

Lenawee/Monroe Technology Consortium Lenawee Intermediate School District (LISD)

REQUEST FOR PROPOSAL

FY 2024-2025

Internet Communications Equipment

ERate Category One

BEN: 17000074

FORM 470 #240007765

PROPOSAL DUE DATE

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY BY:

January 15, 2024

Before 3:00 PM (EST)

SUBMIT EMAIL RESPONSE TO

chris.nelson@lisd.us

Chris Nelson

Director

Lenawee/Monroe Technology Consortium

4107 N. Adrian HWY

Adrian, MI 49221

Phone: (517) 265-1633

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Notice to Responders

NOTICE IS HEREBY GIVEN that the Lenawee/Monroe Technology Consortium (LMTC), acting by and through the Lenawee Intermediate School District (LISD) and its Board of Education, will receive up to, but no later than January 15, 2024, at 3:00 p.m. electronic RFPs from qualified responders for the award of:

FY 2024-2025
Internet Communications Equipment
Erate Category 1
BEN: 17000074
FORM 470 #240007765

Questions

All questions regarding this RFP are due on or before December 29, 2023, at 3:00 p.m. via email to: chris.nelson@lisd.us with the subject line of "**470 #240007765 RFP QUESTIONS**". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be responded to in the form of addenda to this RFP and posted on our website January 3, 2024, at or before 3:00 p.m. It is the responsibility of the prospective Responder to check the website <https://www.lisd.us/our-district/administration/bids> for updates.

Due Date

Proposals are due via email to chris.nelson@lisd.us before 3:00 p.m., January 15, 2023. All bids should be submitted as a PDF file and the time-date stamp of the received email will be used as the submission Date/Time. Sole responsibility rests with the Responder to ensure that their proposal(s) is received on time.

All Responders must conform and be responsive to this RFP, and all other documents required by this RFP must be enclosed. Failure to conform in all respects and provide all requiring documents may result in disqualification of the non-conforming proposal at the discretion of the LMTC.

The RFP will be posted to the LISD website at <https://www.lisd.us/our-district/administration/bids>. Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

The following documentation is required in the RFP Submittal:

1. Address all items in the RFP Scope of Work
2. Address all items in the RFP Proposal Format
3. Signed copies of addendums if applicable
4. Cost Proposal
5. Completed and signed Submittal pages

Purpose

LMTC is seeking proposals for Category 1 Network Equipment necessary for the applicant’s Category 1 network to function. The applicant is seeking bids for necessary network equipment to light applicant-owned/ or dark fiber.

LMTC reserves the right to retain all the proposals and to use any ideas in a proposal regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the Responder of the conditions contained in this request for RFPs, unless clearly stated and specifically noted in the proposal submitted and in the contract between LISD and the Responder selected.

Compliance with Laws

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations, and codes.

RFP Schedule

| | |
|-------------------|---|
| December 8, 2023 | RFP Released - Posted |
| December 29, 2023 | Question Deadline |
| January 3, 2024 | Questions Responses Posted |
| January 15, 2024 | RFP Closing - RFP Due |
| RFP/Bid opening | Date of closing |
| RFP/Bid Selection | Before 471 filing date (approximately March 2024) |
| Purchase Orders | Contingent on E-RATE Award LISD Approval |

About the Lenawee/Monroe Technology Consortium

The Lenawee/Monroe Technology Consortium (LMTC) administers and provides technology services to 20+ local school districts and two intermediate school districts supporting over 40,000 K-12 students in southeastern Michigan’s Lenawee and Monroe counties. The Lenawee Intermediate School District (LISD) serves as fiscal and administrative agent for the Consortium.

Contact Information: Chris Nelson, Director
 LMTC
 4107 N. Adrian Highway
 Adrian, Michigan 49221
 517-265-1633
 Chris.Nelson@lisd.us

The LISD is a Michigan public school district organized and operating under Michigan’s Revised School Code. As such, the LISD is subject to the requirements of Michigan’s Freedom of Information Act, which generally requires the disclosure of bid documents after the deadline for responses has passed.

Scope of Work

According to the FY2024 Draft Eligible Services List Category 1 description, “Eligible costs include... software, modulating electronics and other equipment necessary to make a Category One wired or wireless broadband service functional (“Network Equipment”),... including costs for software needed for the operation of or maintenance of Network Equipment. Network Equipment and maintenance and operation costs for existing networks are eligible.”

