



# GOODWATER MONTESSORI

## *Public Charter School*

### INTERNET ACCESS

### Goodwater Montessori School

#### EVENT CALENDAR

DESCRIPTION	DATE AND TIME	PLACE
RELEASE RFP	NOVEMBER 9, 2023	EPC PORTAL
QUESTIONS AND ANSWERS	Opens NOVEMBER 10, 2023, 4:00 PM (CST)	EMAIL: Kristi Hayes at Kristi@ecserate.org
QUESTIONS AND ANSWERS	Closes NOVEMBER 28, 2023, 4:00 PM (CST)	EMAIL: Kristi Hayes at Kristi@ecserate.org
PROPOSAL SUBMISSION DEADLINE	DECEMBER 11, 2023, 2:00 P.M. CST (Tuesday)	Proposals should be uploaded to the following ShareFile link: <a href="#">GOODWATER C1 RFP Uploads.</a>

GOODWATER MONTESSORI SCHOOL reserves the right to reject any proposals and to waive any formability defect or clerical error in any Bid Proposal Package, as in the interest of the GOODWATER MONTESSORI SCHOOL.

**E-Rate Proposal for  
Internet Access Services**

**NOTICE TO BIDDERS**

Goodwater Montessori School is seeking proposals for Internet Access. Goodwater Montessori School is a public charter school located at 710 Stadium Drive, Georgetown, Texas 78626. They currently have 300 Mbps and are seeking a dedicated symmetrical fiber-connected service. They are requesting pricing for speeds of 100,300,500 Mbps and 1 GIG.

Proposals must be received no later than:

**Monday, DECEMBER 11, 2023, at 2:00 PM**

**Internet Access**

**RFP Number: Goodwater Montessori School 2024-2025**

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## A. GENERAL TERMS AND CONDITIONS

TERMS	DEFINITION
<b>ADDENDUM</b>	A Document or information attached or added to clarify, modify, or support the information in the REQUEST FOR PROPOSAL. All Addendums will be uploaded to the E-Rate Portal (EPC) and on the electronic bidding site if required.
<b>ADMINISTRATIVE REVIEW</b>	GOODWATER MONTESSORI SCHOOL's final review by the administrative authority to accept or reject a bid that complies or does not comply fully with the Request for Proposal (RFP). Bids may be disqualified for reasons outlined in the RFP.
<b>AGREEMENT</b>	A contract that has been agreed upon and signed by GOODWATER MONTESSORI SCHOOL. Sometimes, the agreement will be a letter of award, purchase order, or other legally binding agreement, pending final signatures.
<b>ASSIGNMENT OF CONTRACT OR PURCHASE ORDER</b>	The bidder(s) shall not assign or transfer by law or otherwise any rights, burdens, duties, or obligations without the prior written consent of GOODWATER MONTESSORI SCHOOL. This includes corporate takeovers, buyouts, or mergers.
<b>BEST AND FINAL OFFER</b>	GOODWATER MONTESSORI SCHOOL reserves the right to conduct a BAFO with one or more Proposers determined by the evaluation committee to be reasonably qualified to be selected for award. If conducted, the Vendor(s) selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may assist GOODWATER MONTESSORI SCHOOL in clarifying the scope of work or obtaining the most cost-effective pricing from the Proposers. The evaluation criteria for a BAFO will be the same as used in the initial scoring rubric.
<b>BID</b>	The Vendor's Response to the Request for Proposals.
<b>CONFLICT OF INTEREST</b>	A Conflict of Interest shall exist when a Vendor or any affiliated person or business entity provides goods or services under a Contract Award whereby one or more personal, business, or financial interests or relationships exist which would cause a reasonable individual with knowledge of the relevant facts to question the integrity or impartiality of those who are or will be acting on behalf of GOODWATER MONTESSORI SCHOOL.
<b>CONTRACT AWARD</b>	The acceptance of a Quote, Bid, Proposal, or Offer; a Purchase Order, Contract Agreement, or other formal notification of award issued by an authorized official of GOODWATER MONTESSORI SCHOOL. The term

