

## Bid Checklist

Proposal: RFP #21.2 - E-Rate Consulting Services

Awarded Vendor(s): E-Rate Elite Services, Inc. & Solix, Inc.

Award Date: August 7, 2020 Contract Number: 21.2 - EES & 21.2 - SOL

- Copy of Public Notice/Legal Ad(s)
- Copy Of Release (via Public Purchase)
- Copy of Bid Specifications (includes Q&A, addenda if issued)
- Copy of Closing (via Public Purchase)
- Notification Report
- Access Report (via Public Purchase)
- Opening Record
- Copy of Bids Received
- Evaluation Compilation/Executive Summary
- Copy of Award Letter
- Copy of Rejection Letter
- Copy of Signed Contract(s)
- Board Acceptance of Bid

AFFIDAVIT OF PUBLICATION



STATE OF MINNESOTA )  
COUNTY OF HENNEPIN )

650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<u>Dates of Publication</u>	<u>Advertiser</u>	<u>Account #</u>	<u>Order #</u>
StarTribune 06/15/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	358086
StarTribune 06/22/2020	COOPERATIVE PURCHASING CONNECTION	1000337556	358086

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$224.00**

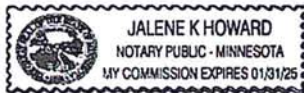
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

*Terri Swanson*

Subscribed and sworn to before me on: 06/22/2020

*Jalene K. Howard*



Notary Public



# CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Cooperative Purchasing Network  
N/A  
E-2-All  
Sealed proposals will be received...

Advertiser: N/A  
Agency: N/A  
Section-Page-Zone(s): E-2-All  
Description: Sealed proposals will be received...

Ad Number: 0000358086-01  
Insertion Number: N/A  
Size: 1 Col x 1.69 in  
Color Type: 0

StarTribune  
Monday, June 22, 2020

### General Policies

Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes for errors and adjust your bill, but only if you receive notice on the first day the ad is published. We limit our liability in this way. And we do not accept liability for any other damages, which may result from error or omission in or from an ad. An ad copy must be approved by the newspaper, which reserves the right to request changes, reject or properly classify an ad. The advertiser, and not the newspaper, is responsible for the truthful content of the ad. Advertising is also subject to credit approval.

### Legal Notices

#### LEGAL NOTICE REQUEST FOR PROPOSAL

The Minnesota Healthcare Consortium (MHC), a Minnesota public employer joint powers entity, is requesting a request for proposal (RFP) for the administration of HSAs and account-based employee benefit plans including VEA, HSAs, and Health dependent care HSAs for 608 School Districts, Cities, Counties, and other governmental agencies throughout Minnesota with more than 50 employees. The RFP document will be posted on the MHC website. Requests to receive a copy of the RFP and other questions should be emailed to [mark.kinney@minneapolis.gov](mailto:mark.kinney@minneapolis.gov). Responses are due by 5:00 p.m. on June 22, 2020.

### Certificates of Assumed Name

Certificate of Assumed Name State of Minnesota. Pursuant to Chapter 133 Minnesota Statutes, the undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies:

1. That the exact assumed name under which the business is or will be conducted; That I am the owner of the principal place of business, 1500 Clarence St St Paul MN 55106
2. State the address of the principal place of business under the assumed name. That I am authorized to sign this certificate and further certify that I understand that by signing this certificate I am subject to the penalties of perjury as provided in Minnesota Statutes, section 60A.04 as if I had signed the certificate under oath.

Dated: 06/17/20  
(Signed) THAI VANG

### Mortgage Foreclosures

#### 20-11317 NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION. NOTICE IS HEREBY GIVEN that default has occurred in the conditions of the following described mortgage:

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$213,300.00  
MORTGAGEE: Jodi Bruce Morak  
MORTGAGEE Electronic Registration System  
TRANSACTION AGENT Mortgage Electronic Registration System, Inc. MN# 101094-10002020-7  
LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE IS: U.S. Bank National Association, d/b/a U.S. Bank National Association  
DATE AND PLACE OF FILING: Filed March 20, 2019, Hennepin County Registrar at TSS, as Document Number 10541035.  
ASSIGNMENTS OF MORTGAGE: Assigned to Newbury LLC, d/b/a Sheninger Mortgage Services.  
LEGAL DESCRIPTION OF PROPERTY: Lot 4 and the Eastern 1/3 of West 5/8 Minnesota Tract, REGISTERED PROPERTY. PROPERTY ADDRESS: 155415 West Rose Ln, Excelsior, MN 55331  
MORTGAGE IDENTIFICATION NUMBER: 32-117-23-14-0018  
COUNTERPARTY TO THE MORTGAGE: COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin  
THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF FILING: \$213,300.00  
DATE OF NOTICE: 6/22/2020  
IF ANY PRE-FORECLOSURE REQUIREMENTS HAVE BEEN COMPLIED WITH, THE ABOVE DESCRIBED PROPERTY HAS BEEN INSTITUTED AT OR OTHERWISE TO RECOVER THE DEBT SECURED BY SAID MORTGAGE, OR ANY PART THEREOF, PURSUANT TO THE POWER OF SALE CONTAINED IN SAID MORTGAGE, AS SAID BY THE SHERIFF OF SAID COUNTY AS FOLLOWS:

### Proposals for Bids

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies on July 22, 2020, at 12:00 p.m. CST. The proposals are for the purchase of 2020-21 Student Safety Solutions. Specifications and forms may be obtained by registering for free with CPC on PublicPurchase.com. Proposals must be uploaded to PublicPurchase.com no later than 10 a.m. on July 15, 2020, and late proposals will not be considered.

### Financial

#### GEACOM STOCK FOR SALE

Call: 612-342-3345

### Cats

#### Ragdoll Kittens Seal Bi-Color

Price: \$150 - \$150-600

### Dogs

#### GERMAN SHEPHERD PUPS

AKC, Euc temp, GPCR, pure bred. 7-12 weeks old, weaned, socialized. Golden retrievers will be born within 2 weeks. Come visit puppies today. 1000s at pickup. 763-245-6847

### Mortgage Foreclosures

#### MORTGAGE \$124,500.00

ASSIGNMENTS OF MORTGAGE: Assigned to American Mortgage Company, LLC. Thereafter assigned to American Mortgage Company, LLC.  
LEGAL DESCRIPTION OF PROPERTY: Lot 2, Block 1, Shovel's Third Addition, Excelsior, MN 55312  
PROPERTY IDENTIFICATION NUMBER: 32-117-23-14-0018  
THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF FILING: \$124,500.00  
DATE OF NOTICE: 6/22/2020  
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### Vacation Guide

Vacation in Hayward, WI ten to 14 days. 2-3 bedrooms, 2.5 bath home with gas fireplace, central air conditioning, hardwood floors, walkout patio with gas grill, fire pit, and more. Call for details. Electric available for your boats. On-site boat launch. Includes 2 canoes included for your use, winter storage.

### Financial

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THAT all pre-foreclosure requirements have been complied with that no action or proceeding has been instituted at or otherwise to recover the debt secured by said mortgage, or any part thereof, PURSUANT TO THE POWER OF SALE CONTAINED IN SAID MORTGAGE, AS SAID BY THE SHERIFF OF SAID COUNTY AS FOLLOWS:

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### Start doing

Concerts, exhibits, restaurants, sporting events, movies and more. Fun things to do bubble up every day. Start here, go anywhere.

Concerts, exhibits, restaurants, sporting events, movies and more. Fun things to do bubble up every day. Start here, go anywhere.

Concerts, exhibits, restaurants, sporting events, movies and more. Fun things to do bubble up every day. Start here, go anywhere.



### More time for the family.

Turn to Weekend at Home featuring a calendar of fun family events, activities and the latest decorating tips. Every Saturday in VARIETY.

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StarTribune  
Monday, June 22, 2020

Advertiser: N/A  
Agency: N/A  
Section-Page-Zone(s): E-2-All  
Description: Sealed proposals will be received...

Ad Number: 0000358086-01  
Insertion Number: N/A  
Size: 1 Col x 1.69 in  
Color Type: 0

### General Policies

Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes for errors and adjust your bill, but only if you receive notice on the first day the ad is published. We limit our liability in this way. And we do not accept liability for any other damages, which may result from error or omission in or from an ad. An ad copy must be approved by the newspaper, which reserves the right to request changes, reject or properly classify an ad. The advertiser, and not the newspaper, is responsible for the truthful content of the ad. Advertising is also subject to credit approval.

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Certificate of Assumed Name State of Minnesota. Pursuant to Chapter 133 Minnesota Statutes, the undersigned, who is or will be conducting business in the State of Minnesota under an assumed name, hereby certifies:

1. That the exact assumed name under which the business is or will be conducted; That I am the owner of the principal place of business, 1500 Clarence St St Paul MN 55106
2. State the address of the principal place of business under the assumed name. That I am authorized to sign this certificate and further certify that I understand that by signing this certificate I am subject to the penalties of perjury as provided in Minnesota Statutes, section 60A.04 as if I had signed the certificate under oath.

Dated: 06/17/20  
(Signed) THAI VANG

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MORTGAGEE: Jodi Bruce Morak  
MORTGAGEE Electronic Registration System  
TRANSACTION AGENT Mortgage Electronic Registration System, Inc. MN# 101094-10002020-7  
LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE IS: U.S. Bank National Association, d/b/a U.S. Bank National Association  
DATE AND PLACE OF FILING: Filed March 20, 2019, Hennepin County Registrar at TSS, as Document Number 10541035.  
ASSIGNMENTS OF MORTGAGE: Assigned to Newbury LLC, d/b/a Sheninger Mortgage Services.  
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# Argus Leader

P.O. Box 677349, Dallas, TX 75267-7349

Account No.: SFA-0000000483

Ad No.: 0004228603

PO #:

Lines : 24

Ad Total: \$34.46

**This is not an invoice**

# of Affidavits 1

LAKES COUNTRY SERVICE COOPERAT  
1001 E MOUNT FAITH AVE  
FERGUS FALLS, MN 56537

Account No.: SFA-0000000483

Ad No.: 0004228603

## Argus Leader AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

I being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper as defined by SDCL 17-2-21, as amended published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper upon

Monday, June 15, 2020

Monday, June 22, 2020

Sworn to and subscribed before me this 22 day of June, 2020.

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My Commission expires



Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #21.2 - E-Rate Consulting Services and RFP #21.3 - Student Safety Solutions.