LMTC is seeking proposals for Category 1 Network Equipment necessary for the applicant’s Category 1 network to function. The applicant is seeking bids for necessary network equipment to light applicant-owned/ or dark fiber. Pricing information, as well as manufacturer and model, should be included in the bid response. Proposals are requested for the makes/models specified or equivalent. Offers containing alternative makes/models are required to submit product specifications and documentation to establish that the equipment is equivalent to the requested solution. Applicant will be the arbiter of whether the proposed solution is functionally and technically equivalent to the requested solution.

Proposals must include all costs associated with providing the requested products/services to the applicant including but not limited to taxes, shipping, etc. When applicable, offerors must include all costs associated with the installation of the equipment and components including, but not limited to, configuration, travel, per diem, shipping, installation, etc.

Proposal pricing must be included on the attached pricing sheet [C1 Network Equipment Bid Response] and be submitted in xls or xlsx format.

Quantities requested are the applicant’s best estimate and may be adjusted as recommended by the offeror. Applicant reserves the right to increase or reduce quantities and buy some, all, or none of the listed equipment.

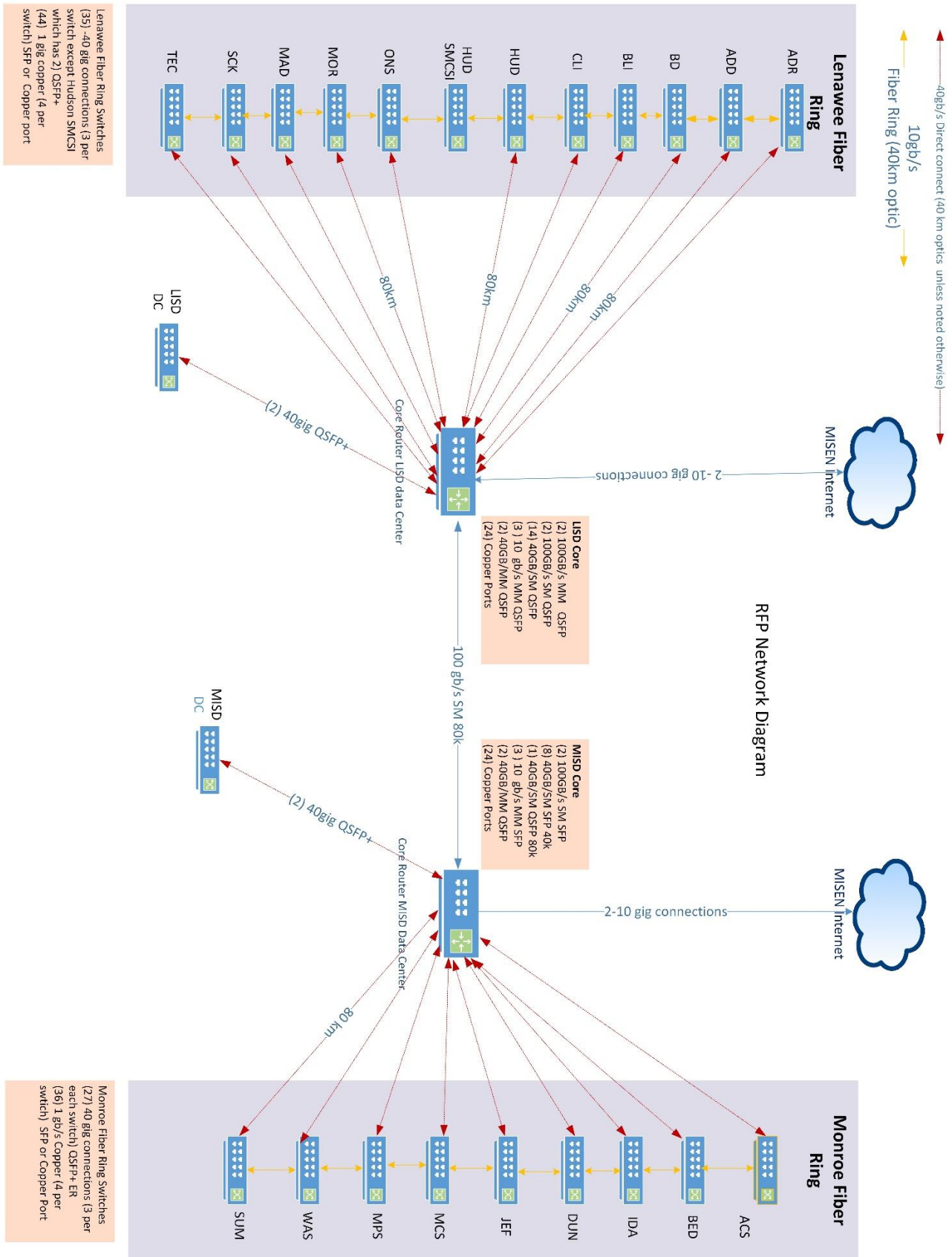
- Proposed service fees for each piece of equipment should:
- be shown as unit pricing with separate line-item charges, and
 - include the E-rate eligibility.

