



**SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL
DISTRICT OF THE CITY OF ST. LOUIS**

HIGH SPEED INTERNET ACCESS

RFP #: 027-1617

DATE OF ISSUANCE: December 21, 2016

QUESTIONS DUE: January 4, 2017, 4:00PM CST

FINAL QUESTIONS DUE: January 9, 2017, 4:00PM CST

BID DUE DATE: January 19, 2017 at 11:30AM CST

SUBMIT TO: Purchasing Office of the St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, Missouri 63101

Number of copies required: **(6) marked “Copies”, (1) marked “Original”, and (2) copies on Portable Thumb drive.** It is recommended that each original and copy have tabs corresponding to the required sections listed in this RFP, as appropriate. **Original and copies are to be submitted in 3-ring binders or binding of some fashion.**

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Section 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED PROPOSALS

INTRODUCTION:

The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (the “District”) wishes to contract with a firm *to expand the bandwidth capabilities within a manageable, efficient and scalable Internet connection to the administrative center at 801 N. 11th Street in St. Louis, MO.*

NOTICE TO VENDORS:

Copies of this RFP #027-1617 for the **HIGH SPEED INTERNET ACCESS** (this “RFP”) may be obtained from the District’s website at www.slps.org under “Site Shortcuts”, “Purchasing / RFPs”, or from the Purchasing Department, St. Louis Public Schools, 801 North 11th Street, St. Louis, MO 63101.

The District reserves the right to accept or reject any or all Proposals (as hereinafter defined) and to waive any irregularities. The District also reserves the right to negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated, at the District’s sole option, into the contract **HIGH SPEED INTERNET ACCESS** to be entered into between the District and the successful Vendor (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

Section 2. TENTATIVE RFP TIMELINE

Date of Issuance	December 21, 2016
Final Questions Due	January 9, 2017, 4:00 PM CST
Proposals Due in Purchasing Department	January 19, 2017, 11:30 AM CST

The District reserves the right to modify the above RFP Timeline as needed by posting the change as an addendum to this RFP on the District website.

Section 3. INSTRUCTIONS TO VENDORS/GENERAL INFORMATION

- 3.1 Form of Submissions.** Each person or entity submitting a response to this RFP (each “Vendor”) should prepare and submit their proposal in response to this RFP (“Proposal”) in a sealed envelope or box. **The Proposal shall include (1) original, (6) copies and (1) electronic Proposal on Portable Thumb Drive.** The upper left hand corner of the package (envelope or box) shall be plainly marked as **RFP #027-1617, HIGH SPEED INTERNET ACCESS**, along with the firm name and the package shall be addressed to:

**Purchasing Office of the St. Louis Public Schools
Second Floor – Cashier’s Window
801 North 11th Street
St. Louis, MO 63101**

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before **January 19, 2017 at 11:30AM CST**. Each Proposal will be date and time stamped upon receipt at the Cashier’s Window. Proposals received after that date and time will not be considered and will remain unopened. Proposals must be filled out as requested including all required signatures and pertinent information. Failure to do so is reason for rejection of the Proposal. If Vendor is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation of such entity, and, if a foreign entity, proof of registration to transact business in the state of Missouri. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign his or her name on the Proposal.
- 3.3 Format of Proposal** - Each Proposal must include the information required in Section 5. Each required response listed in Section 5 shall be included as a required document with Attachment B.
- 3.4 Questions About this RFP** - All questions regarding this RFP shall be made electronically via e-mail in writing and directed to at **Terrance P. Bullock, PMP, terrance.bullock@slps.org**. The subject of the e-mail shall be “QUESTION - RFP #027-1617”. Failure to provide the correct RFP number in the email will deem the question unanswerable and will not be considered as part of any addenda. Any questions submitted after the dates and times listed in Section 2 above shall not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted **written** questions will be posted on the District’s website at www.SLPS.org as addenda no later than three (3) business days prior to the Proposal Due Date.
- 3.5 Addenda** - The District may revise this RFP by issuing written addenda. Addenda will be posted to the District’s website at www.SLPS.org under “Site Shortcuts”, “Purchasing

/ RFPs”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this RFP. Vendors are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Vendors beyond the posting of addenda on its website.