Specifications and forms may be obtained by registering for free with CPC on Public Purchase ([www.publ icpurchase.com](http://www.publ icpurchase.com)).

Proposals must be uploaded to Public Purchase before 10 a.m. CT on July 15, 2020, and late proposals will not be considered.  
4228603 June 15, 22, 2020



\*\*\* Proof of Publication \*\*\*

State of North Dakota )  
 ) SS:  
County of Burleigh )

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #21.2 - E-Rate Consulting Services and RFP #21.3 - Student Safety Solutions. Specifications and forms may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Proposals must be uploaded to Public Purchase before 10 a.m. CT on July 15, 2020, and late proposals will not be considered.

6/15 & 22 - 9083

Before me, a Notary Public for the State of North Dakota personally appeared Jill Lindsay who being duly sworn, deposes and says that he (she) is the Clerk of Bismarck Tribune Co., and that the publication(s) were made through the

Bismarck Tribune on the following dates:

6/15, 22/2020

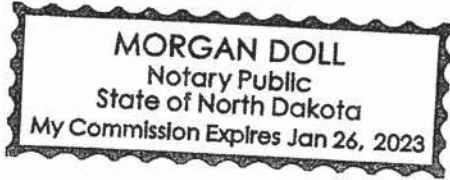
Signed Jill Lindsay

LAKES COUNTRY SERVICE COOP  
Lori Mittelstadt  
1001 E MOUNT FAITH  
FERGUS FALLS MN 56537

ORDER NUMBER 9083

Sworn and subscribed to before me this 22nd day of June 2020

Morgan Doll  
Notary Public in and for the State of North Dakota



Section: Legals

Category: 5380 Public Notices

PUBLISHED ON: 06/15/2020, 06/22/2020

TOTAL AD COST: 27.00

FILED ON: 6/22/2020

**AFFIDAVIT OF PUBLICATION**

STATE OF NORTH DAKOTA

ss.

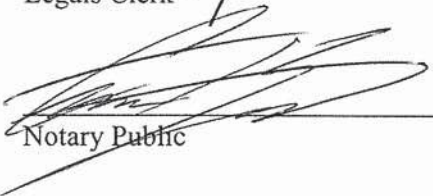
COUNTY OF CASS

Lana Syltie, *The Forum*, being duly sworn, states as follows:

1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspaper listed on the attached exhibit.
2. The newspaper listed on the exhibit published the advertisement of: *Legal Notice; (1) time: June 16, 2020*, as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Dated this 16th day of June, 2020.

  
\_\_\_\_\_  
Legals Clerk

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

EVAN KJOS  
Notary Public  
State of North Dakota  
My Commission Expires May 23, 2024

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies in Minnesota, North Dakota, and South Dakota for RFP #21.2 – E-Rate Consulting Services and RFP #21.3 – Student Safety Solutions.

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Proposals must be uploaded to Public Purchase before 10 a.m. CT on July 15, 2020, and late proposals will not be considered.

(June 16, 2020)

2843263



**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Cc:** [Melissa Mattson](#)  
**Subject:** Release Successful on Bid RFP #21.2 - E-Rate Consultation Services  
**Date:** Monday, June 15, 2020 9:32:43 AM

---

Lisa M Truax:

Bid "RFP #21.2 - E-Rate Consultation Services"  
Status: Release Successful on Jun 15, 2020 8:32:38 AM MDT

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=127941>

If you have any questions regarding this bid, please contact our Customer Support Staff at [agency-support@publicpurchase.com](mailto:agency-support@publicpurchase.com)

Thank you for using Public Purchase.

MK= rpOAlegriaEX9dgZdQXuuQ==

Proposals Requested by the:

**Cooperative Purchasing Connection**



**RFP #21.2 – E-Rate Consulting Services**

CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to provide E-Rate Consulting Services for K-12 and Public Libraries, herein participating agencies, at consortium level discounted pricing.

**Due: 10:00 a.m. CT on Wednesday, July 15, 2020**

**Vendors will submit questions and proposals online via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com))**

**RFP Facilitator:**  
Lisa Truax  
Procurement Solutions Coordinator  
Cooperative Purchasing Connection

**Published in:**  
Argus Leader  
Star Tribune  
Fargo Forum  
Bismarck Tribune  
June 15 & 22, 2020



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## I. Introduction

Proposals for the requested products and/or services are detailed in the accompanying Technical Specifications.

The Cooperative Purchasing Connection (CPC) is a joint powers group of service cooperatives in Minnesota, organized pursuant to Minnesota Statute 123A.21. Service cooperatives are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services. In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, MN, to provide purchasing contracts to its participating agencies. South Dakota participating agencies can utilize CPC's purchasing contracts through South Dakota statute 5-18A-37.

Collectively, CPC's participating agencies purchase, on average, over \$60 million annually through its contracted vendors.

LCSC provides the administrative functions of CPC. Administrative functions include but are not limited to: bid and contract research, development, and negotiations; fiscal reporting agent; marketing; contract promotion and agency support services.

## II. Solicitation Procedures

### A. Vendor Qualifications

All proposals must contain answers, responses and/or documentation to the information requested. A Vendor failing to provide the required information/documentation will be considered non-responsive.

Vendors must demonstrate their ability, capacity and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience in providing E-Rate Consulting Services to K-12 school districts and libraries. CPC reserves the right to accept or reject any Vendor failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

### B. Required Securities

**Bid Bond:** By the due date and time of this solicitation, a vendor shall submit with its response, an electronic PDF copy of a bid bond in the form of a bond, for \$2,500.00. Such bond is to be issued by a surety authorized to do business in the state of Minnesota, payable to CPC, Attn: Cooperative Purchasing, 1001 E. Mount Faith Ave., Fergus Falls, MN 56537, as a guaranty that the Vendor will enter into a contract with CPC. If awarded, the Vendor will have five (5) business days from award notification to submit the original bid bond via postal mail to CPC. The bond will be immediately forfeited to CPC in the event the Vendor is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation. This bond pledges that the Vendor will abide by the terms stated in this solicitation and in the Vendor's proposal and pledges the faithful performance of the contract and the payment of all obligations arising thereunder. Failure to comply with the Vendor(s) proposal, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. Loss of the bond may include but is not limited to poor customer service, poor quality of product, delivery issues, lack of reporting, and lack of administrative fee payments. The bond or check shall remain in force for the entire duration of the contract term and must be renewed annually upon contract renewal. The bond or approved security shall be returned to the awarded vendor upon the successful completion of the bid cycle, a maximum of four (4) contract terms.



Once the bid bond has been posted, failure from the Vendor to comply with this RFP and the terms and conditions, the bid bond shall be forfeited to CPC as liquidated damages, not as a penalty. The loss of the bid bond will include, but is not limited to:

1. Poor communication; multiple documented failures to correspond with CPC.
2. Poor customer service; failure to respond on multiple occasions to CPC’s participating agencies within a timely manner.
3. Poor quality of product and failure to replace/refund agency purchases when appropriate.
4. Delivery issues; consistent and documented failures to deliver product on time or in proper condition.
5. Lack of on-time reporting and inaccurate quarterly reports.
6. Lack of on-time quarterly administrative fee payments.

**C. RFP Timeline:**

Date/Time	Event
June 15, 2020	Publication of RFP #21.2 – E-Rate Consulting Services
June 29, 2020 at 10:00 a.m. CT	Non-Required Conference Call
July 3, 2020, at 10:00 a.m. CT	Deadline for Vendors to Submit Questions
<b>July 15, 2020, at 10:00 a.m. CT</b>	<b>Deadline for Submission</b>
August 7, 2020	Contact Vendor/Award(s) Made
September 1, 2020	Initial Start of Contract Term

**D. Non-Required Conference Call:** A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded. To attend the conference call, visit:

<https://us02web.zoom.us/j/85347704859?pwd=YSS4cWxaQzZua1J4OU11Y2tSd1VXUT09.>

1. **Dial-in Number:** +1 312 626 6799 or +1 301 715 8592
2. **Meeting ID:** 853 4770 4859
3. **Password:** 6F4Q3T

**E. RFP Submission**

**Public Purchase:** All solicitations can be found on a web-based system called Public Purchase. Public Purchase is an easy-to-use platform that provides Vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit a response to the solicitation. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process.

**Submission of Proposals:** It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the submission deadline, as described in the solicitation. All proposals will be submitted electronically via Public Purchase. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase at [support@publicpurchase.com](mailto:support@publicpurchase.com) or utilize the chat function within Public Purchase for immediate technical support. The data included in the submission will not be password protected. Hardcopy proposals are invalid and will not receive consideration.

**F. RFP Particulars**

**Correction of RFP Documents:** Upon examination of the solicitation, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, no later than seven (7) business days prior to the solicitation submission deadline. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections, and changes. No answers to questions or addenda will be issued later than seven (7) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Interpretations:** Requests for additional information or questions in regards to the solicitation will be submitted through Public Purchase. CPC will respond accordingly through Public Purchase to all questions submitted by the question deadline and/or by issuing an addendum.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the Vendor for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Vendor so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

**Opening of Proposals (Opening Record):** Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available in Public Purchase and posted to the CPC website, within 48-hours after the opening.

**G. Solicitation Evaluation**

No single factor will determine the final award decision. Proposals will be evaluated using a multi-step process:

1. Initial Review – CPC will perform an initial responsiveness review to determine compliance with the solicitation requirements. Vendors that do not meet the solicitation requirements as outlined in the solicitation shall be deemed non-responsive and will not receive further consideration. All proposals that meet the minimum solicitation requirements will proceed to the evaluation process.
2. Technical Proposal – The technical proposal will be evaluated based on the criteria outlined below. Total scores from the evaluation team will be averaged amongst the number of evaluators.
3. Cost Proposals – Cost proposals will be scored and averaged amongst the number of evaluators. Scores from the technical proposal and cost proposal will be combined to determine the responses that provide the best value to participating agencies.