LMTC’s eligible Switch Equipment includes (or equivalent):

| Part Number | Description | Qty. |
|-------------------|--|------|
| C9300X-24Y-E | Cisco Catalyst 9300X - Network Essentials managed - 24 x 1/10/25 | 21 |
| CON-5SNT-C9300XYA | 5YR 8X5XNBD Cisco Smartnet Support | 21 |
| C9300-DNA-L-E-5Y | C9300X-24Y DNA Essentials, 5 Year Term License | 21 |
| C9300X-NM-4C | Catalyst 9300X 4x 100G/40G Network Module | 21 |
| PWR-C1-715WAC-P= | Secondary Power SupplyAC 100-240 V - 715 Watt | 21 |
| C9606R | Cisco Catalyst 9600 Series 6 Slot Chassis | 2 |
| CON-SNTP-C9606R | SNTC-24X7X4 Cisco Catalyst 9600 Series 6 Slot Chassis | 2 |
| C9600-DNA-A-5Y | Cisco Catalyst 9600 DNA Advantage 5 Year License | 2 |
| C9600X-SUP-2 | Cisco Supervisor Engine 2 - control processor | 4 |

| | | |
|-----------------|--|----|
| C9600-LC-24C | Cisco Catalyst 9600 Series 24-Port 40GE/12-Port 100GE | 4 |
| C9600-LC-48YL | Cisco Catalyst 9600 Series 48-Port 25GE/10GE/1GE | 4 |
| C9600-PWR-2KWAC | Cisco Catalyst 9600 Series 2000W AC Power Supply | 4 |
| QSFP-100G-SR1.2 | 100G SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF | 4 |
| QSFP-100G-ZR4-S | 100GBASE QSFP Transceiver, 80KM# reach over SMF, Duplex LC | 4 |
| SFP-10G-SR | 10GBASE-SR SFP+ LC MM | 12 |
| QSFP-40G-SR4 | 40GBase-SR4 QSFP+ MMF Module | 10 |
| QSFP-40G-ER4 | 40GBASE-ER4 QSFP+ SMF 40KM Module LC | 72 |
| QSFP-40G-ZR4 | 40GBASE-ZR4 QSFP+ SMF 80KM Module LC | 10 |
| GLC-TE | Cisco - SFP (mini-GBIC) transceiver module - GigE - 1000Base-T | 80 |
| | 20M LC to LC OM4 MM fiber optic cable | 2 |
| | 2M SC to LC SM fiber cable | 35 |
| | 3M SC to LC SM Fiber Cable | 10 |
| | 2M ST to LC SM fiber cable | 36 |
| | 3M LC to LC MM OM4 fiber cable | 6 |

Network Diagram



Requirements for Switch Equipment

This section defines specifications for Switch Equipment for the LMTC.

1. All plans proposed should include detailed billing.
2. The Start date of this project will be July 1, 2024.
3. Prices to remain firm through Universal Service Administrative Company (“USAC”) Schools and Libraries Division (“SLD”) approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to LMTC and documented with new price sheet sent to LMTC.
4. All equipment/services costs must be new and included and identified separately.
5. The manufacturer must warranty all parts and equipment.
6. A vendor must be a certified reseller of parts and equipment.
7. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.
8. Cisco 9600 Core switches must fully support: BGPv4, BGPv6, VRF, IPV6, OSPF
9. All switch lifecycles with end of sale dates must be specified.
10. Optional features (including online management tools) for each switch bid must be specified.
11. All switches must have a minimum of 5-year support included
12. If possible, OEM and NON-OEM optics should be quoted

Responder Service Provider Information

1. Length of time business has provided sales and support for these goods and services.
2. Responder Service Level Agreement (SLA) for all equipment and services included in your proposal.
3. Provided detailed information included all costs of any options available.
4. Please show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting July 1, 2024.
6. Indicate how charges will be incurred as services are implemented.
7. Responders must include 3 reference sites using your service for 3 years or more. References from a School, Library or ISD in Michigan are preferred.
 - Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment/Service Installed

Responder Service Provider Requirements

The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing a valid SPIN (Service Provider

Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>.