- 3.6 Awards** – All Proposal selections must be approved by the Special Administrative Board prior to an award being final. Awards will be made to the responsible Vendor complying with the terms of these specifications, except that the right is reserved by the District to make such selection, as in its judgment, is best suited for the purpose intended. Notwithstanding anything contained herein to the contrary, a contract shall not exist between the District and the selected Vendor until: **A) such agreement has been duly authorized and approved by the Special Administrative Board; and B) the agreement has been documented in accordance with Missouri Revised Statutes Section 432.070. After approval by the Special Administrative Board, all awards will be posted on the District website. A contract awarded pursuant to this RFP may not be assigned to any other entity without the express written authorization of an authorized agent of the District.**
- 3.7 Rejection of Proposals** – The District reserves the right to accept or reject any Proposal or any part of any Proposal.
- 3.8 Submitted Proposals Considered Final** – All Proposals shall be deemed final, conclusive and irrevocable, and no Proposal shall be subject to correction or amendment for any error or miscalculation.
- 3.9 Form of Contract** – Each successful Vendor shall be required to enter a contract in the form prescribed by the District. Templates of certain form contracts may be examined at the Department of Purchasing, 801 North 11th Street, St. Louis, MO 63101 or may be found on the District’s website at www.SLPS.org under “Site Shortcuts”, “Purchasing / RFPs”, “Contract Templates”. See Attachment G for the contract template to be used with the successful vendor. The District reserves the right to revise such templates or present a contract not contained within the template forms on the District’s website, in its sole and absolute discretion, to fit the unique situation presented by this RFP.
- 3.10 Preference for Missouri Products** – The District prefers to purchase those materials, products and supplies, which are produced, manufactured, compounded, made or grown, within the State of Missouri. When they are found in marketable quantities in the State of Missouri, and are of a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts.

- 3.11 Bond (Not Applicable)** – A Bid Bond or Certified Check made payable to the school district, in the amount of 5% of the Base Bid shall accompany the following Bid Packages as a guarantee that the Vendor, if awarded the Contract, will furnish a 100% Performance and Payment Bond; execute the Contract; and proceed with the work. Upon failure to do so, he shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Vendor shall excuse the Vendor or entitle him to a return of the deposit or Bid Bond. The bonds must be written by a Corporate Surety Company that is acceptable to the District and that meets the following minimum standards:
- a. Licensed pursuant to the Missouri Insurance Code
 - b. Listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept. Circular 570) in the amount of \$5,000,000.
 - c. The Bid Bond shall be valid for one hundred twenty (120) days following the deadline for submission of proposals.
 - d. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact.
 - e. All bonds must be written by an insurance company that is rated in the A.M. Best key Rating Guide – Property & Casualty with a policy holder’s rating of “A-“ or better and a Financial size category of Class VII or larger.
- 3.12 Prevailing Wage (if applicable)** - Vendor and their subcontractors shall be required to submit weekly payroll sheets with their monthly invoices, compliance to the Prevailing Wage Standard, as well as an Affidavit of Compliance with Prevailing Wage Law at the conclusion of the project, prior to final payment
- 3.13 Taxes** – Vendors shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, and/or STATE RETAIL TAX in the Proposal, as these taxes does not apply to the District.
- 3.14 War Clause** – In the event that during the existence of a state of war, the United States Government takes over the plant of any manufacturer with whom the contractor has thereto fore contracted to furnish the articles required under his contract with the District, or any essential element thereof, and because of such action of the government, the contractor may furnish and deliver the articles required under the contract.
- 3.15 Purchasing Card (“P Card”)** – The St. Louis Public School District is now processing vendor payments through a Purchasing Card (“P Card”) Program with MasterCard. The “P Card” Program is a more simplified, efficient and cost effective method of remitting payments for approved expenditures. This payment program provides a faster payment to the vendor without the cost of check processing. For purchases of goods and materials, the “P Card” is the SLPS preferred method of payment and the District reserves the right to make usage of the “P Card” a requirement. Acceptance of the “P

Card” is one of the evaluation criteria that may be used in the review of vendor responses to this RFP (See Section 6.2).

- 3.16 Compensation** – Vendors are cautioned that items and/or services must be furnished at the price submitted. No increase in price will be permitted during the term of the contract.
- 3.17 Grievances** - Any complaints or grievances concerning or arising out of this RFP shall be submitted in writing to Purchasing Office of the St. Louis Public Schools, 801 North 11th Street, St. Louis, MO, 63101, with a copy to Office of the General Counsel, c/o the Superintendent of Schools, 801 North 11th Street, St. Louis, MO 63101.

Section 4. QUESTIONS

- 4.1** Interested persons or entities may submit **questions in writing** pursuant to the process set forth in Section 3.4 above. Answers to the questions will be posted on the website as an addendum to the RFP pursuant to Section 3.4.
- 4.2** No communication shall be made with any District employee, other than Terrance Bullock, PMP, regarding this RFP. Violation of this provision may result in the rejection of Proposal.

