**Oral Interviews:** The EAA may require Proposers to participate in an oral interview and negotiation process to discuss their proposal and to answer any questions the EAA may have regarding their proposal. If this is requested, the EAA will notify the Proposer by contacting the individual(s) identified in their proposal. It is anticipated that interviews will be scheduled **during the week of September 22, 2014**. If selected to participate in an oral interview, the Proposer(s) should be prepared to make a presentation to the selection committee for no more than twenty (20) minutes.

## VII. Instructions to Proposers

### Proposal Schedule:

#### The EAA's anticipated timeline for its selection process is:

Issuance of this RFP	September 4, 2014
Deadline for written Intent to Respond	5 p.m. — September 10, 2014
Deadline for written Requests for Clarifications	5 p.m. — September 10, 2014
<b>DUE DATE FOR PROPOSALS</b>	1 p.m. — September 17, 2014
Proposer interviews and presentations to the EAA's selection committee	Week of September 22, 2014

**PLEASE NOTE:** The EAA reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest. During the period from your organization's receipt of this RFP, and until a contract is awarded, your organization shall not contact any employee of the EAA for additional information, except in writing (including e-mail), directed to the Procurement Contact listed on the cover page of this document, at Education Achievement Authority of Michigan, 300 River Place, Suite 3600, Detroit, MI 48207. Your organization assumes the risk of any delay in the mail. Whether sent by mail or by means of personal delivery, your organization assumes responsibility for having your proposal deposited on time.

**Questions:** Questions for the purpose of clarifying this RFP must be submitted in writing and must be received no later than 5:00 PM Eastern on September 10, 2014. Questions must be emailed to [jglavin@eaaofmichigan.org](mailto:jglavin@eaaofmichigan.org). Answers to questions received will be posted as an Addendum to this RFP.

## VIII. Contractual Obligations

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The EAA will pursue negotiations with the highest scoring proposer(s). If, for some reason, the EAA and the highest scoring proposer(s) fail to agree to a contract, then the EAA may commence contract negotiations with other Proposers. The EAA may decide, at any time, to start the RFP process again.

**Insurance Certificates:** An Insurance Certificate evidencing all insurance coverage required, as outlined herein, will be required.

**Services:** The Proposer shall agree to perform all of the services contemplated by this RFP and any subsequent contract that the parties may enter into.

**Personnel/Staffing Levels:** Throughout the initial term, and any renewal term(s) which may be exercised under a resulting contract, the Proposer shall provide all of its

personnel (including management, supervision, related administrative personnel necessary for the provision of services) with any and all requisite training. The Proposer shall also recruit, ensure that background checks are performed, employ, compensate, and supervise all staff provided to the EAA.

**Fingerprinting and Background Checks:** The Proposer and all of its employees and agents providing services to the EAA shall meet the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g.

**Hold Harmless/Indemnification:** The Proposer shall indemnify, defend and hold the EAA harmless pursuant to the terms and conditions of any subsequent contract the parties may enter into.

**Compliance with Laws:** The Proposer shall comply, and ensure that their employees and agents performing services for the EAA comply, with any and all federal, state and local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the services anticipated in this RFP and any subsequent contract. The Proposer, including their employees and agents, shall be required to acknowledge the EAA's policies and procedures concerning appropriate behavior of persons in its facilities and, on its properties, including for example, policies related to sexual harassment, EEO and workplace conduct, and shall comply with all such policies and procedures. Additionally, all services must be provided in compliance with IDEA and FERPA. The Proposer shall be responsible and liable for the safety, injury and health of its personnel/employees while its personnel/employees are performing services for the EAA.

## IX. RFP Rubric

<b>Proposer</b>	<b>Total Score:</b>
	_____/100

Section	1-Below	2-Partially Meets	3-Meets	4-Exceeds
Total Price & Cost Effectiveness of Eligible Items	Fails to provide cost information and/or cost information is unclear and lacks alignment with the organization's proposed services.	Provides some cost information; however, the presentation may be disorganized or lack detail and alignment to the services requested through the RFP.	Provides adequate cost information, including a breakdown of the proposed services aligned to the RFP.	Provides clear and sufficient cost information aligned to the proposed services, showing justifications for all costs.
Meeting Overall Project Requirements	Provides insufficient evidence of the organization's ability to satisfactorily meet project requirements.	Provides some evidence to suggest the organization's ability to satisfactorily meet project requirements.	Provides a well written explanation of the organization's ability to satisfactorily meet project requirements.	Offers an exceptionally clear, comprehensive, and compelling description of the organization's services to meet the overall project requirements.
Proposer's Experience & Demonstrated Support	Provides insufficient information regarding the organization's ability to satisfactorily provide the services and support.	Provides some information to describe the organization's ability to satisfactorily provide the services and support.	Provides sufficient information to describe the organization's ability to satisfactorily provide the services and proposed plans for support.	Fully describes the organization's experience and ability to satisfactorily provide the services and proposed plans for support.
Total Price & Cost Effectiveness of NON - Eligible Items	Fails to provide cost information and/or cost information is unclear and lacks alignment with the organization's proposed services.	Provides some cost information; however, the presentation may be disorganized or lack detail and alignment to the services requested through the RFP.	Provides adequate cost information, including a breakdown of the proposed services aligned to the RFP.	Provides clear and sufficient cost information aligned to the proposed services, showing justifications for all costs.
Proposer's Demonstrated Ability to work with E-Rate	Provides insufficient evidence of the organization's ability to work with E-Rate.	Provides some evidence to suggest the organization's ability to work with E-Rate.	Provides sufficient evidence to validate the organization's demonstrated ability to work with E-Rate.	Provides ample demonstrated evidence of the organization's ability to satisfactorily work with E-Rate.
Quality, Clarity & Completeness of Proposer's Technical Proposal	RFP response lacks completeness and quality and clarity is insufficient.	RFP response has some completeness and quality and clarity is good.	Provides sufficient completeness and quality and clarity.	Offers an exceptionally complete RFP response, quality and clarity is exceptional.

<b>Section</b>	<b>Score</b>	<b>Weighting</b>	<b>Total Points</b>
Total Price & Cost Effectiveness of Eligible Items		X7.5	_____/30
Meeting Overall Project Requirements		X5	_____/20
Proposer's Experience & Demonstrated Support		X5	_____/20
Total Price & Cost Effectiveness of NON - Eligible Items		X2.5	_____/10
Proposer's Demonstrated Ability to work with E-Rate		X2.5	_____/10
Quality, Clarity & Completeness of Proposer's Technical Proposal		X2.5	_____/10
<b>Total Score:</b>			<b>_____/ 100</b>

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS**

**FOR**

**E-RATE SERVICES**

**ATTACHMENTS**

**Attachment A** — Familial Disclosure Affidavit

**Attachment B** — Pricing

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ATTACHMENT A – Familial Disclosure Affidavit

**Familial Disclosure Affidavit**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Proposer"), pursuant to the familial disclosure requirement provided in the Education Achievement Authority of Michigan's (the "EAA") Request for Proposal – E-Rate Services, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Proposer, and any member of the Board of Directors of the EAA, Chancellor of the EAA, or any other EAA employee.

List any Familial Relationships:

\_\_\_\_\_  
Proposer

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_ day of September, 2014

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, State of Michigan  
My commission expires: \_\_\_\_\_

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ATTACHMENT B – Pricing

**Pricing**

<b>SERVICES</b>	<b>PER HOUR</b>	<b>TOTAL CONTRACT NOT TO EXCEED</b>
Provide Professional Services: E-Rate Services		