3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>.
4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered nonresponsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.
6. Goods and services provided shall be clearly designated as "E-rate Eligible". Noneligible 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.
7. Within one (1) week of award, the awarded Service Provider must provide LMTC with a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
9. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.


Responder Service Provider Acknowledgements

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the LMTC and a USAC service substitution approval apart from a Global Service Substitution.
2. The Service Provider acknowledges that its offer is the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged more than the lowest corresponding price.

3. This offer is in full compliance with USAC’s Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-servicesadvisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

5. Early Funding Conditions:
 - Category 1
 - There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.
 - Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
 - The Category 1 service must depend on the installation of the infrastructure.
 - The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
 - No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.


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

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/>

- Category 2
 - There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for

category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

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

1. Invoicing

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

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

2. FCC/SLD Auditability

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

3. Procurement of Additional Goods and/or Services/Coterminous Expiration

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

Proposal Format

Except as otherwise stated herein or where forms for requested information do not exist, each proposal shall be submitted on forms supplied by LMTC. Each proposal shall conform and be responsive to the LMTC's specification. Responder shall furnish complete specifications and rates for all goods and services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

All submitted proposals must provide, at a minimum, all requested information in the proposal document. Any portion not included may be cause for elimination from the proposal consideration process. The information should be organized as indicated in the proposal requirements. LMTC/LISD reserves the right to eliminate from further consideration any response/proposal, which is deemed to be substantially or materially unresponsive to the RFP by LMTC.

Except as allowable by law, all information submitted as part of any proposal in response to this RFP is subject to Michigan's Freedom of Information Act ("FOIA") or any other applicable laws.

Proposals shall include the following as a minimum:

1. Responder Service Provider Information
2. Letter of Agreement
3. Cost Proposals
4. Addendums
5. Completed and signed Submittal Pages

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Responders may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the district's technology needs.

Selection

Upon receipt of proposals, the LMTC staff (and any other party that the LMTC deems appropriate) will review each Responder's response to the RFP.

Evaluation Panel

Our evaluation team will include a comprehensive group of experts with knowledge of the scope of the goods and services requested and other criteria relevant to the selection and award process.

Evaluation Criteria

Services Provided Over Third-Party Networks, Dark Fiber, Self-Provisioned Network Construction, & C1 Maintenance

| % Weight | Criteria |
|----------|---|
| 35% | E-rate eligible recurring and one-time circuit costs¹ |
| 15% | Complete bid submission ² |
| 30% | Compatibility with existing network infrastructure ³ |
| 5% | E-rate ineligible recurring or one-time costs ⁴ |
| 15% | Respondent references ⁵ |

Criteria Explanation

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
2. Complete bid submission: Bids concisely address Applicant's requirements, as set forth in the solicitation, and do not contain a significant amount of corporate boilerplate marketing information
3. Compatibility with existing network infrastructure: proposed equipment is easily compatible with the existing equipment used by the Applicant.
4. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
5. Provider references: response included K12 references that were similar in size and scope

The LMTC/LISD reserves the right to reject any or all bids.

Contract

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer. Any response submitted to the LMTC in response to this RFP shall be considered an offer to contract, the acceptance of which by the LMTC/LISD and subsequent execution of a written contract shall create a legally binding contractual relationship. Except as allowable by law, no proposer shall rescind or otherwise fail to honor the terms of its offer.

Depending on the dollar amount if the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed. The LMTC/LISD reserves the right to separate out equipment

The LISD will expect the selected respondent(s) to enter into a separate written contract for the provision of the goods and services described in this RFP, which will be provided by the LISD/LMTC. The Contract will incorporate all requirements, terms, and conditions contained in the RFP.

Terms and Conditions (non-exclusive)

Compliance with Laws

The contract shall be in accordance with the laws in the State of Michigan. All proposals shall comply with the current federal, state, local and other laws relative thereto.

Insurance Requirements & Indemnity

Contractor shall be an independent contractor and not an agent or employee of the LISD/LMTC. Contractor shall be responsible for any damage, loss, or other claim arising out of the provision of the goods and/or performance of its services as described in this RFP.