Factor	Guidance
5	Outstanding far exceeds minimum requirements in most areas
4	Above average, exceeds minimum requirements in many or all areas
3	Average, meets minimum requirements, exceeds minimum requirements in some areas
2	Slightly below average, meets minimum requirements
1	Well below average, barely meets minimum requirements
0	Totally unresponsive, does not meet minimum requirements

Criteria	Points	[Vendor A]
		Average Points Awarded
Qualifications & Experience	200	0
Marketing & Partnership	50	0
Financials & Level of Support	30	0



Exceptions & Deviations	10	0
Exhibit A - Marketing Plan	20	0
Exhibit B - Letter of Agency	10	0
Exhibit C - E-Rate Correspondence Sample	10	0
<b>Total Technical Points</b>	<b>290</b>	<b>0</b>
Proceed to Pricing Evaluation?	Yes/No	
<b>Pricing Proposal</b>		
Level 1 Services	175	0
Level 2 Services	135	0
<b>Total Pricing Points</b>	<b>310</b>	<b>0</b>

**Rejection of Any or All Proposals:** CPC reserves the right to award the entire contract to one Vendor, to award multiple contracts, or to reject any or all proposals.

## H. Contract Award

**Binding Contract:** A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, scope of work, and specifications contained in the solicitation. The Vendor acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

**Notification of Intent to Award:** An award notification will be made by Friday, August 7, 2020. The actual award is subject to approval by the CPC Board of Directors.

**Contract Term:** The term of the contract resulting from this RFP will be from September 1, 2020, through August 31, 2022. There will be an optional renewal for a period lasting no longer than one (1), additional two-year term, based on successful performance. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Vendor evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Partnership responsiveness with CPC
3. Participating agencies evaluation(s)
4. Volume, sales, and competitiveness
5. Marketing

**Administrative Fee:** The Vendor will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC on a quarterly basis, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

**Sales Reports Required of the Vendor:** The Vendor will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies within the said quarter, the administrative fee calculations, and the correlating savings incurred by participating agencies. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. All reports will be submitted in MS Excel within 20 business days after the end of each fiscal quarter, (see Appendix A) listing the following information:

1. Name of purchasing agency

2. Address of purchasing agency (city, state, zip code)
3. Date of purchase
4. Invoice number
5. Amount of purchase
6. Administrative fee generated by sale
7. Savings generated by sale

**Certificate of Insurance:** The Vendor must purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent to CPC upon coverage renewal. The Vendor must meet the following, minimum coverage requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000
4. Professional Liability; Errors & Omissions: \$1,000,000 each occurrence

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor must provide the COI with their submission.

**Contract Development:** Following the final evaluations and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Vendor(s). If a satisfactory contract cannot be developed with the most highly qualified Vendor(s) the second most qualified Vendor(s) may then be approached to develop a contract.

**Audit Packet:** Public inspection of the solicitation process will be made available during normal business hours in the RFP Facilitator's office (Fergus Falls, MN). Those requesting a printed, hard copy of the solicitation process will need to pay a twenty-five (\$25.00) service fee.

### III. Technical Specifications

- A. **Scope of Work:** CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to provide E-Rate Consulting Services for K-12 and Public Libraries, herein participating agencies, at consortium level discounted pricing.

**Objective:** Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Vendor from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will work closely with the Vendor to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Vendor.

CPC intends to award this solicitation to one or more Vendors based on whom can offer acceptable consulting services that can be of benefit to all participating agencies. Vendors who meet any or all the mentioned above must complete the required documents in their indicated format to be considered a responsive and responsible vendor.

**Background:** E-rate is the commonly used name for the Schools and Libraries Program of the [Universal Service Fund \(USF\)](#), which is administered by the [Universal Service Administrative Company \(USAC\)](#) under the direction of the Federal Communications Corporation (FCC). E-Rate was authorized as part of the Telecommunications Act of 1996, section 254. This act called for universal service, meaning everyone should have access to advanced telecommunications services at reasonable rates regardless of their location. This program provides eligible participating agencies the opportunity to receive discounts for certain products and services provided by technology and telecommunication providers.

**Language Conventions:** An attempt has been made to standardize the language used in this solicitation. The words “must”, “shall”, “mandatory” and the phrase “it is required” are used in connection with a mandatory specification. The words “should” and “may” are used in connection with a specification that is desirable.

To assist with the interpretation of word/language/abbreviations used in this solicitation, the following definitions are being provided:

1. BEAR – Billing Entity Account Reimbursement
2. BEN – Billing Entity Number
3. CIPA – Children’s Internet Protection Act
4. EPC – E-Rate Productivity Center
5. FCDL – Funding Commitment Decision Letter
6. FRN – Funding Request Number
7. NSLP – National School Lunch Program
8. PIA – Program Integrity Assurance
9. PQA – Program Quality Assurance
10. SRIR – Selective Review Information Request
11. SLD – Schools and Libraries Division

To assist with the interpretation of USAC forms used in this solicitation, the following definitions are being provided:

1. Form 470 – Applicant Description of Services Requested and Certification Form
2. Form 471 – Applicant Description of Services Ordered and Certification Form
3. Form 472 – Applicant BEAR Form
4. Form 486 – Applicant Certification of BEN Compliance with CIPA Form
5. Form 498 – Applicant BEN and General Contract Information Form
6. Form 500 – Funding Commitment Adjustment Request Form

**B. Quantity History:** The contract(s) resulting from this solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). E-Rate Consulting Services is a new category being sought by CPC as a result of needs of participating agencies.

With CPC’s intent to market the contract to participating and potential agencies and to possibly position the contract within the Express online marketplace, when applicable, it is CPC’s belief that the program will continue to grow significantly throughout the course of the solicitation term, not to exceed four (4) years.

**C. Terms and Conditions**

1. The Vendor’s core business is to maintain an in-depth knowledge of the E-Rate application rules, contracting requirements, E-Rate products and services eligibility lists, etc. and provide E-Rate application services and technical support to participating agencies. Direct response in the Vendor Questionnaire to this preference is required.



2. The Vendor must maintain a current understanding of the E-Rate rules, periodically submitting newsletter-type correspondence to the participating agencies including immediate notification of any significant changes. An example of current correspondence to a participating agency should be included in the proposal.
3. The Vendor must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 to 48 hours.
4. The Vendor must be available for consultation services between 8:00 a.m. and 5:00 p.m. CT, Monday through Friday.

**Services to be Performed and Offered:**

Qualified Vendors are encouraged to submit a proposal for one or more of the following levels of service:

**1. Level 1: Full Comprehensive Consulting and Support Services.**

- a. The Vendor will manage and support all facets of the E-Rate program process in acting, guiding and advising on behalf of the participating agencies, including but not limited to all forms, applications, filings, reimbursements, and audits for both Category 1 and Category 2.

**2. Level 2: Consulting and Support Services related to E-Rate filings and audits for Category 1 and Category 2.** Level 2 consulting services shall include a menu of services as requested at any stage in the E-Rate process, including but not limited to:

- a. The Vendor shall transform participating agency enrollment, and if applicable, NSLP participation data into the EPC system for E-Rate applications. Provide explanation of how this will be accomplished.
- b. The Vendor shall develop Form 470 applications based on information provided by the participating agency. Once reviewed and approved by the participating agency, the Vendor will upload the form in EPC. The Participation agency will be responsible for certification in EPC. The Vendor shall track Form 470 dates and uploaded addendums to ensure USAC compliance.
- c. The Vendor shall develop Form 471 applications based on information provided by the participating agency. Once reviewed and approved by the participating agency, the Vendor will upload into EPC. The participation agency will be responsible for certification in EPC.
- d. The Vendor shall update and maintain a schedule for submitting services Ordered, certification and termination (FCC Form 471) for existing contracts and future expected contracts. It is imperative that the participating agency submit timely start-up and termination requests.
- e. The Vendors shall work directly with the Schools and Libraries Division (SLD) of the USAC to deal with, on behalf of the participating agency, Form 470 and 471 application issues as required. This includes all 470 and 471 PIA and SRIR responses. Provide an explanation of current methods of communication with the SLD in the proposal.
- f. The Vendor shall complete Form 486 application based on information provided by the participating agency. Once received and approved by the participation agency, the Vendor will upload into EPC. The participation agency will be responsible for certification in EPC.
- g. The Vendor shall develop Form 500 commitment adjustments based on information provided by the participating agencies. Once received and approved by the participation agency, the Vendor will upload into EPC. The participation agency will be responsible for certification in EPC.
- h. The Vendor shall provide all the technical advices and guidance needed to be successful in taking full advantage of the federal program.

- i. The Vendor shall provide technical support to project leaders in the appropriate construction of contracts to ease the application process, and work with participating agency E-Rate eligible contractors to enhance their billing statements to facilitate the discount/reimbursement process.
- j. The Vendor will work with USAC to receive timely FCDL.
- k. The Vendor will provide support to the participating agency regarding BEAR preparation, certification and submission.

**Pricing:**

1. The Vendor must submit a cost proposal fully supporting Level 1 and/or Level 2 services by cost and pricing data adequate to establish the reasonableness of the proposed fees. Each Level of Service shall have its own dedicated pricing proposal. Proposals shall include list price and the resulting CPC discounted member price. The following information should be submitted as part of the cost proposal:
  - a. Pricing for Level 1 and Level 2 services must be clearly defined and outlined. Level 1 services shall be noted by hourly or annual rates. Level 2 services will be exclusively by hourly rate.
  - b. A complete explanation and breakdown of how charges are calculated as well as totals for services provided together if prices differ must be included with the submission of a proposal.
  - c. Breakdown of direct labor and labor overhead costs including the number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
  - d. Travel and per diem costs, if any supported by breakdown including destination, duration and purpose.
  - e. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
2. Failure to break down cost elements may render the cost proposal as non-responsive.
3. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. The Vendor cannot offer additional discounts and percentages to a participating agency beyond a single large project until following the steps outlined below and receiving approval by CPC. CPC may conduct periodic audits and the Vendor will be responsible for full reimbursement for any overcharge to a participating agency.
4. New services, pertaining to the scope of this solicitation, may be added during the contract term with notice, as outlined below. These services shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Vendor to remove services that do not meet the intent or are otherwise in conflict with the contract requirements.
5. When a service list is revised, to add or delete services that result in revised contract pricing, the Vendor shall notify CPC in writing via email as follows: Request will be typed on the Vendor's letterhead and emailed to CPC;
  - a. It is filed with CPC, a minimum of 30 calendar days before the effective date of the proposed change;
  - b. It clearly identifies the items impacted by the change and the cause for the adjustment;
  - c. It is accompanied by documentation acceptable to the Procurement Solutions Coordinator to warrant the change (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
  - d. CPC reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, CPC must be able to verify the current service

price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.

6. CPC expects Vendors to offer their very best prices. If a Vendor offers lower prices to any participating agency outside of this contract, it must lower its prices under this contract at the same time by written notice, via email to CPC.
7. The Vendor shall invoice and deliver all services directly to the participating agencies.
8. All services must be 100% guaranteed.