Section 5. THE PROPOSAL

- 5.1** The Scope of Services for this RFP is set forth in Attachment A.
- 5.2 Part I – Qualifications/Certifications/Resume and Operations Plan**
The following information must be provided in Part I of the Proposal. The documents should be clearly marked: “Part I – Qualifications”
- 5.2.1** Vendors should provide detailed information addressing each of the following areas:
- 5.2.1.1** Licensing and certification in the field of the requested services;
- 5.2.1.2** Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services which is pending or has been resolved within the past 12 months;

5.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past 12 months.

5.2.1.4 Failure to be forthright in disclosure shall be grounds for disqualification of a vendor. This section shall not be interpreted to require the disclosure of information shielded from disclosure by State or Federal Statutes and/or court order.

5.2.2 Please respond briefly, but completely, to the following:

5.2.2.1 Person/Entity Name

5.2.2.2 Address

5.2.2.3 Name and Title of Authorized Representative

5.2.2.4 Telephone Number

5.2.2.5 Fax Number

5.2.2.6 Email Address

5.2.2.7 Include the above information for each person/entity that is part of the project team for this Proposal

5.2.3 Bid Response Elements

5.2.3.1 Entity Qualifications

5.2.3.2 References (other school districts where possible)

5.2.3.3 Brief description of entity's experience with providing the requested services

5.2.3.4 Copies of Licenses and Certifications (including, but not limited to, license to conduct business in the City of St. Louis, Missouri)

5.2.3.5 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each member of the project team for this Proposal.

5.3 Part II – Cost/Pricing Proposal

The following information must be provided in Part II of the Proposal. The Proposal should be clearly marked: "Part II – Cost/Pricing Proposal"

5.3.1 Attachment B – Cost/Pricing Proposal must be used as the first page for this Part II.

5.3.2 Outline specifically the cost/pricing proposal for the fees and reimbursable expenses proposed. This proposal should include the method of pricing as well as the proposed fees/costs.

5.3.3 The Cost/Pricing proposal should be specific, and the detail of the cost/pricing should give the District a clear picture of overall costs as well as pricing criteria.

5.4 Part III –Required Documents

The following information must be provided in Part III of the Proposal. The Proposal should be clearly marked: “Part III – Required Documents”

- 5.4.1 Attachment C - Federal Work Authorization Program Addendum and Affidavit
- 5.4.2 Attachment D - Vendor Affirmation Form
- 5.4.3 Attachment E - Vendor Checklist
- 5.4.4 Attachment G – Contract Template - Each Vendor is required to include, as part of the documents submitted with its Proposal, the actual contract the Vendor is proposing to enter into with SLPS that sets forth, in detail, the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in the Vendor’s Proposal. Attached to this RFP is the SLPS contract form (See Attachment G) that must be used by each Vendor. Each Vendor must mark-up the SLPS contract form to include the scope, terms, conditions, specifications, pricing and performance standards and guarantees contained in its proposal. The Vendor must submit in Microsoft Word documents, both clean and marked copies of its proposed revised SLPS contract form. The marked copy must show all changes the Vendor proposes to make to the SLPS contract form. All information included in a Proposal may be incorporated, at the SLPS’s sole option, into the contract to be entered into between SLPS and the successful Vendor.

Section 6. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

- 6.1 Evaluation Criteria** - The following criteria will be used with the weighted values below to evaluate each Proposal received. The District reserves the right to request clarification to the Proposal in order to evaluate all proposals.

Evaluation Criteria	Points
Total Price and Cost Effectiveness of Eligible Items	40
Meeting Overall Requirements	20
Vendor’s Experience and Demonstrated Support	20
Vendor’s Ability to work with E-Rate	10
M/WBE Participation	10
Total Points Possible	100

- 6.2 Bid Opening** – All Proposals received on or before the Proposal Due Date and Time shall be assembled and opened publicly promptly at that time in the District Offices located at 801 North 11th Street, St. Louis, MO 63101 in a conference room to be designated. All interested parties are welcome to attend.

- 6.3 Evaluation** – The District will assemble a review committee to assist in evaluating all Proposals (the “Evaluation Team”). From this evaluation, the District may select a Vendor solely on the basis of submittals, or may additionally identify a short list of Vendors for possible interviews. The District may contact any or all respondents to clarify submitted information.