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	'contract award' refers to formally notifying the vendor that they have been selected as the supplier for a particular contract.
<b>CONTRACT TERM</b>	The terms of a Contract or Agreement will be available for use by GOODWATER MONTESSORI SCHOOL. Voluntary extensions may be available as an option to extend the contract term.
<b>DEFAULT BY CONTRACTOR</b>	GOODWATER MONTESSORI SCHOOL shall hold the bidder(s) responsible for any damage that may be sustained due to failure to comply with any terms or conditions listed in the RFP or resulting contract. It is specifically provided and agreed that time is essential in meeting the contract delivery requirements. If the successful bidder(s) fails to deliver services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, GOODWATER MONTESSORI SCHOOL may, upon written notice to the bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, cancel the contract in whole or in part. GOODWATER MONTESSORI SCHOOL may consider the second winner or re-advertise. If all the original proposers are willing and unable to provide the services, the school will seek a well-qualified good Samaritan Telecommunications Company to accept the agreement under the same terms.
<b>EQUIVALENT</b>	A replacement for a good or service that achieves the same result and has the same functionality as the product or service requested in the RFP. All equivalent goods and services will be considered that meet the definition.
<b>INVOICES AND PAYMENTS</b>	All vendors submitting proposals must agree to invoice GOODWATER MONTESSORI SCHOOL according to their choice of billing: SPI or BEAR. For all SPI invoices, the Funding Request Number (FRN) for each service, the total monthly cost, the discount portion owed by GOODWATER MONTESSORI SCHOOL, and the amount billed to USAC must appear on the invoice.
<b>NOTICE OF INTENT AWARD</b>	A formal, written document issued by an authorized official of GOODWATER MONTESSORI SCHOOL informing a Vendor that a Contract has been awarded to the vendor based on its Solicitation Response. In some cases, the approval of the finance committee, the GOODWATER MONTESSORI SCHOOL board, and or other authorizing bodies must approve the final agreement.
<b>LOWEST CORRESPONDING PRICE (LCP)</b>	Regardless of the company's size or the service category, a service provider must ensure that the LCP is provided to applicants. The applicant is not obligated to ask for it but must receive it. See <a href="#">1996 Universal Service Order</a> , 12 FCC Rcd 87, 383, para. 540.
<b>PRICE</b>	Prices should be typed and shown as instructed on each item's sample price form in the quantity specified in the bid form. GOODWATER MONTESSORI SCHOOL is exempt from all state taxes and should not be included. The price should include any port charges and other items. All additional fees must be

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	<p>fully explained and listed on the sample pricing forms. Additionally, GOODWATER MONTESSORI SCHOOL requires ALL E-Rate ineligible fees to be listed separately (e.g., monitoring, Admin). Errors may be crossed off and corrections made before bid opening only and must be initialed in ink by the person signing the bid or the bidder’s authorized representative. If, during the contract period, there should be a decrease in prices of the items bid (LCP), a corresponding decrease in prices on the balance of the services shall be made to GOODWATER MONTESSORI SCHOOL for as long as the lower prices are in effect, but at no time shall the prices charged GOODWATER MONTESSORI SCHOOL exceed the prices bid.</p>
<p><b>FCC Private Line Order, aka the “10% Rule.”</b></p>	<p>The school is seeking pricing for Internet Access and Private Intrastate WAN circuits. The FCC released FCC-20-142 on October 9, 2020, to clarify the Mixed Use private intrastate lines. <a href="https://www.fcc.gov/document/fcc-safeguards-integrity-usf-contributions">https://www.fcc.gov/document/fcc-safeguards-integrity-usf-contributions</a> In this Order, if less than 10% of the traffic is interstate, then the vendor does not have to contribute to the Universal Service Fund, and therefore, the school shall not be liable for any pass-through charges.</p>
<p><b>PROTEST OF A SOLICITATION OR AWARD</b></p>	<p>Any person aggrieved in connection with the solicitation or award of a contract shall protest to GOODWATER MONTESSORI SCHOOL. A Protest concerning a solicitation shall be submitted in writing at least two (2) days before the opening of bids. A Protest concerning the award of a contract shall be submitted in writing within fourteen (14) days after the contract award.</p>
<p><b>TERMINATION OF AGREEMENT</b></p>	<p>GOODWATER MONTESSORI SCHOOL may terminate agreements upon giving thirty days advance written notice of intent to terminate the contract for good cause. (e. g., failure to deliver services, failure to comply with the conditions and specifications within the RFP).</p>

**B. E-RATE SUPPLEMENTAL TERMS AND CONDITIONS**

1. The eligibility for discounts on eligible services is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which the Act established. The discount amount is based on the number of students receiving free and reduced-price meals or verified Community Eligibility Provision (CEP) data.
2. All service providers are required to retain receipt and delivery records relating to pre-bidding, bidding, contracts, the application process, invoices, provision of services,

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communications about this RFP, and other matters relating to the administration of universal service for at least ten years after the last day of services.