**Ordering Methods:**

1. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Vendor Questionnaire).
2. A PO may be issued to the Vendor on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicated that enough funds have been obligated toward the purchase.
3. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
4. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.

**Advertising and Marketing:**

1. The Vendor will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
2. The Vendor will be able to assist in developing marketing materials that support the contract.
3. The Vendor will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. Services offered must be appropriate and adequate to ensure a successful contract agreement.
4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.



# Appendix A: Sales Report Template

CPC operates on a fiscal year (July through June). The Vendor will receive a sales report template similar to that shown below. Fiscal quarters are outlined as:

- July – September
- October – December
- January – March
- April – June

Vendor Name								
April - June 20XX Sales Report								
Purchasing Agency	City	State	Zip	Date of Purchase	Invoice Number	Invoice Amount Total USD	Administrative Fee	Member Savings Generated
						\$ -	\$ -	\$ -

## Appendix B: New Vendor Implementation Checklist – Sample

The following implementation checklist will commence once the Master Contract Agreement has been executed. Implementation and contract start-up are included as part of the evaluations that CPC conducts regarding renewing a contract for an additional contract term.

Task Description	Target Completion	Completed By
<b>1. CPC Vendor Orientation</b> Discuss expectations Establish contacts, people and roles Discuss the reporting process and requirements Discuss sales and ordering process Outline kick-off plan; marketing needs Establish Webinar training date	One Week	CPC & Vendor
<b>2. Vendor/Supplier Login Established – Express (if applicable)</b> Complete supplier initiation form Complete supplier product template Create a user account and user ID – communicate to supplier	One Week	Vendor
<b>3. Sales Training and Roll Out</b> CP Personnel Briefing; possible webinar training Marketing information sent to CPC	Two Weeks	CPC to Coordinate Vendor
<b>4. Web Development/Express Store (if applicable)</b> Initiate IT contact Web store construction Web store final edit Product loaded into web store in Express Test Store Functionality Announce Store Availability	Two Weeks Three Weeks Four Weeks Four Weeks Five Weeks Five Weeks	Vendor
<b>5. Marketing</b> General announcement Vendor profile page Email signature logo Email communication announcement <i>*All materials will be approved by Vendor prior to disbursement</i>	Three Weeks	CPC
<b>6. Marketing – Vendor</b> General announcement Sales/Account team training; contract highlights including pricing schedule  <i>*All materials will be approved by CPC prior to disbursement</i>	Four Weeks	Vendor
<b>7. Management Strategies</b> Review kickoff and roll-out plan Discuss and establish target communication strategy	Eight Weeks	CPC & Vendor
<b>8. Semi-Annual Evaluation and/or Annual Evaluation</b>	6 months or 11 months	CPC

## General Terms & Conditions

Note, the Cooperative Purchasing Connection (CPC) may, from time to time, make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. Copies of the Terms and Conditions shall be provided to any individual or vendor. When responding to a solicitation, Vendors must certify that they have read the General Terms and Conditions and understand that they apply to all purchases of the resulting contract.

**Assignment:** Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation in the CPC consortium. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Vendor. The Vendor must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Vendor to make such connections should the Vendor want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

**Amendments:** This solicitation and the resulting contract shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the Parties hereto.

**Audit:** Under applicable law, the Vendor will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Vendor. The Vendor will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both CPC and the Vendor. CPC will require refunding of the agencies involved if any difference in price is found and will also require payment of any administrative fees due as a result of sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Vendor:** The company or companies chosen by CPC to provide goods and/or services to CPC participating agencies through the solicitation process.

**Awards:** Awards will be made with reasonable promptness and by written notice to the successful Vendor; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation, and may not be withdrawn during this period without the express permission of CPC.

1. Awards shall be made to the Vendor whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or the solicitation as a whole, at the option of CPC. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its best interests.
2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Vendor meet the requirements outlined in the proposal and specification, and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly

understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Vendor from fulfilling all requirements and conditions of the contract.

3. Qualified or conditional offers which impose limitations of the Vendor's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counter-offers by CPC shall not constitute a precedent that shall be considered to be binding on successive solicitations or procurements.

4. CPC reserves the right to determine the responsibility of any Vendor for a particular procurement.
5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Vendor specifically indicates otherwise in their response.
7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

**Byrd Anti-Lobbying Amendment:** If a project, as a result of this solicitation, is in excess of \$100,000, the Vendor certifies that it will not, and has not, used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Vendor will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. The Vendor will ensure compliance herewith by Seller's subcontractors.

**Collusion:** For the goods, services or public work specified under this solicitation, Vendor confirms that the offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive solicitation in connection with the above proposal, and that all statements contained within the offer are true and correct. Collusion between Vendors is a cause for rejection of those respondents involved.

**Confidential Information:** CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Vendor submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Vendor's designation of data as "proprietary and confidential," the vendor shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any vendor regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.



**Costs of Preparation:** All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Vendor. CPC will not reimburse any Vendor for such costs.

**Debarment and Suspension:** If within the past five (5) years, any Vendors that have been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state, or local government, the Vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the debarment or suspension, the duration of the debarment or suspension, and the relevant circumstances relating to the debarment or suspension. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract.

**Default Contract:** The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

**Defects:** All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end-users' expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

**Delivery:** Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear on the Vendor's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within five (5) calendar days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Vendor. No delivery charges shall be added to invoices except when authorized on the Purchase Order. All prices submitted are to be F.O.B. Destination, Freight Pre-Paid, and Allowed. Unless clearly stated otherwise by the respondent, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for many of CPC's commodity-based contracts. A Vendor does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Vendor to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

**Entire Agreement:** The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any vendor receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the participating agency. This shall bind the Vendor to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Vendor.
2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on CPC and may be disregarded.

3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
  - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
  - b. Extended upon written authorization of CPC and accepted by the Vendor, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
  - c. Canceled by CPC following other provisions stated herein.
4. It is mutually understood and agreed that the vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Vendor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Vendor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

**Federal Requirements:** The Vendor agrees, when working on any federally-assisted project with more than \$2,000.00 in labor costs for the construction, alteration, and/or repair, including painting and decorating, or a public building or public work, to comply with the Contract Work Hours and Safety Standards Act (40 USC) 3701 et seq.) and all applicable sections of the act and the Department of Labor’s supplemental regulations (29 CFR Parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (40 USC 3141), the Copeland “Anti-Kickback” Act (40 USC 3145 and USC 874) as supplemented in the Department of Labor regulation (29 CFR Part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor Regulations (41 CFR Part 60)).

In such projects, the Vendor agrees to post wage rates at the worksite and submit a copy of their payroll to the participating agency for their files. To comply with the Copeland Act, the Vendor must submit weekly payroll records to the participating agency. The Vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating agencies that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor. In projects that are not federally funded, the Vendor must agree to meet any federal, state, or local requirements as necessary. In compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this solicitation. The Vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

**Federal Uniform Guidance:** By entering into a contract, the Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq.

**Fiscal Year:** a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented because of force majeure. The term “force majeure” means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public

enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by a government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance under this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

**Governing Law:** This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hold Harmless:** All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

**Insurance:** The Vendor shall purchase, maintain and provide certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Vendor shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder". Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent to CPC upon coverage renewal. Respondents shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. The Vendor shall meet the following requirements:

1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
2. Automobile Liability: \$1,000,000 each occurrence
3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. The Vendor shall provide the COI with their submission.

**Leasing and Rental Agreements:** The Vendor may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Vendor and the participating agency. The Vendor agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Vendor should attempt to work with CPC's current leasing vendor. Note, the current leasing vendor may require a minimum purchase amount to begin the leasing process. Should the Vendor be required to utilize their own financial leasing company, this should be noted/requested as an exception.

**Marketing and Promotion:** Upon award and completion of the vendor orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership in its newsletters and will publish the contract and marketing information through hard copy marketing items (i.e. flyers, postcard) and electronic email. Contracts will also be promoted at applicable trade shows, conferences, and meetings regularly.

CPC may assist in the development of these materials if requested by the Vendor, but in all cases shall have the authority to review and approve any marketing materials. If a website is used, the link will be made available from the CPC and NDESC websites. Any web page or link, or other marketing tools shall be dedicated to CPC information only.

**Minority and Women-Owned Business:** CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Vendor agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the Vendor each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

**Non-Discrimination:** Any resulting contract for or on behalf of participating agencies, said Vendor agrees to:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
2. That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
3. That a violation of this section is a misdemeanor; and
4. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given, or (b) on the seventh (7<sup>th</sup>) day following the date such notice was posted, whichever occurs first.

**Ordering:** All orders will be executed by participating agencies, directly, with the Vendor. The Vendor will provide products and/or service(s) directly to the specified agency and invoice that agency directly. The Vendor may offer a variety of options for agencies to place orders. The Vendor will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.

**Patent Indemnification:** The Vendor agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.



**Participating Agency:** A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

**Party:** The name given to either organization who enters into a contractual agreement.

**Payment:** The participating agency using the contract agreement will make payments directly to the Vendor. Payment terms will be defined by the Vendor in their response. Vendors are encouraged to offer payment terms through procurement card (P Card) services, if applicable. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.

1. Where a question of quality is involved, payment in whole or part against which to chargeback any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
2. Payments for used portion of inferior delivery will be made by the participating agency on an adjusted price basis.

**Payment; Invoices:** The Vendor shall submit invoices to the participating agencies clearly stating "Per CPC Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Prompt Payment:** Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government bills.

**Protests:** All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Vendors who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Vendor will be borne to all costs, including CPC's legal fees. Protests shall include the following:

1. Name, address and telephone number of protester;
2. Original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
5. Any protest review and action shall be considered final with no further formalities being considered.

**Qualified Respondent:** A Vendor that has submitted a proposal meeting the due date and time of the solicitation and has submitted all of the requested documents in their entirety in their required format(s).

**Recalls:** The Vendor shall notify CPC and their participating agencies immediately of any product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

**Relationship of Parties:** No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Vendor is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

**Rights and Obligations Upon Termination:** Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Vendor must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Vendor unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, its structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Vendor will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Vendor or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

**Risk of Loss:** Regardless of F.O.B., the Vendor) agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Vendor from any obligation hereunder.