The Evaluation Team will consist of the following individuals:

Title
Deputy Superintendent Technology & Assessment Services
TBA
TBA
TBA
TBA
TBA

- 6.4 Contracting** – Upon selection of a Vendor, the District will negotiate a scope of services and other terms and conditions of an agreement with the selected Vendor. If such negotiations are not successful, the District reserves the right to begin negotiations with other respondents.

Section 7. MINORITY PARTICIPATION

- 7.1** It is the policy of the District to pursue the goal of at least 25% Minority Business Enterprise (MBE) and 5% Women’s Business Enterprise (WBE) utilization in the provision of goods and services to the District while at the same time maintaining the quality of goods and services provided to the District through the competitive bidding process. It is the purpose of this policy to allow minority and women’s business enterprises to expand their opportunities and capacities by participating in all District operated programs. The District has developed a plan for participation in projects by minority business. This plan includes the following elements:

- 7.1.1 Outreach** – A commitment to make every effort to inform contractors of pending contract opportunities through advertisements, workshops, brochures, and availability of plans.
- 7.1.2 Good Faith Effort** – A commitment to verify contractor solicitations to ensure that sufficient time and information are available to make a responsible reply.

7.1.3 **Identification and Recruitment** – A commitment to coordinate efforts with the City of St. Louis, Contract Office, in the development of potential minority contractor interest.

7.1.4 **Monitoring and Reporting** – A commitment to measure and report anticipated and actual MBE/WBE participation.

7.2 Discrimination In Employment By the Special Administrative Board

7.2.1 During the performance of the contract, the SELECTED VENDOR agrees as follows:

7.2.1.1 The SELECTED VENDOR will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity. The SELECTED VENDOR will take affirmative action to ensure that all qualified applicants will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.2 The SELECTED VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the SELECTED VENDOR; state that all qualified applications will receive consideration for employment without regard to race age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

7.2.1.3 The SELECTED VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising that labor unions or workers representative of the Vendor's commitment under contracts with the District.

7.2.1.4 The SELECTED VENDOR will maintain and, upon request make available to the District all records and data necessary or useful to the review and monitoring of compliance with the non-discrimination clauses of this contract. In the event the SELECTED VENDOR fails or refuses to make such records available, this contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED VENDOR may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.2.1.5 The SELECTED Vendor's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the SELECTED VENDOR may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

7.3 Minority and Women Owned Business Enterprise Policies

- 7.3.1 It is the policy of the District that minority and women-owned businesses shall have the maximum opportunity to participate in the performance of contracts utilizing District funds. MBE/WBE firms included in the respondent's submittal, either as prime consultants or subcontractors, must be certified by one or more of the following agencies on or before the date of the submission of qualifications:

Missouri Division of Purchasing and Material Management

Online: For MBE's: <http://www.oa.mo.gov/>

For WBE's: <http://www.oa.mo.gov/>

Phone: (573) 715-8130

City of St. Louis: Disadvantaged Business Enterprise Program

Online: <http://www.mwdbe.org/>

Phone: (314) 551-5000

St. Louis Minority Business Council

Online: <http://www.slmhc.org/>

Phone: (314) 241-1143

Section 8. RESERVATIONS / STIPULATIONS

- 8.1** The District reserves the right, at its sole discretion, to A) reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; B) waive minor informalities of a submittal; C) cancel, revise, or extend this solicitation; D) request additional information deemed necessary; and E) extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- 8.2** This RFP does not obligate the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred directly by the Vendor or indirectly through the Vendor's agent, employees, assigns or others, whether related or not to the Vendor.
- 8.3** The District will give preference to firms based in the bi-state St. Louis metropolitan area when other considerations are equal.

8.4 Careful consideration should be given before confidential information is submitted to the District as part of this RFP Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for review purposes. Any and all documents submitted by the respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. The Missouri Sunshine Law provides for public access to information the District possesses. Information submitted to the District that Vendors wish to have treated as proprietary and confidential trade secret information should be identified and labeled “Confidential” or “Proprietary” on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should not be disclosed.