3. The current document retention requirement became effective upon announcement in the [Federal Register](#) on November 20, 2014. The suggested list of documents to be retained can be found in paragraphs 45-50 in the FCC's 5th Report and Order ([FCC 04-190](#)).
4. For example, if a service provider provides recurring Internet access or Private Intrastate circuits to Goodwater Montessori School from Funding Years 2024-2029 and the services remain in effect for the term of the contract, the service provider must **retain all records** on this transaction until 15 years or 2044 (10 + 5 years).
5. Service or product substitutions must meet the following conditions specified in the Federal Communications Commission (FCC) rules: A) The substituted services or products have the same functionality as those in the original proposal. B) The substitution does not violate contract provisions or state or local procurement laws. C) The substitution does not increase the percentage of ineligible services or functions. D) The requested change is within the scope of the establishing FCC Form 470, including any Requests for Proposal (RFPs) for the original products and services.

### **C. SERVICE PROVIDER ACKNOWLEDGEMENTS**

6. The Service Provider acknowledges that the products and services specified in this document will only be allowed with prior written approval from GOODWATER MONTESSORI SCHOOL.
7. A USAC service substitution approval or Global Service Substitution must be approved by USAC and comply with all specifications in the Request for Proposal.
8. If the vendor changes a Service Provider Identification Number (SPIN), GOODWATER MONTESSORI SCHOOL must be notified in writing before filing Form 471.
9. The Service Provider acknowledges that the pricing submitted in the proposal is the lowest corresponding price (LCP) under § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to GOODWATER MONTESSORI SCHOOL being charged more than the lowest price. Unless

otherwise explained in the response, the geographical area will be defined as the vendor's footprint within Texas. Vendors not submitting the LCP in response to this RFP may be disqualified from bidding.

10. This offer fully complies with USAC's Free Services Advisory. No free services that would predicate an artificial discount and preclude GOODWATER MONTESSORI SCHOOL from paying its proportionate non-discounted share of costs are offered. The service provider agrees to provide substantiating documentation to support this assertion should GOODWATER MONTESSORI SCHOOL, USAC, or the FCC request it.
11. The Service Provider agrees to file the Annual Service Provider Certification (SPAC) required by the E-Rate program, thus agreeing to abide by all E-Rate program rules as codified by the Federal Communications Commission (FCC). If the vendor does not have a current SPAC when Form 471 is filed, the school reserves the right to cancel the contract and offer the services to the second winner.

#### **D. National Security Supply Chain Restrictions:**

12. Equipment or services produced or provided by a company designated by the FCC as a national security threat to the integrity of communications networks or the communications supply chain are not eligible for E-Rate support. 47 CFR § 54.9(a). In addition, participants are prohibited from using E-Rate support to purchase, rent, lease, or otherwise obtain any covered communications equipment or service or maintain any covered communications equipment or service previously purchased, rented, leased, or otherwise obtained. 47 CFR § 54.10. A list of covered communications equipment and services can be found on the FCC's website at <https://www.fcc.gov/supplychain/coveredlist> and will be updated to reflect any future determinations.

#### **E. STARTING SERVICES/ADVANCED INSTALLATION**

13. The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. The "effective date" of the contract is July 1, 2024, and E-Rate-eligible goods and services requested in this RFP shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024).



14. Category 1 services (Telecommunication Services and Internet access) will begin on July 1 of a funding year. Therefore, the service provider may need to undertake some installation work before the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered while 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.

## F. INVOICING

15. 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 Form 474 Service Provider Invoice (SPI), or GOODWATER MONTESSORI SCHOOL may decide to use the BEAR method.
16. GOODWATER MONTESSORI SCHOOL will only be responsible for paying its non-discounted share of the costs if GOODWATER MONTESSORI SCHOOL opts to use the SPI.
17. Upon successfully receiving or posting a Funding Commitment Decision Letter in the Data Retrieval Tool (DRT), GOODWATER MONTESSORI SCHOOL agrees to file a timely Form 486.
18. Alternatively, should GOODWATER MONTESSORI SCHOOL decide that it is in the best interest of GOODWATER MONTESSORI SCHOOL to file a Form 472, GOODWATER MONTESSORI SCHOOL 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 promptly, GOODWATER MONTESSORI SCHOOL will only be responsible for paying its non-discounted share. When the vendor files an SPI and misses a deadline, improper billing, or fails to comply with the rules, the school shall not be responsible for loss of revenue.
19. The vendor cannot invoice for work not performed or for products (or equivalents) NOT included in this RFP or listed in the contract.
20. E-Rate requires a fair and open competitive bid process. That is why **ALL fees and taxes** MUST be included in the price. The vendor must explain the fee and submit a document

that gives the authority (local, state, or FCC) to apply the charge to the school bill. The school seeks to compare prices fairly, and over the past years, some vendors have randomly applied unexpected fees, which is different from a fare comparison of the original cost. This RFP is part of the contract and is considered a legally binding agreement, along with the contract. An applicant may cancel the current contract if the vendor's price randomly applies fees not provided in the original RFP.