**Safety Data Sheet (SDS):** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state and local laws.

**Sales Representation and Marketing:** The Vendor agree(s) to provide identified sales/marketing representatives whom CPC can contact for sales and product information. The Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials, including, but not limited to:

1. Printed marketing materials;
2. Contract announcements and advertisements; and
3. On the Vendor's website.

**Sales Tax:** Sales and other taxes shall not be included in the prices quoted. The Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Vendor. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed

on another party as a result of or arising from the transactions contemplated by a Vendor resulting from this solicitation.

**Severability:** If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

**Substance Use and Conduct:** All Vendor partners and subcontractors must adhere to local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on a participating agencies' premises.

**Substitutions:** The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the particular specification prohibits substitution, vendors are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Vendor's letterhead attached to the pricing form. Vendors shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination:** In case of failure to deliver goods or provide services following the contract terms and conditions, CPC reserves the right to cancel and terminate any resulting contract, in part or whole, without penalty, whenever CPC determines that such termination is in the best interest of CPC and its participating agencies. CPC will give notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination becomes effective, giving thirty (30) calendar days' written notice to the Vendor. The participating agency will only be required to pay the Vendor for goods and services delivered before termination and not otherwise returned following the Vendor's return policy. If the participating agency has paid the Vendor for goods and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

Termination shall occur immediately upon any one of the following events with the Vendor:

1. Voluntary or involuntary bankruptcy or insolvency;
2. Failure to remedy a material breach to the terms and conditions of this solicitation;
3. Receipt of written information from any authorized agency finding activities the Vendor engaged in according to this solicitation to violate the law.

**Tri-State Area:** Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

**Value Added Attributes:** Attributes that a vendor can provide that assist in educating or providing additional service to CPC's participating agencies. This would include but is not limited to products/services, such as promotional items, participation in vendor shows, demonstration of products, training seminars, and the ability to integrate with CPC's Express online marketplace (if applicable).

**Vendor Orientation (CPC 101):** The Vendor and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Vendor and resellers/sub-contractors on the purpose and nature of CPC. The Vendor will not be marketed to participating agencies until they have completed the vendor orientation session.

**Waiver:** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 04/2020



## Vendor Questionnaire

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Vendor Questionnaire – Name of Company**”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements\\*](#)

## Company Information

Name of Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip code: \_\_\_\_\_

Website: \_\_\_\_\_

Phone: \_\_\_\_\_

**USAC Consultation  
Registration Number:** \_\_\_\_\_

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Marketing Manager			
Customer Service Manager			
Account Manager(s)			

List who will be responsible for receiving updated membership lists.

Name	Email	Phone

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone

Lisa who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone

Identify any business types/classifications that your company holds. **\*Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

## Qualifications & Experience *(200 points)*

**1. Provide a brief background of your organization, including the year it was founded, and how long your organization has been working with E-Rate (1-2 paragraphs max.).**

Click or tap here to enter text.

**2. Your company will be required to maintain an in-depth knowledge of the E-Rate application rules, contracting requirements, E-Rate products and services eligibility lists, etc., and provide E-Rate application services and technical support to participating agencies. Describe how your company meets and exceeds these requirements.**

Click or tap here to enter text.

**3. Describe what states your organization has current operations in, how many clients are served and staffing levels.**

Click or tap here to enter text.

**4. Describe how your company plans to handle participating agencies regarding workload capacity.**

Click or tap here to enter text.

**5. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).**

Click or tap here to enter text.

**6. Describe the number of agencies your organization, on average, provides E-Rate Consulting Services for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?**

Click or tap here to enter text.

**7. Provide a general narrative description of the services you are offering in your proposal.**

Click or tap here to enter text.

**8. Provide a general narrative description of your pricing model and identify how the model works per level of E-Rate service requested.**

Click or tap here to enter text.

**9. Describe your company's approach to determining the level of support needed by a school or library.**

Click or tap here to enter text.

**10. Provide an explanation of current methods of communication with the Schools and Libraries Division (SLD).**

Click or tap here to enter text.

**11. Describe how your company explains to schools and libraries how fund years' work, when the process starts, and how service agreements (i.e. payments) occur during those timeframes.**

Click or tap here to enter text.

**12. Outline your company's process for assisting clients through the E-Rate process. Include enrollment, managing timelines, deadlines, and communication with the client.**

Click or tap here to enter text.

**13. Describe your company's process for assisting clients with the procurement process as required by E-Rate; include details from start to finish.**

Click or tap here to enter text.

**14. Describe your company's background on filing for both Category 1 and Category 2.**

Click or tap here to enter text.

**15. Describe how your company determines how to maximize funding for both Category 1 and Category 2.**

Click or tap here to enter text.

**16. Describe your company's track record with the application process.**

Click or tap here to enter text.

**17. Describe your company's statistics on the success rate of applications.**

Click or tap here to enter text.

**18. Describe how your company supports clients through program integrity assurance (PIA) and program quality assurance (PQA) requests; providing requested documentation.**

Click or tap here to enter text.

**19. Describe how your company supports clients through an audit; providing requested documentation.**

Click or tap here to enter text.

**20. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

Click or tap here to enter text.

## Marketing & Partnership *(50 points)*

**1. Describe how your company markets directly to potential customers.**

Click or tap here to enter text.

**2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

Click or tap here to enter text.

**3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.**

Click or tap here to enter text.

**4. Describe how your company will position this contract to CPC's participating agencies if awarded.**

Click or tap here to enter text.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

Click or tap here to enter text.

**6. Is your organization able to service all areas within CPC's tri-state area?**

\_\_\_\_\_ *Yes*

\_\_\_\_\_ *No*

**If NO, explain why your organization is not able to service an area and/or state.**

Click or tap here to enter text.

**7. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?**

Click or tap here to enter text.

**8. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.**

Click or tap here to enter text.



**9. Describe any “added value” attributes being offered to CPC and its participating agencies when purchasing services through your company.**

Click or tap here to enter text.

**10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).**

Click or tap here to enter text.

## **Financials & Level of Support** (30 points)

**1. Describe how your organization works with agencies to determine payment terms.**

Click or tap here to enter text.

**2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card? Describe the fee charge, if applicable.**

Click or tap here to enter text.

**3. Indicate the level of support your company will offer on this contract category.**

- Pricing is the same as offered to individual education, government, and nonprofit agencies.  
 Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.  
 Pricing is better than what is offered to individual education, government, and nonprofit agencies.  
 Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.  
 Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

Click or tap here to enter text.

**4. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?**

*Yes*                       *No*

**If YES, list what Vendors/Contractors the company and or employees have affiliations with.**

Click or tap here to enter text.

**5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?**

*Yes*                       *No*

**If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.**

Click or tap here to enter text.

**6. Has your company been disbarred and or suspended in doing business within the United States?**

*Yes*                       *No*

**If YES, list what states, the reason for debarment and/or suspension and its effective dates.**

Click or tap here to enter text.

## Exceptions & Deviations (10 points)

**1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

**2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.**

**Respondents must include the following when requesting exceptions:**

- **RFP section number and page number**
- **Describe the exception**
- **Explanation of why this is an issue**
- **A proposed alternative to meet the needs of participating agencies and the cooperative**

Click or tap here to enter text.

## References

**Provide three (3) references that have purchased E-Rate Consulting Services from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. \*Note, please ensure your references are prepared to speak with a representative from CPC.**

**Reference #1 – School District Name**

**Service Level Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Reference #2 – School District Name**

**Service Level Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

**Reference #3 – Library Name**

**Service Level Purchased**

**Year of Purchase**

**Reference Contact**

**Phone**

**Email**

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A – Marketing Plan – Name of Company (20 points)**

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect

marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

**2. Exhibit B – Letter of Agency – Name of Company (10 points)**

Submit a sample Letter of Agency (LOA) with your submission. The LOA establishes that applicant entities have authorized the person identified in the letter to act on behalf of the school or library. The LOA is evidence that establishes the relationship between the authorized person executing any program forms, and the entities featured on those forms.

**3. Exhibit C – E-Rate Correspondence Sample – Name of Company (10 points)**

As outlined in the Technical Specifications, the Vendor must maintain a current understanding of E-Rate rules, periodically submitting a newsletter-type correspondence to participating agencies including immediate notification of any significant changes. Submit an example of a current or past correspondence notifying an agency of a significant change.

**4. Exhibit D – Letter/Line of Credit – Name of Company**

Attach a letter from a business' chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding five (5) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to determine the financial stability of the company.

## Vendor Forms & Signatures

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures – Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":**

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Solicitation Checklist](#)

# Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum Numbers Received** (check the box next to each addendum received):

- |                          |                |                          |                |
|--------------------------|----------------|--------------------------|----------------|
| <input type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 5 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

---

*Authorized Signature*

---

*Date*

**Acknowledgment:** I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

---

*Authorized Signature*

---

*Date*



## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

**Part I: Vendor**

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

<b>Business Name</b>		<b>Date</b>	
<b>Address</b>		<b>City, State, Zip</b>	
<b>Contact Person</b>		<b>Title</b>	
<b>Authorized Signature</b>		<b>Title</b>	
<b>Email</b>		<b>Phone</b>	

**Part II: CPC**

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

**Name Printed or Typed** \_\_\_\_\_

**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **Contract Number** \_\_\_\_\_

**Contract to Commence** \_\_\_\_\_

# Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

**Instructions:** When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

## 1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

## 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

## 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

#### **5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

**By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.**

<b>Vendor Certification (By Item)</b>	<b>Vendor Certification: YES, I agree or NO, I do NOT agree</b>	<b>Initial</b>
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

\_\_\_\_\_  
*Name of Business*

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name/Title*

\_\_\_\_\_  
*Date*



## Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

**Your organization's uploaded proposal should include the following submitted and correctly labeled documents:**

X	Document Title	How to be Submitted
	Performance Bond of \$2,500 (Copy)	Submit as PDF
	Pricing – Level 1 – Name of Company	Submit as PDF
	Pricing – Level 2 – Name of Company	Submit as PDF
	Vendor Questionnaire – Name of Company	Submit as PDF
	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
	Exhibit B – Letter of Agency (Sample) – Name of Company	Submit as PDF
	Exhibit C – E-Rate Correspondence (Sample) – Name of Company	Submit as PDF
	Exhibit D – Letter/Line of Credit – Name of Company	Submit as PDF
	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. <b>*Signatures Required</b>
	Certificate of Insurance – Name of Company	Submit as PDF
	Additional Information – as required <ul style="list-style-type: none"> <li>• Business Type Certificate (see Vendor Questionnaire)</li> </ul>	Submit as PDF

**IMPORTANT:** All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

---

Authorized Signature

---

Printed Name/Title

---

Date

**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Cc:** [Melissa Mattson](#)  
**Subject:** Addendum Release Successful on Bid RFP #21.2 - E-Rate Consultation Services  
**Date:** Wednesday, July 1, 2020 1:23:28 PM

---

Lisa M Truax:

Bid "RFP #21.2 - E-Rate Consultation Services"  
Status: Release Successful on Jun 15, 2020 8:32:38 AM MDT

You can check the released bid by going to the following address:  
<http://www.publicpurchase.com/gems/bid/bidView?bidId=127941>

If you have any questions regarding this bid, please contact our Customer Support Staff at [agency-support@publicpurchase.com](mailto:agency-support@publicpurchase.com)

Thank you for using Public Purchase.