8.5 Vendors acknowledge and agree, by submitting a Proposal, that:

- 8.5.1 Once a Vendor is selected for the engagement, all electronic, written and printed materials developed by such Vendor as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way desired by the District, in its sole and unfettered discretion.
- 8.5.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Vendor will not be allowed to substitute any member of the team listed in the Proposal without prior written approval by the District. The District, in its sole and absolute discretion, reserves the right to accept or reject proposed changes to the team and personnel associated with the team and/or to negotiate the composition of the team.
- 8.5.3 Adherence to the schedule for the work is of critical importance to the District as time is of the essence, and agrees to dedicate the personnel listed in the Proposal to completing the work in accordance with the schedule outlined in this RFP. Vendors further acknowledge that the contract for the engagement may include significant liquidated damages for failure to perform in accordance with such schedule.
- 8.5.4 To having read this RFP in its entirety and agreeing to all terms and conditions set out in this RFP. Vendors also accept the responsibility to review and understand all applicable policies of the District, which may be found on the District’s website www.slps.org under “Shortcuts”, “Board Policies”.
- 8.5.5 The District, and any consultants retained by the District, has the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent’s submission, and authorize the release to the District and/or the District consultants of any and all information sought in such inquiry or investigation.

- 8.5.6 Under penalty of perjury, that to the best of his/her belief: A) the prices in the Proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restriction competition as to any matter relating to such prices with any other Vendor, or any other competitor; B) unless otherwise required by law, the prices in this Proposal have not been knowingly disclosed by the Vendor, and will not be knowingly disclosed by the Vendor, prior to opening, directly or indirectly, to any other Vendor or competitor; and C) no attempt has been made or will be made by the Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restriction competition.
- 8.5.7 It is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to St. Louis, Missouri.
- 8.5.8 No fictitious name of any entity or person has been used in this Proposal, and no unidentified third-party will have an interest in any resulting contract or in the performance of any work under this Proposal.
- 8.5.9 It does not do business as or operate under any fictitious name.
- 8.5.10 It has only presented one Proposal in response to this RFP.
- 8.5.11 The Proposal is made in good faith.
- 8.5.12 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items referenced in this RFP, or to the competency of the service provider to perform under any resulting contract.
- 8.5.13 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 8.5.14 It, its affiliates and subsidiaries, all their respective officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the U.S. General Service Administration Office of Acquisition Policy.
- 8.6** Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or

unintentional, shall be sufficient grounds for the District to remove respondents from competition for selection at any time.

- 8.7** Vendors shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Vendor, any employee, officer, director, or principal of the Vendor or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The District also reserves the right to decide in its sole and absolute discretion whether disqualification of the Vendor and/or cancellation of the award shall result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Vendor based on such an improper communication or relationship, and that Vendor's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of these specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible Vendor complying with the terms of these specifications.
- 8.8** Vendors agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Vendors further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of Missouri.

Section 9. FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”)

Pursuant to Missouri Revised Statute 285.530, all Vendors awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the Vendor must affirm the same through sworn affidavit and provisions of documentation, and sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District. Such agreement and affidavit is included as Attachment C to this RFP.

ATTACHMENT A

RFP # 027-1617 HIGH SPEED INTERNET ACCESS

Scope of Services

This Request for Proposal (“RFP”) has been developed to address the growing present and future Internet Access needs for Saint Louis Public School (SLPS), located in Saint Louis, Missouri.

SLPS currently uses a single dedicated 1Gbps Internet Connection provided by Missouri Alliance. This connection is terminated on a district-owned Cisco Router. Bandwidth requirements are growing rapidly and SLPS is looking for expanded bandwidth capabilities within a manageable, efficient and scalable Internet connection to the administrative center at 801 N. 11th Street in St. Louis, MO. SLPS expects to contract with a single, qualified Internet Service Provider to provide all components of the proposed solution.

The St. Louis Public School District, located in the inner city of St. Louis, Missouri, was established in 1838 and was the first in the nation to offer free, public kindergartens. It opened the first public high school west of the Mississippi (Central) and it was the first to build a high school for African Americans (Sumner). The district offers elementary and secondary education to approximately 23,000 students. The district consists of 46 elementary schools, 10 middle schools, and 15 high schools and 5 alternative sites. St. Louis Public Schools’ demographics have changed dramatically in recent years. The last half-century has seen a decline in the district’s enrollment. In 1967, the district reached its peak enrollment of 115,543. Today, the district serves approximately 23,000 students. Additionally, the rate of poverty has risen among the families who send their students to public schools. Today, more than 92% of the district’s students receive free and reduced lunch. The School District is labeled “Community Eligible” in regards to the Free/Reduced lunch status—all students receive free and reduced breakfast and lunch. In addition, 7,400 students (20%) are defined by the state as homeless. The district now provides special services including special education, homeless services, home tutoring, supplementary services, social services, etc. to more than 23,000 students. Over the last few years, the student population served by the district has decreased by approximately 1.2 percent.