## **G. GOODWATER MONTESSORI SCHOOL E-RATE INFORMATION**

21. GOODWATER MONTESSORI SCHOOL is a public school in Georgetown, Texas, and the E-Rate discount for Category 1 Services is 60%.

## **H. CONTRACT TERMS**

22. Goodwater Montessori School is seeking a 36-month contract with two voluntary extensions that do not exceed 60 months.

## **I. INTERNET SPECIFICATIONS**

23. GOODWATER MONTESSORI SCHOOL is seeking a minimum of (1) 300MBS -1 GIGs of fiber-connected Internet Access. GOODWATER MONTESSORI SCHOOL currently has 1 GIG of fiber Internet Access.
24. Network outage resolution should be coordinated with GOODWATER MONTESSORI SCHOOL technical staff. GOODWATER MONTESSORI SCHOOL expects 99.9% uptime of Internet Access. Redundancy is not allowable under the E-Rate rules. Redundancy is often explained as an E-Rate request for the same service, with the same functionality, delivered simultaneously to the same users at the same time, day, and date.
25. Vendors must include a detailed explanation of their natural disaster network recovery plan. Explain the steps and resources available to ensure GOODWATER MONTESSORI SCHOOL will have Internet Access with minimal disruption of services during natural disasters and other unexpected events such as power outages.
26. The vendor must provide easy access to the help desk and repair services. A clear, documented procedure must be defined for severe problem escalation with appropriate

response times delineated in the proposal. The vendor will provide critical alerts to GOODWATER MONTESSORI SCHOOL Technical Contacts via email and notification of service outages via telephone, along with status and estimated restoral time (ETR). This alert service will be maintained for the duration of the contract. Vendors are encouraged to fully explain in their proposal the alert system being offered and the technical response procedures.

27. The goal is to have fully operational fiber Internet connectivity by July 1, 2024. “Fully operational” is defined as error-free network Internet Access at the specified CIRs, delivered to GOODWATER MONTESSORI SCHOOL without failures for at least 72 hours before July 1, 2024. Vendors must be able to provide certification reports of CIR, jitter, latency, and interface error metrics for GOODWATER MONTESSORI SCHOOL.

## **J. BASIS OF SELECTION**

48. No commitment will be made to select a vendor’s solution(s) solely based on cost; however, price is awarded more points than other factors. Selection will be made on a combination of factors. GOODWATER MONTESSORI SCHOOL requests information within the proposal to help the scoring committee understand the vendor’s experience and references, implementation plan, price, and other customer satisfaction and conformance specifications contained in this Request for Proposal.

## **K. EVALUATION MATRIX**

49. The criterion to be used by the committee in the evaluation process is as follows:  
GOODWATER MONTESSORI SCHOOL reserves the right to include a Round 1 and 2 scoring of proposals—the same scoring criteria were used during this process. The top vendors in the Round 2 evaluation then proceed to an additional level of due diligence, which may include a BAFO process.

The committee will then formulate a recommendation to the GOODWATER MONTESSORI SCHOOL Administration.

Responses will be evaluated according to the weighting outlined in the table.

The process that GOODWATER MONTESSORI SCHOOL will use in selecting the vendor to perform services outlined in the Request for Proposal will be as follows:

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No.	Factor	Total Points Available
1	Cost of <i>eligible</i> products and services	40
2	Prior Experience with the vendor	15
3	Local or in-state vendor (Must have a support team in Texas)	10
4	Ability to deliver service at the start of the funding year (July 1, 2024)	15
5	References and Experience	20
<b>Total Points</b>		100

## L. RFP CONSIDERATIONS

50. **General** – Failure to obtain the RFP following procedures or obtaining the RFP with insufficient time to adequately respond will not be accepted as a mitigating circumstance and will not result in granting special considerations or waivers. Failure to complete all enclosed forms as required may result in disqualification.
51. **Addenda** – If it becomes necessary to revise any part of the RFP, an addendum to the RFP will be posted in the E-Rate Productivity Center (EPC) portal. All addenda and changes shall be made in writing and posted by GOODWATER MONTESSORI SCHOOL. No oral statements by any GOODWATER MONTESSORI SCHOOL employee shall constitute a change or addenda to the RFP, the Project documents, or any project requirement.
52. **Disposition of Response** – All materials submitted in response to the request will become the property of GOODWATER MONTESSORI SCHOOL and be returned only at GOODWATER MONTESSORI SCHOOL’s option and at the Vendor’s expense. The master copy shall be retained for official files and become a public record. However, confidential financial information submitted in support of the requirement to show the Vendor’s responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.
53. The successful Vendor must be able to participate in the E-Rate program billing requirements fully and to receive reimbursement from the School and Libraries Division (E-Rate) for GOODWATER MONTESSORI SCHOOL’s E-Rate funding commitment.