MK= gkukp7XxFNQiK3/W8Rqzeg==

## Bid RFP #21.2 - E-Rate Consultation Services Addendum #1 - Addendum

Information Deleted: Deleted

Information Added: Added

Bid Type **RFP**  
 Bid Number **21.2**  
 Title **E-Rate Consultation Services**  
 Start Date **Jun 15, 2020 9:32:38 AM CDT**  
 End Date **Jul 15, 2020 10:00:00 AM CDT**  
 Agency **Cooperative Purchasing Connection**  
 Bid Contact **Lisa M Truax**  
 (218) 737-6535  
 ltruax@lcsc.org  
 1001 E. Mount Faith Avenue  
 Fergus Falls, MN 56537

### Description

**Scope of Work:** CPC is seeking to collaborate with an experienced vendor(s), equipped with the necessary resources and capabilities to provide E-Rate Consulting Services for K-12 and Public Libraries, herein participating agencies, at consortium level discounted pricing. Qualified Vendors are encouraged to submit a proposal for one or more of the following levels of service:

- Level 1: Full Comprehensive Consulting and Support Services.** The Vendor will manage and support all facets of the E-Rate program process in acting, guiding and advising on behalf of the participating agencies, including but not limited to all forms, applications, filings, reimbursements, and audits for both Category 1 and Category 2.
- Level 2: Consulting and Support Services related to E-Rate filings and audits for Category 1 and Category 2.** Level 2 consulting services shall include a menu of services as requested at any stage in the E-Rate process.

### Pre-Bid Conference

Date: Jun 29, 2020 10:00:00 AM CDT  
 Location: Non-Required Conference Call  
 Notes: A web conference will be held allowing Vendors to ask questions, concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded. To attend the conference call, visit:  
<https://us02web.zoom.us/j/85347704859?pwd=YSs4cWxaQzZua1J4OU11Y2tSd1VXUT09.>

- Dial-in Number: +1 312 626 6799 or +1 301 715 8592
- Meeting ID: 853 4770 4859
- Password: 6F4Q3T

No Attachments No Attachments

### Documents

Name	Posting Date	Acceptance
RFP #21.2 - E-Rate Consulting Services.pdf	Jun 15, 2020 8:50:18 AM CDT	Yes
RFP #21.2 - General Terms and Conditions.pdf	Jun 15, 2020 8:50:22 AM CDT	Yes
RFP #21.2 - Vendor Questionnaire.docx	Jun 15, 2020 8:50:27 AM CDT	Yes
RFP #21.2 - Vendor Forms & Signatures.pdf	Jun 15, 2020 8:50:33 AM CDT	Yes
RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.1	Jul 1, 2020 1:21:42 PM CDT	Yes

[Return to Bid](#)

**From:** [Public Purchase](#)  
**To:** [Lisa Truax](#)  
**Subject:** Public Purchase - RFP #21.2 - E-Rate Consultation Services Closed Notification  
**Date:** Wednesday, July 15, 2020 10:00:03 AM

---

Lisa M Truax:

The bid RFP #21.2 - E-Rate Consultation Services has closed on Jul 15, 2020 9:00:00 AM MDT

To see more details on this bid go to

<http://www.publicpurchase.com/gems/bid/bidView?bidId=127941>

Thank you for using Public Purchase.

MK= ShJMhinybImF4XdKegt5aA==

# Notifications Report

Agency

Cooperative Purchasing Connection

Bid Number

127941

Bid Title

E-Rate Consultation Services

Vendor Name	State	Invitation	Date	Email	Reason
ACT, Inc.	IA	Classification	2020-07-09 09:55:41	proposals@act.org	Bid Notification
Active Parenting Publishers Inc	GA	Classification	2020-06-15 08:48:06	sales@appatlanta.com	Bid Notification
Alice Training Institute	OH	Self Invited	2020-07-01 12:36:00	jwestfall@alicetraining.com	Addendum Notification
Cerebellum Corporation	CA	Classification	2020-06-15 08:48:06	brena@cerebellum.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2020-06-15 08:48:06	region1@cjisgroup.com	Bid Notification
CJIS GROUP LLC	FL	Classification	2020-07-01 12:36:00	region1@cjisgroup.com	Addendum Notification
Dakota Academic Consulting	SD	Classification	2020-06-15 13:06:00	bonnie@dacinc.com	Bid Notification
Dakota Academic Consulting	SD	Classification	2020-07-01 12:36:00	bonnie@dacinc.com	Addendum Notification
DeYoung Consulting Services, LLC	MN	Self Invited	2020-07-01 12:36:00	jonathan@deyoungconsultingservices.com	Addendum Notification
E-Rate Advantage LLC	NJ	Classification	2020-06-15 08:48:06	ben@erateadvantage.com	Bid Notification
E-Rate Advantage LLC	NJ	Classification	2020-07-01 12:36:00	ben@erateadvantage.com	Addendum Notification
E-rate Elite Services, Inc	MD	Classification	2020-06-15 08:48:06	dlenard@erateelite.com	Bid Notification
E-rate Elite Services, Inc	MD	Classification	2020-07-01 12:36:00	dlenard@erateelite.com	Addendum Notification
Edmentum	MN	Classification	2020-06-15 08:48:06	devon.davidson@edmentum.com	Bid Notification
Education Logistics, Inc.	MT	Self Invited	2020-07-01 12:36:00	rpf@edulog.com	Addendum Notification
Elementari, LLC	AZ	Classification	2020-06-15 08:48:06	nicole.kang@elementari.io	Bid Notification
Eligibility Tracking Calculators, LLC	TX	Classification	2020-06-15 08:48:06	sales@eligibilitytrackingcalculators.com	Bid Notification
Facility Engineering Associates, PC	VA	Self Invited	2020-07-01 12:36:00	stephanie.hill@feapc.com	Addendum Notification
Gaggle	IL	Classification	2020-06-15 08:48:06	jrobertson@gaggle.net	Bid Notification
Gaggle	IL	Classification	2020-07-01 12:36:00	jrobertson@gaggle.net	Addendum Notification
Hawaii Information Consortium, LLC	HI	Classification	2020-06-15 08:48:06	russell@egov.com	Bid Notification
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY	IL	Classification	2020-06-15 08:48:06	hnh.bids@hmhco.com	Bid Notification
Imagination Station (dba Istation)	TX	Classification	2020-06-15 08:48:06	proposals@istation.com	Bid Notification
Infinity Communications & Consulting Inc.	CA	Self Invited	2020-07-01 12:36:00	dwinchell@infinitycomm.com	Addendum Notification
Innovative Technical Consulting, Inc.	GA	Classification	2020-06-15 08:48:06	bids@itc-atlanta.com	Bid Notification
JFL Enterprises Inc.	NC	Classification	2020-06-15 08:48:06	marshall.ward@failurefree.com	Bid Notification
Kajeet, Inc.	VA	Classification	2020-06-15 08:48:06	mflood@kajeet.com	Bid Notification
Karen Lytle Sumpter - Consultant	OR	Classification	2020-06-15 08:48:06	alatea@gmail.com	Bid Notification
L&L Supplies	TX	Self Invited	2020-07-01 12:36:00	swalker8585@gmail.com	Addendum Notification
Lectorum Publications, Inc.	NJ	Classification	2020-06-15 08:48:06	arodriguez@lectorum.com	Bid Notification
MCD Solutions Inc.	MN	Classification	2020-06-15 08:48:06	jlee@mcdsolutions.biz	Bid Notification
MCPC, Inc	OH	Classification	2020-06-15 08:48:06	julie.bartone@mcpc.com	Bid Notification
Metaformers	VA	Classification	2020-06-15 08:48:06	sales@metaformers.com	Bid Notification
MGT of America Consulting, LLC	FL	Classification	2020-06-15 08:48:06	rcvrfp@mgtamer.com	Bid Notification
MGT of America Consulting, LLC	FL	Classification	2020-07-01 12:36:00	rcvrfp@mgtamer.com	Addendum Notification
Moss Adams LLP	WA	Classification	2020-06-15 08:48:06	MAAS.Sales@mossadams.com	Bid Notification
MSW Consultants, Inc.	CA	Classification	2020-06-15 08:48:06	dave@msw-consultants.com	Bid Notification
myON LLC	MN	Classification	2020-06-15 08:48:06	contracts@myON.com	Bid Notification
New Instruction, LLC	NJ	Classification	2020-06-15 08:48:06	maria@newinstruction.com	Bid Notification
North America Procurement Council	CO	Self Invited	2020-07-01 12:36:00	sourcemanagement@napc.me	Addendum Notification
Onvia	WA	Self Invited	2020-07-01 12:36:00	sourcemanagement2@onvia.com	Addendum Notification
Public Group	UT	Classification	2020-06-15 08:48:06	bids@thepublicgroup.com	Bid Notification
Renaissance Learning, Inc.	WI	Classification	2020-06-15 08:48:06	askproposals@renaissance.com	Bid Notification
RL CONSULTANTS, INC.	CA	Classification	2020-06-15 08:48:06	LIZ.RLCONSULTANTS@GMAIL.COM	Bid Notification
Royal Media Network Inc.	MD	Classification	2020-06-15 08:48:06	lorence@royalimagingssolutions.com	Bid Notification
SmartProcure	FL	Self Invited	2020-07-01 12:36:00	rbjornsson@smartprocure.us	Addendum Notification
Solix, Inc.	NJ	Classification	2020-06-22 21:27:03	Solutions@solixinc.com	Bid Notification
Solix, Inc.	NJ	Classification	2020-07-01 12:36:00	Solutions@solixinc.com	Addendum Notification
SWWC Service Cooperative	MN	Self Invited	2020-07-01 12:36:00	josh.sumption@swwc.org	Addendum Notification