The connection shall provide Internet Access to a single connection in the data center at the Central Office, located at 801 North 11th Street.

This connection shall provide a minimum of 2Gbps bandwidth at startup with the additional option of 5Gbps with a maximum up to 10Gbps. The 2, 5, and 10Gbp option should be outlined on the cost sheet.

Service Provider shall provide all lines, equipment and configuration services to make this a turn-key installation. If the Service Provider proposes hardware, the point of demarcation must be 10Gb Fiber Ethernet interface.

Service Provider to accept SLPS CIDR block.

Service Provider shall provide for primary and secondary external DNS forwarding.

Proposers shall include a detailed Service Level Agreement including escalation path in their response.

Proposers shall comply with E-Rate Requirements as stated below:

E-Rate Requirements

District 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 Federal Communications Commission (“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:** Respondent must assure that its response is in compliance with all current E-Rate program guidelines established by the Federal Communications Commission (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.
- **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.
- **Proposal Binding Period:** Due to the possible extended approval process required by the E-Rate program, Vendor’s response pricing shall remain in effect for a period of at least one year from response.
- **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 2017 Funding Year (July 1, 2017). 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:** Respondents agree 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 District. Responder must also provide the name, title and telephone number for single point of contact for E-Rate questions.
- **SPIN Number:** Respondents 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 ten years. Respondent hereby agrees to retain all books, records, and other documents relative to this contract for ten (10) years after final payment, or until audited by SLD and or District, whichever is sooner. District, 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.

- **Lowest Corresponding Price:** Service Provider acknowledges and agrees to comply with all FCC guidelines regarding the Lowest Corresponding Prices for services provided.

If construction service is a significant component of a given proposal, the following qualifications criteria will apply:

A. CONSTRUCTION PROPOSALS: Respondents for the work under this specification must be recognized suppliers of such equipment or services, and must have personnel with experience, training and skill to provide a practical working system. The personnel proposed by the Respondent to install any equipment proposed under these specifications must have demonstrable extensive experience and training on the specific equipment to be provided. Complete resumes, detailing experience and training, must be submitted for key personnel who will be involved in the construction.

As part of the evaluation process, or during any construction phase, the Respondent may be required to furnish acceptable evidence of manufacturers' training. Refusal or inability to furnish acceptable proof of training or experience shall be grounds for the request for removal of certain personnel from working on this project. Respondent shall, upon the request of SLPS, immediately remove requested personnel from the project, and furnish replacement personnel with the necessary experience or training within a reasonable time, not to exceed one working day.

Ease of upgrades, total potential bandwidth and WAN redundancy will be considered in evaluating proposals.

Each respondent's proposal must include a statement of work (SOW). At a minimum, the SOW must include:

- a) assembly and installation during normal business hours
- b) cutover must occur on a weekend starting Friday evening
- c) detailed site surveys
- d) detailed cutover plan

Installation: SLPS will provide the successful Respondent access to the Admin Facility during normal business hours (7 AM – 6 PM). The Respondent will supply:

- a) All equipment and services as specified in their proposal, including design, project management, and installation, integration, and support material to provide a completely operational system. Assembly and installation will be performed during normal business hours, unless otherwise approved.
- b) A detailed site survey is required for each and every location within this project. The site survey shall be in the form of a deliverable document detailing all requirements. This site survey is required prior to the Respondent starting work at the job site.
- c) Respondent must include the cost to extend the demarc from building entrance to the specified rack in the computer center.

RESPONDENTS SHALL PROVIDE PRICING FOR ANY ADDITIONAL SERVICE & MAINTENANCE CONTRACTS.

Submittals: Within thirty (30) days of notification of award of contract, the Respondent shall provide the following information to SLPS for its review. SLPS reserves the right to request modification, clarification, or amplification of the material submitted, or may request additional information. Final award of contract may be incumbent on Respondent's timely compliance with this requirement and subsequent requests for information. The information provided shall be considered part of the original response and will become part of the contract.

- a) A cutover plan that must indicate and clearly delineate any interruption of services.
- b) Documentation indicating the reliability of the proposed network. Assumptions used regarding third-party and weather induced network failures, manufacturer's data, and documentation of compliance of components shall be provided, as well as calculations used to determine reliability.
- c) Respondent's disaster recovery plans to ensure rapid and accurate restoration of service.
- d) Respondent's recommended procedures for operations and maintenance, including single point of contact for problem resolution and capabilities of 24 hour x 7 day network monitoring system.
- e) A list of all equipment to be provided using a tagging method in accordance with SLPS standards (See Attachment A)

Orientation: Respondents should be aware that the District has contractors that are a part of SLPS team, it is expected that any company that is awarded this bid, will work in a cooperative manner with these and/or any associate that we deem necessary.