54. All pricing submitted shall be vendor-honored for 120 calendar days from the proposal's due date.

## **M. SUBMITTAL INFORMATION**

55. **Submittal** – Each vendor submitting a proposal shall submit the email with the Request for Proposal number, the school's name, and the organization submitting the response.

56. **Cover Page**-The proposal must include the cover sheet and a required pricing form.

57. **Contents- Vendors** should take this opportunity to present a well-organized proposal to address all specifications in the RFP. All page numbers must include the company's name in the header or footer. All required forms **MUST** appear in the last section of the proposal.

58. **References and Other Information**- Vendors are encouraged to provide details about the qualifications of technical staff, E-Rate personnel, training, locations of technical support offices, and other areas of importance to an evaluation committee. Vendors must include a minimum of 3 references from E-Rate Schools or libraries. The proposal **MUST** include all contact information for each reference and the time the company has provided Internet Access services to each school.

59. **Proposal Deadline** – Proposals shall be submitted to the address in the event schedule. Proposals received later than the date and time in the event schedule will be returned to the sender unopened. FAX or email copies of submittals will **not** be accepted.

60. **Withdrawal** – Responses may be withdrawn by the vendor submitting the information at any time before the closing date and time for receipt of responses but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt of the proposal. A vendor may withdraw their offer by submitting a written notification of its withdrawal signed by the authorized agent. A vendor may submit a new or modified offer before the designated submission deadline. Modification(s) offered in any other manner, oral or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt unless GOODWATER MONTESSORI SCHOOL requests a BAFO.

61. **Information Request(s)** – To control information disseminated regarding this Request for

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Proposal, organizations interested in submitting responses are directed not to make personal contact with members of GOODWATER MONTESSORI SCHOOL, GOODWATER MONTESSORI SCHOOL Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP will be addressed to the individual listed below. Submit all questions via email only—NO PHONE CALLS.

62. **Right to Accept or Reject** -GOODWATER MONTESSORI SCHOOL reserves the right to accept or reject any proposals in their entirety or any portions(s) and waive any informality or irregularity in the Request for Proposal. As GOODWATER MONTESSORI SCHOOL is applying for “E-Rate” funding, the final decision to award or reject may be linked to the approval of the “E-Rate” application and the granting of maximum funding commitment allowed by the Universal Service Fund through the “E-Rate” program. Vendors shall be responsible for any expenses they may incur in preparing proposals. All proposals submitted to GOODWATER MONTESSORI SCHOOL shall remain the property of GOODWATER MONTESSORI SCHOOL.
63. **Forms of Agreement** – GOODWATER MONTESSORI SCHOOL reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to request indemnification from such insurance as may be stipulated by GOODWATER MONTESSORI SCHOOL.
64. **Availability of Funds** – GOODWATER MONTESSORI SCHOOL’s obligation herein is contingent upon GOODWATER MONTESSORI SCHOOL receiving the maximum funding commitment allowed by the Universal Service Fund through the “E-Rate” program. No legal liability on the part of GOODWATER MONTESSORI SCHOOL for payment of any money shall arise unless and until funds are made available for this procurement through the “E-Rate” Program. GOODWATER MONTESSORI SCHOOL may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the Schools and Libraries Division.
65. **Equal Opportunity** – It is the policy of GOODWATER MONTESSORI SCHOOL that in connection with all work performed under Purchasing Contracts, there shall be no discrimination against any prospective or active employee engaged in work because of

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race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor(s) agrees to comply with applicable Federal and Texas laws, including the Texas Fair Employment & Housing Act. In addition, the successful Vendor(s) agrees to require compliance by all subcontractors employed on the job by them.

66. **Compliance** – Responses that do not comply with instructions and forms may be eliminated from further selection.

**N. MANDATORY INTERNET PRICING FORM**

SITE NAME	BANDWIDTH	ONE-TIME CHARGE	MONTHLY COST
710 Stadium Drive Georgetown, TX 78626	100 Mbps		
710 Stadium Drive Georgetown TX 78626	300 Mbps		
710 Stadium Drive Georgetown TX 78626	500 Mbps		
710 Stadium Drive Georgetown TX 78626	1 GIG		