Tel/Logic Inc.	NY	Classification	2020-06-17 16:06:01	jhimsworth@e-ratecentral.com	Bid Notification
Tel/Logic Inc.	NY	Classification	2020-07-01 12:36:00	jhimsworth@e-ratecentral.com	Addendum Notification
W. Oscar Neuhaus Memorial Foundation	TX	Classification	2020-06-15 08:48:06	lshepherd@neuhaus.org	Bid Notification
WestEd	CA	Classification	2020-06-15 08:48:06	staterfp@wested.org	Bid Notification
WestEd	CA	Classification	2020-07-01 12:36:00	staterfp@wested.org	Addendum Notification

# Access Report

Agency

Cooperative Purchasing Connection

Bid Number

21.2

Bid Title

E-Rate Consultation Services

Vendor Name	Accessed First Time	Most Recent Access	Documents	Most Recent Response Date
School Wholesale Supplies LLC	2020-07-06 02:16 AM CDT	2020-07-06 02:16 AM CDT		
eRate 360 Solutions, LLC	2020-07-13 08:24 PM CDT	2020-07-15 10:05 AM CDT	RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf	2020-07-15 09:59 AM CDT
E-rate Elite Services, Inc	2020-06-15 09:50 AM CDT	2020-07-15 10:05 AM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services.pdf	2020-07-15 09:35 AM CDT
CJIS GROUP, LLC	2020-06-16 01:53 PM CDT	2020-06-16 02:02 PM CDT		
DeYoung Consulting Services, LLC	2020-06-21 01:02 PM CDT	2020-06-21 01:03 PM CDT	RFP #21.2 - E-Rate Consulting Services.pdf	
E-Rate Advantage LLC	2020-06-15 09:48 AM CDT	2020-07-01 01:51 PM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services.pdf	
North America Procurement Council	2020-06-17 05:09 AM CDT	2020-07-02 05:19 AM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - E-Rate Consulting Services.pdf	
Education Logistics, Inc.	2020-06-18 01:24 PM CDT	2020-06-18 01:25 PM CDT	RFP #21.2 - E-Rate Consulting Services.pdf	
Gaggle	2020-06-15 03:36 PM CDT	2020-07-01 01:45 PM CDT	RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - E-Rate Consulting Services.pdf	
Dodge Data & Analytics	2020-06-15 12:23 PM CDT	2020-07-14 02:52 PM CDT		
L&L Supplies	2020-06-16 05:16 PM CDT	2020-06-21 08:08 PM CDT	RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services.pdf	
IMS	2020-06-18 05:43 AM CDT	2020-06-18 05:43 AM CDT		
Infinity Communications & Consulting Inc.	2020-06-16 11:10 AM CDT	2020-07-01 03:30 PM CDT	RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - E-Rate Consulting Services.pdf	
Solix, Inc.	2020-06-16 02:47 PM CDT	2020-07-15 09:54 AM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services.pdf	2020-07-15 09:52 AM CDT
SWWC Service Cooperative	2020-06-16 10:55 PM CDT	2020-07-14 03:35 PM CDT	RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - E-Rate Consulting Services.pdf	
Onvia	2020-06-15 01:38 PM CDT	2020-07-13 01:21 PM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - E-Rate Consulting Services.pdf RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - Vendor Forms & Signatures.pdf	
PowerSchool Group LLC	2020-06-16 06:36 AM CDT	2020-06-16 06:36 AM CDT		
SO	2020-06-15 05:29 PM CDT	2020-06-15 05:29 PM CDT		
SmartProcure	2020-06-16 07:19 AM CDT	2020-07-02 03:14 AM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services.pdf	

Zilo International Group LLC	2020-07-08 12:53 PM CDT	2020-07-08 12:53 PM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf	
Dakota Academic Consulting	2020-06-15 01:05 PM CDT	2020-07-09 10:33 AM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services.pdf	
Tel/Logic Inc.	2020-06-17 03:47 PM CDT	2020-07-15 09:45 AM CDT	RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - E-Rate Consulting Services.pdf	2020-07-15 09:42 AM CDT
Alice Training Institute	2020-06-17 08:32 AM CDT	2020-06-17 08:33 AM CDT	RFP #21.2 - E-Rate Consulting Services.pdf	
Facility Engineering Associates, PC	2020-06-17 06:58 AM CDT	2020-06-17 06:58 AM CDT	RFP #21.2 - E-Rate Consulting Services.pdf	
WestEd	2020-06-15 01:15 PM CDT	2020-06-15 01:23 PM CDT	RFP #21.2 - E-Rate Consulting Services.pdf	
Cengage Learning	2020-07-07 09:05 AM CDT	2020-07-07 09:43 AM CDT	RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf	
CJIS GROUP LLC	2020-06-16 07:00 AM CDT	2020-06-16 07:01 AM CDT	RFP #21.2 - E-Rate Consulting Services.pdf	
True North Consulting Group, LLC	2020-07-06 11:54 AM CDT	2020-07-06 11:56 AM CDT	RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services_Amended 7.1.2020.pdf	
MGT of America Consulting, LLC	2020-06-15 09:49 AM CDT	2020-06-15 09:50 AM CDT	RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf RFP #21.2 - E-Rate Consulting Services.pdf	
SGRisk, LLC	2020-06-22 07:27 AM CDT	2020-07-07 07:01 AM CDT		
Infinity Communications & Consulting, Inc.	2020-07-07 01:00 PM CDT	2020-07-15 09:58 AM CDT	RFP #21.2 - Vendor Forms & Signatures.pdf RFP #21.2 - Vendor Questionnaire.docx RFP #21.2 - General Terms and Conditions.pdf	2020-07-15 09:58 AM CDT

# Opening Record

**RFP #21.2 – E Rate Consulting Services**

**July 15, 2020**

**10:03 a.m. CT**

*Request for Proposal*

*Date*

*Time*

DocuSigned by:

*Lisa Truax*  
9AB8C88E0B9422...

DocuSigned by:

*Lori Mittelstadt*  
DD897E94AF8243D...

*Lisa Truax, Procurement Solutions Coordinator*

*Lori Mittelstadt, CPC Assistant*

<b>Company Responding</b>	<b>[E Rate 360 Solutions]</b>	<b>[E Rate Elite Services]</b>	<b>[Infinity Communication &amp; Consulting]</b>	<b>[Solix, Inc.]</b>	<b>[TelLogic, Inc.]</b>
<b>Copy of Bid Bond - \$2,500</b> Yes/No	Yes	Yes	No	Yes	Yes
<b>Certificate of Insurance</b> Yes/No	Yes	Yes	Yes	Yes	Yes
<b>Pricing – Solutions 1, 2 a/b, 3</b> Yes/No	Yes	Yes	Yes	Yes	Yes
<b>Vendor Forms &amp; Signatures</b> Yes/No	Yes	Yes	Yes	Yes	Yes
<b>Vendor Questionnaire</b> Yes/No	Yes	Yes	Yes	Yes	Yes
<b>Exhibit A – Marketing Plan</b> Yes/No	Yes	Yes	Yes	Yes	Yes
<b>Exhibit B – Letter /Line of Credit</b> Yes/No	Yes	Yes	Yes	Yes	Yes
<b>Additional Information</b>					
<b>Business Type Certificate</b> <i>If applicable, submit as PDF</i>	N/A	Yes	N/A	N/A	N/A
<b>Catalogs</b> <i>*PDF format, must include price list</i>					
<b>Other</b>					
<b>Qualified (Responsive) Respondent</b> Yes/No	Yes	Yes	No	Yes	Yes

**Cooperative Purchasing Connection**  
Tabulation Report RFP #21.2 - E-Rate Consultation  
Services  
Vendor: eRate 360 Solutions, LLC

**General Comments:**

**General Attachments:** Business Certificate - eRate 360 Solutions.pdf  
Business Certificate - eRate 360 Solutions.pdf  
Certificate of Insurance – eRate 360 Solutions.pdf  
Certificate of Insurance – eRate 360 Solutions.pdf  
Exhibit A - Marketing Plan eRate 360 Solutions.pdf  
Exhibit A - Marketing Plan eRate 360 Solutions.pdf  
Exhibit B – Letter of Agency (Sample) – eRate 360 Solutions.pdf  
Exhibit B – Letter of Agency (Sample) – eRate 360 Solutions.pdf  
Exhibit C – E-Rate Correspondence (Sample) – eRate 360.docx  
Exhibit C - E-Rate Correspondence (Sample) – eRate 360 Solutions.pdf  
Exhibit D - Letter Line of Credit - eRate 360 Solutions.pdf  
Letter of Credit e360.pdf  
Performance Bond of \$2,500 (Copy) - eRate 360 Solutions.pdf  
Performance Bond of \$2,500 (Copy) - eRate 360 Solutions.pdf  
Pricing – Level 1 – eRate 360 Solutions.pdf  
Pricing – Level 1 – eRate 360 Solutions.pdf  
Pricing – Level 2 – eRate 360 Solutions.pdf  
Pricing – Level 2 – eRate 360 Solutions.pdf  
Vendor Forms - Signatures – eRate 360 Solutions.pdf  
Vendor Forms - Signatures – eRate 360 Solutions.pdf  
Vendor Questionnaire - eRate 360 Solutions.pdf

Confidential





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Solutions Group PO Box 219 415 E. Commerce St Greenville AL 36037	<b>CONTACT NAME:</b> Suanne Lewis <b>PHONE (A/C, No, Ext):</b> (334) 382-0880 <b>E-MAIL ADDRESS:</b> slewis@InsuranceSolutionsGroup.com	<b>FAX (A/C, No):</b> (334) 382-0990	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> eRate 360 Solutions, LLC 1774 Taliaferro Trail Montgomery AL 36117	<b>INSURER A:</b> Burns & Wilcox		11000
	<b>INSURER B:</b> Sentinel Insurance Company		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: CL2051910471

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKLV2PEO000256	04/28/2020	04/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV2EUL103989	04/28/2020	04/28/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			MKLV2PEO000256	04/28/2020	04/28/2021	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage for Workers Compensation is limited to the provision of the Alabama Workers Compensation Law.