Trouble Response and Reporting

- a) All Respondents shall provide the procedures to be utilized for the reporting, tracking, and clearing of problems reported by SLPS for 24 hour x 7 day coverage. SLPS requires a callback on all trouble reports within ten (10) minutes with a technician on site (if required) within two (2) Hours.
- b) If desired, Respondents may also provide callback and on-site response times other than as shown above as part of their proposal, along with associated costs. Respondents must note that proposals will be evaluated on the times detailed above.
- c) All components of installed equipment must be maintained in local inventory to eliminate shipping delays associated with network restoration.
- d) Trouble summary reports logging all trouble calls received, the nature and location of the problem found, and all remedial actions taken and results will be required on a monthly basis.

Downtime and Outage Reports

- a) A report detailing the cause and remedial actions taken associated with any outage or downtime affecting more than 10% of the service associated with a network component, for more than one (1) hour will be provided separately to SLPS. The report will be provided within 24 hours after restoration is completed.
- b) Respondents shall provide a sample of the proposed report format with their proposal for review, and shall detail the method proposed for restitution to SLPS when outages or downtime on circuits, systems or networks provided by the Respondent exceeds one (1) hour.
- c) SLPS representatives shall be notified of network outage or service interruption within thirty (30) minutes of occurrence of the outage. Notification shall be made by pre- arranged method email or telephone numbers provided by SLPS representatives. Immediate notification shall be made on a 24 hour x 7 day basis.
- d) SLPS should be notified of scheduled downtime, due to maintenance or other reasons, at least 72 hours in advance. Respondent must provide a schedule of regularly occurring maintenance that will incur downtime.

IMPLEMENTATION

- a) Respondents shall provide proposed installation and cutover plans, and a schedule for review. After award, Respondent will then provide a more detailed cutover and test plan which identifies dates, personnel involved, contact telephone numbers, and testing procedures. The Respondent will also be required to provide a phased plan for relocation of all existing services to the new network. The plan should address the use of dual service and temporary circuits to insure that no downtime will be experienced, and shall detail plans for the coordinated removal of carrier-supplied equipment at all locations.
- b) Respondent shall provide and pay for all labor, materials, equipment, tools, utilities, and services necessary for the proper installation and testing of the network, including all termination and electronic equipment provided.
- c) Respondent shall coordinate with SLPS to insure that no interference or interruptions of SLPS operations occur.
- d) Respondent shall be familiar with all existing conditions at each facility prior to beginning the installation. Any variation between those conditions noted as actual existing conditions shall be brought to SLPS attention prior to beginning work.
- e) Respondent shall assume responsibility for the protection of all finished construction and shall repair and restore any and all damage caused to the building and/or site by any action of Respondent in the progress of the work.
- f) Proposals for equipment and services shall be inclusive of all costs for management, labor, materials, equipment/tools, supplies, incidentals, services, etc. necessary for the proper design and installation of proposed systems.

- g) The selected contractor shall obtain and pay all fees and secure all permits, licenses, right-of-ways, bonds and all applicable code to complete the work in a workman-like manner.

Grounding

- A. Any equipment provided and installed on SLPS facilities must be properly grounded. Equipment chassis grounds shall be single point grounded to an approved building electrical service entry ground or other suitable ground point. Equipment safety grounds shall be made using traditional electrical industry practices. The Respondent shall provide properly sized ground lugs, bolts, grounding conductors and all grounding requirements.
- B. All grounding shall meet the letter and intent of current NEC requirements.
- C. Neither the approval of equipment and circuit lists, nor approved shop drawings or network diagrams, shall relieve Respondent from responsibility for providing a complete and working connection, or the omission of any vital accessory, particularly safety devices.

System Acceptance

- a) Acceptance of the connection shall be based on the quality of Respondent performance by inspection of the documentation and periodic traffic study and analysis, by circuit testing documentation, and by the conformance of the system operation with the network performance criteria as contained herein.
- b) Respondent shall provide copies of all circuit test results prior to cutover of service, and shall be capable of demonstrating and documenting individual circuit performance prior to placing the circuit into service.

ATTACHMENT B
RFP #027-1617 HIGH SPEED INTERNET ACCESS
COST / PRICING PROPOSAL

1. The following describes our cost/pricing proposal to provide services specified in Attachment A – Scope of Services of the RFP 027-1617, HIGH SPEED INTERNET ACCESS, dated December 21, 2016.