Prior to the provision of any goods and/or commencement of services and during the life of the Agreement, Contractor shall provide LMTC/LISD with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and such certificate or policy shall name LMTC/LISD as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless LISD/LMTC (and the member school districts of the LMTC), their boards, directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this RFP, any agreement, or imposed by law.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. LISD/LMTC shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold LISD/LMTC harmless from all liability for these taxes.

Criminal History Information Record Checks

Respondents to this RFP understand and acknowledge that the LISD and LMTC member school districts are Michigan public school districts and as such may be required to conduct criminal history information checks on any successful respondent's employees and subcontractors. Respondents agree to comply with any criminal history information check requirements of the LISD and LMTC member school districts, and understands that failure to do so, or unsatisfactory criminal history information check results may result in the termination of any contract between the LISD/LMTC and the respondent.

Failure to comply with these terms or permitting access to LISD or an LMTC member school's property by an employee whose name has not been approved and cleared by the LISD shall constitute grounds for termination of any agreement between the LISD/LMTC and the respondent.

Governing Law and Venue

This RFP and related matters shall be governed by and construed in accordance with the laws of the State of Michigan.

RFP Acceptance or Rejection

This RFP does not commit the LISD/LMTC to award a contract, to pay any cost incurred in the preparation of any proposal(s) in response to this RFP or to enter into any contract for goods, services, or supplies. The LISD/LMTC reserves the right to accept or reject any or all proposals received in response to this RFP, to negotiate terms that will be in the best interest of the LISD/LMTC, or cancel in whole or in part this RFP. All submitted proposals and information included therein shall, except as allowable by law, become public records upon delivery to the LISD/LMTC. All firms submitting a proposal should note that the execution of any contract would be contingent upon LISD Board of Education approval.

Termination of Contracts/Purchase Orders

LISD/LMTC reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide goods and/or services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if LISD does not appropriate funds for the goods and/or services under the purchase order or contract.

Patents, Etc.

The Responder shall hold LISD, the LMTC, and the LMTC member school districts, their boards of education, officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this RFP.

Failure to Fulfill Contract

If any Responder shall fail to deliver any good or service or shall deliver any good or service which does not conform to the specifications of this RFP, LISD/LMTC may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of LISD. Any failure to provide such goods or perform such services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and their sureties. The LISD Board of Education reserves the right to cancel any goods or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the LISD/LMTC, if requested.

Contract Exclusive

Nothing included in this RFP is intended to prohibit the LMTC/LISD from making purchases from another supplier for the same goods and/or services as herein listed.

Conflict of Interest

Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), Public Act 451 of 1976, as amended (MCLA 380.1 et seq.), and LISD Board Policy no contracts shall be entered into between the LISD/LMTC, including all agencies and departments thereof, and any LISD/LMTC agent, unless such is expressly authorized by the law and LISD Board Policy and the proper steps have been followed. To avoid any real or perceived conflict of interest, Respondents shall, provide the LMTC/LISD with a signed and notarized familial disclosure affidavit and shall promptly notify the LISD Superintendent in writing of any familial or business relationship that exists between the respondent and the LISD, LMTC, or any member school district of the LMTC.

Mandatory Arbitration

Mandatory Arbitration. Any controversy or claim between or among the Parties, including those arising out of or relating to the provision of any goods or services described in this RFP, shall be determined by arbitration. The arbitration shall be conducted in Lenawee County, Michigan, in accordance with the United States Arbitration Act (Title 9, U.S. Code), and under the Commercial Rules of the American Arbitration Association (the "AAA"). The arbitrator(s) shall give effect to all applicable statutes of limitation in determining any claim. The arbitrator shall issue a written arbitration decision revealing the essential findings and conclusions upon which the decision and/or award is based. The arbitrator's decision will be final and binding on the Parties.

Not Debarred, Suspended, or Proposed for Debarment

The selected respondent must not be currently debarred, suspended, or proposed for debarment by any federal entity. Submission of a proposal in response to this RFP represents respondent's acknowledgement that respondent is not debarred, suspended, or proposed for debarment by any federal agency.

E-Rate Participation

LISD is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and any subsequent contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. LISD reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

E-Rate Spin

Each vendor providing services to LMTC as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>

Brands

When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. LMTC shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by LMTC as the standard of quality and utility.

Samples

Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

Delivery

All items shall be delivered in quantities specified in the contract F.O.B., at the points within LMTC as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from LMTC. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the LISD/LMTC may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by LMTC in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or their surety.

LISD/LMTC Required Proposal Forms

All respondents must include the following LISD/LMTC proposal forms:

All forms can be found on the LISD Website at: <https://www.lisd.us/our-district/administration/bids/>

- [FAMILIAL RELATIONSHIP FORM](#)
 - Please include a completed copy of the attached LISD familial disclosure statement. (This form must be completed and notarized even if no familial relationship exists.)
- [AFFIDAVIT OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT](#)
 - Respondents must include a completed copy of the attached LISD Iran Economic Sanctions Act compliance form.
- [SUSPENDED OR DEBARRED VENDOR](#)
 - Respondents must include a completed copy of the attached suspended or debarred vendor form certifying that the respondent is not a federally suspended or debarred vendor.
- [CONFLICT OF INTEREST CERTIFICATION](#)

- Respondents must include a completed copy of the attached conflict of interest form certifying that the respondent does not have a conflict of interest with any LISD Board member, staff member, or agent.
- C1 NETWORKING EQUIPMENT BID RESPONSE SPREADSHEET
 - Proposal Summary Form (Cover Sheet for Bid) Tab
 - Summary form for the bid
 - Comply Exception
 - Any exceptions to the RFP must be documented here
 - Vendor Questionnaire
 - Vendor References must be listed here
 - C1 Equipment Bid Response
 - This tab should be populated with your proposed solution and ALL Category ONE and Category TWO erate discounts populated as to the discount percentage each item is eligible. Alternate proposals can be created by copying the “C1 Equipment Bid Response” tab and creating a “C1 Equipment Bid Response – Alternate (#)” tab for all additional alternate bids submitted.

LISD Standard Terms and Conditions

Except as prohibited by law or superseded by the express terms of this RFP and/or any written contract between the LISD/LMTC and the respondent, any purchase made by the LISD/LMTC under this RFP will, in addition to the terms and conditions contained in this RFP and any subsequent written contract, be subject to the LISD’s standard terms and conditions, which are available at <https://www.lisd.us/our-district/administration/bids/>.

Cost Proposal

This cost proposal sheet should be used for vendors to reference what is requested to be entered into the required spreadsheet and quickly provide pricing for the base bid. We also will be evaluating all alternative bids. This includes, but is not limited to; different manufacturers hardware, different designs, Non-OEM optics and cables, etc.

| Switch Equipment - Total Project | | | | |
|----------------------------------|-----|--|----------------------|---------------|
| Part Number | Qty | Description | Unit Price | Extended Cost |
| C9300X-24Y-E | 21 | Cisco Catalyst 9300X - Network Essentials managed - 24 x 1/10/25 | | |
| CON-5SNT-C9300XYA | 21 | 5YR 8X5XNBD Cisco Smartnet Support | | |
| C9300-DNA-L-E-5Y | 21 | C9300X-24Y DNA Essentials, 5 Year Term License | | |
| C9300X-NM-4C | 21 | Catalyst 9300X 4x 100G/40G Network Module | | |
| PWR-C1-715WAC-P= | 21 | Secondary Power SupplyAC 100-240 V - 715 Watt | | |
| C9606R | 2 | Cisco Catalyst 9600 Series 6 Slot Chassis | | |
| CON-SNTP-C9606R | 2 | SNTP-24X7X4 Cisco Catalyst 9600 Series 6 Slot Chassis | | |
| C9600-DNA-A-5Y | 2 | Cisco Catalyst 9600 DNA Advantage 5 Year License | | |
| C9600X-SUP-2 | 4 | Cisco Supervisor Engine 2 - control processor | | |
| C9600-LC-24C | 4 | Cisco Catalyst 9600 Series 24-Port 40GE/12-Port 100GE | | |
| C9600-LC-48YL | 4 | Cisco Catalyst 9600 Series 48-Port 25GE/10GE/1GE | | |
| C9600-PWR-2KWAC | 4 | Cisco Catalyst 9600 Series 2000W AC Power Supply | | |
| | 4 | 100G SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF | | |
| | 4 | 100GBASE QSFP Transceiver, 80KM# reach over SMF, Duplex LC | | |
| | 12 | 10GBASE-SR SFP+ LC MM | | |
| | 28 | 40GBase-SR4 QSFP+ MMF Module | | |
| | 72 | 40GBASE-ER4 QSFP+ SMF 40KM Module LC | | |
| | | | Products | |
| | | | Shipping | |
| | | | Configuration | |
| | | | GRAND TOTAL | |