Complete Attachment H and attach to this Attachment B.

2. Brief Explanation of the Services to be provided under the above cost/pricing proposal.

3. Mandatory Proposal – 2Gbps
Elements of Cost / Pricing

	Cost
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>

Total \$

4. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.

<hr/>	<hr/>
Signature of Authorized Official	Date

Company Name

ATTACHMENT C

AGREEMENT

[Name of Vendor]:

a) Agrees to have an authorized person execute the “Federal Work Authorization Program Affidavit” attached hereto and deliver the same to The Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) (“District”) prior to or contemporaneously with the execution of a contract with the District;

b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____

(Signature)

Printed Name and Title: _____

For and on behalf of: _____

(Company Name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

STATE OF MISSOURI)

) ss.

COUNTY OF _____)

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for such County and State, personally appeared _____ of _____, known to me to be the person who executed the affidavit on behalf of said _____ and acknowledged to me that he or she executed the same for the purposes therein stated. Subscribed and affirmed before me this ____ day of _____, 20__.

Notary Public

My commission expires on: _____

ATTACHMENT D

VENDOR AFFIRMATION FORM

HIGH SPEED INTERNET ACCESS

RFP #: **027-1617**

NAME OF VENDOR: _____

After careful consideration of the solicitation document in its entirety, Request for Proposal for RFP #027-1617, **HIGH SPEED INTERNET ACCESS**, and any addendum(s) issued, the undersigned proposes to satisfy all requirements in accordance with said documents.

The Vendor's Checklist in Attachment E of the RFP has been complied with, is completed, and is enclosed with this Proposal.

For consideration of this proposal, the undersigned hereby affirms that (1) he/she is a duly authorized official of the company, (2) that the offer is being submitted on behalf of the Vendor in accordance with any terms and conditions set forth in this document and (3) that the company will accept any awards made to it as a result of the offer submitted herein for a minimum of one year following the date of submission.

A current Certificate of Insurance is required as part of your Proposal.

The District shall provide the Vendor with a contract agreement, which will set forth the terms of this agreement. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Missouri.

Nondiscrimination in Employment: We the supplier of goods, materials, equipment or services covered by this proposal or contract have not discriminated in the employment, in any way, against any person or persons, or refused to continue the employment of any person or persons on account of their race, creed, color, or national origin.

Respectfully submitted, Authorized Official: Title _____

Print Name	Signature	Date
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Address

() _____ () _____

Business Telephone Number Facsimile E-Mail Address

The full names and addresses of persons and organizations interested in the foregoing Request For Proposal as principals of the company are as follows:

**ATTACHMENT E
VENDOR CHECKLIST**

HIGH SPEED INTERNET ACCESS

RFP #: 027-1617

- () Submitted all information as requested.
- () Received _____ number of addendum(s).
- () Submitted one (1) original, (6) copies and one (2) electronic Proposal on Portable Thumb Drive.
- () Signed Federal Work Authorization Program Agreement.
- () Signed and notarized Federal Work Authorization Program agreement and affidavit
- () Signed Vendor Affirmation Form (by an authorized official of the company where appropriate).
- () Signed and dated Cost / Pricing Proposal.
- () Clean and Marked Copies of the SLPS Contract Form
- () No conditions or restrictions have been placed by the company on this Proposal that would declare it non-responsive.
- () Current Certificate of Insurance.
- () Submitted a copy all certificates and license including, but not limited to, the license (to conduct business in the City of St. Louis, Missouri).
- () Submitted state tax identification number. _____

Signature of Authorized Official

Date

Company Name

ATTACHMENT F
NON-SUBMITTAL RESPONSE FORM

HIGH SPEED INTERNET ACCESS

RFP #: **027-1617**

NOTE TO VENDOR:

If your company's response is a "non-submittal", the District is very interested in the reason for such response since the District desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

Please indicate your reason for responding with a "non-submittal":

- () Unable to meet the requirements for this project.
- () Unable to meet the time frame established for start and/or completion of the project.
- () Received too late to reply. Received on _____ .
- () Please remove our company's name from receiving similar type solicitations.
- () Other: _____

Your response will be given careful consideration, and included in the contract file. Your input will assist the District in determining changes necessary to increase participation and competition.

Authorized Signature	Title	Date
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Name of Company / Consultant

Company Address

(____) _____	(____) _____
Business Telephone Number	Facsimile

E-Mail Address