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Vendor Questionnaire

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements\\*](#)

## Company Information

**Name of Company:** eRate 360 Solutions, LLC

**Company Address:** 903 Swift Bear Street

**City, State, Zip code:** Henderson, NV 89002

**Website:** www.erate360.com

**Phone:** 888-535-7771

**USAC Consultation Registration Number:** 16048893

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
<b>General Manager</b>	Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 ext 100
<b>Contract Manager</b>	Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 ext 100
<b>Sales Manager</b>	Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 ext 100
<b>Marketing Manager</b>	Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 ext 100
<b>Customer Service Manager</b>	Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 ext 100
<b>Account Manager(s)</b>	Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 ext 100

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 x100

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 ext 100

Lisa who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Kasey Oakley	<a href="mailto:koakley@erate360.com">koakley@erate360.com</a>	888-535-7771 ext 100

Identify any business types/classifications that your company holds. **\*Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise

## Qualifications & Experience (200 points)

**1. Provide a brief background of your organization, including the year it was founded, and how long your organization has been working with E-Rate (1-2 paragraphs max.).**

eRate 360 Solutions LLC was formed by a team already experienced in providing E-rate consulting services in 2008. eRate 360 Solutions is a full-service E-Rate Consulting firm with the unique qualification that all of our compliance officers are former USAC employees. They have served in various roles within the Schools and Libraries Division of USAC, such as PIA Reviewers, Selective Reviewers and working the Appeals division.

**2. Your company will be required to maintain an in-depth knowledge of the E-Rate application rules, contracting requirements, E-Rate products and services eligibility lists, etc., and provide E-Rate application services and technical support to participating agencies. Describe how your company meets and exceeds these requirements.**

eRate 360 Solutions, LLC is an organizational member in the E-Rate Management Professionals Association (EMPA) which strives itself on keeping updated on all changes and processes within the E-Rate realm. Through our connections with the association we are able to see trending patterns within E-Rate through the collective knowledge of the group. With the new E-Rate Modernization we have been privileged to have FCC staff members on our conference calls to discuss the new Modernization Plans and to answer specific questions we have as to how the new rules will be implemented and the impact it will have on our clients.

**3. Describe what states your organization has current operations in, how many clients are served and staffing levels.**

eRate 360 Solutions has a national client-base in 30 states of over 165 school districts, individual schools, consortia and libraries that has been continually growing. We currently have seven (7) Compliance Officers, and three (3) admin and support staff, with the ability to add on more as we see fit.

**4. Describe how your company plans to handle participating agencies regarding workload capacity.**

eRate 360 Solutions ensures that our compliance officers are not overloaded and are able to adequately fit the needs of each and every client they have. In the past as we've grown and needed more staff to properly fit the needs of the number of clients we've had, we've had no issues finding and hiring extremely capable compliance officers.

**5. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).**

eRate 360 Solutions has a 95% retention rate and while we do go to technology shows to seek out new business, the majority of our new business comes from referrals.

**6. Describe the number of agencies your organization, on average, provides E-Rate Consulting Services for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?**

eRate 360 Solutions currently doesn't have any clients in those areas but has 11 school districts in Wisconsin that we provide E-Rate Consulting Services for. We're excited for the opportunity to reach out to these schools and provide our expertise to them.

**7. Provide a general narrative description of the services you are offering in your proposal.**

Our mission is to relieve the anxieties of the eRate program, navigate the E-rate application process and maximize your funding. eRate 360 Solutions is an E-rate savvy extension of your staff. Our compliance staff maintains a close working relationship with you, collects your information, updates you on all pertinent E-rate activity, and successfully completes the E-rate process. Back-up storage of your documentation is provided in accordance with FCC rules.

**8. Provide a general narrative description of your pricing model and identify how the model works per level of E-Rate service requested.**

Our pricing is either a percentage rate or flat fee annual rates and can be negotiated between eRate 360 and the Client. Flat fees are generally dependent on the number of 470/471s being filed and the types of services being requested. As there are many variables involved, flat fee pricing can only be determined after consultation with the district/cpc member. Percentage rates are determined by total funding amount and vary depending on the amount funded.

**9. Describe your company's approach to determining the level of support needed by a school or library.**

eRate 360 Solutions will meet with the appropriate staff to discuss their wants or needs for the school or library and where they currently are in order to determine the level of support needed to reach their E-Rate goals.

**10. Provide an explanation of current methods of communication with the Schools and Libraries Division (SLD).**

Current communication with USAC comes with our participation in meetings and teleconferences with the organization. Through our memberships within the SHLB and E-MPA organizations we are also provided contact with USAC. Obviously, our most direct route of contact is through the reviewers and case managers that we are in contact with on an almost daily basis on behalf of our clients. Also, because all of our compliance are former USAC employees, they still have personal connections within the organization that they remain in contact with outside of the office.

**11. Describe how your company explains to schools and libraries how fund years' work, when the process starts, and how service agreements (i.e. payments) occur during those timeframes.**

Our typical explanation of how the funding years work, is that at any given point you are juggling the filing for three funding years. You have the funding for the current school year you are in (486, SPI Forms, etc.) . You have the funding from the previous school year that has passed (BEAR forms), and you have the filing for the next school year (Form 470, 471). We tell our clients that having a plan in place makes the juggling of all this a little easier. Our services is to make sure that “all the balls remain in the air”, we handle all of the forms filing as well as make sure the client is aware of any deadlines or dates of concern. As far as payments on service agreements, we will explain the difference between using the BEAR form reimbursement method, versus the SPI form discount method. eRate 360 does not have a preference on which process the school chooses.

**12. Outline your company's process for assisting clients through the E-Rate process. Include enrollment, managing timelines, deadlines, and communication with the client.**

For ease of reference, we will start with the Form 470 process, realizing that eRate 360 will more than likely picking up clients that may be in a different phase of the E-Rate cycle to begin with.

Form 470 – Starts the first half of the school year (July – December) allowing the school to asses what their needs will be for the next year, and the ability to coordinate the procurement cycle with the filing of the Form 470.

Form 471 – January – March – eRate 360 submits the Form 471 on behalf of the school district.

PIA Review/FCDL – March – July – eRate 360 will answer any PIA questions on behalf of the district. Once a FCDL is issued, eRate 360 will file the form 486.

BEAR/SPI – eRate 360 will file the BEAR forms on behalf of the clients if they choose that method. If they choose SPI, eRate 360 will monitor the funding to make sure that the client is only being billed for their non-discounted portion.

**13. Describe your company's process for assisting clients with the procurement process as required by E-Rate; include details from start to finish.**

eRate 360 helps our clients with the procurement process to make sure that the district is aware of what items are and are not E-Rate eligible. We coordinate the posting of the Form 470 with the publishing of any outside RFPs posted by the district. We make sure that a full 28 day cycle has commenced before the client goes through the selection process. We will also make sure that all evaluation grids are compliance with USAC standards.

**14. Describe your company's background on filing for both Category 1 and Category 2.**

*eRate 360 has filed for approximately \$700 million dollars of funding in both Category 1 and Category 2 projects. Last year alone, eRate 360 filed for over \$70 million in funding for New York City Schools, including Category 1 and Category 2 projects. Because all of our compliance officers are former USAC employees, they know what to look for when filing so the process goes as smoothly as possible.*

**15. Describe how your company determines how to maximize funding for both Category 1 and Category 2.**

Determining maximizing funding can be done in a multiple ways. For category 1 services we will look at what the district has done and compare that to other districts within the state or nation and see if their levels of service are comparable. We can also use that information to make sure that they are getting the same levels or pricing from the same service providers. For Category 2 we will work with the district in letting them know what the district budget is, and how they would like to go about using the funds, (i.e. one big project, several small projects spread out over the five years, etc. )

**16. Describe your company's track record with the application process.**

Our biggest success story that shows our track record would have to start with the biggest school district in the country. eRate 360 was successful in filing both Category 1 and 2 applications for New York City DOE, and the first year filing, they were approved for over \$80 million in funding after being previously denied for the prior years before. In the five years since that eRate 360 has generated 100's of millions of dollars of funding commitments for that district alone.

**17. Describe your company's statistics on the success rate of applications.**

eRate 360 has a 100% success rate on committed FCDLS for category 1 applications, and a 94% success rate with category 2 funding. Mainly due to decrease student populations leading to budget overages.

**18. Describe how your company supports clients through program integrity assurance (PIA) and program quality assurance (PQA) requests; providing requested documentation.**

We serve as the primary point of contact for all PIA review questions. We will make sure to answer all the questions freeing up the clients to work on other projects. All of our compliance officers served as PIA reviewers, so they have in depth knowledge of what needs to be answered as well as how it needs to be answered to provide the smoothest review process as possible.

**19. Describe how your company supports clients through an audit; providing requested documentation.**

eRate 360 will help the clients come up with a plan of action for the audit. By making sure that all documents are digitized and easily accessible to the auditors. We will be on-site any time that USAC or an auditor is on-site to assist with answering any questions.

**20. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

eRate 360 will regularly audit its client list to make sure that all CPC clients are being properly identified on the monthly reports sent in to CPC. We will also make sure that all PO's are sent to CPC and regularly update our records to reflect the amounts received on the CPC monthly report.

## **Marketing & Partnership (50 points)**

**1. Describe how your company markets directly to potential customers.**

eRate 360 Solutions will attend tradeshow and email potential member districts for marketing.



**2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

eRate 360 Solutions has seen the most success from tradeshow attendance and meeting potential clients in that setting. We plan to continue that method if awarded this contract and hopefully be able to grow through shows, email marketing, and referrals.

**3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.**

eRate 360 Solutions has been attending tradeshows nationally since the company was started in 2008. Those tradeshows include: ISTE, Brainstorm K20 (WI), ALET (AL), TCEA (TX), CETPA (CA), FAEDS (FL), AASBO (AZ).

**4. Describe how your company will position this contract to CPC's participating agencies if awarded.**

All personnel will be required to view the CPC training online, if provided, or learn about the ways that we are allowed to promote to member agencies about our contracts.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

All sales personnel will be given the a bulletin explaining the process of the sales through CPC as well as what all is entailed with our services for participation agencies.

**6. Is your organization able to service all areas within CPC's tri-state area?**

*Yes*                       *No*

**If NO, explain why your organization is not able to service an area and/or state.**

Click or tap here to enter text.

**7. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?**

N/A

**8. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.**

We are on the Choice Partners Contract currently.

**9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.**

eRate 360 only has full service consulting, and knows only how to do our best with all clients. If a value-added service does come up, we will make sure that all CPC agencies are aware of this new service and how it will be added to their services.

**10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).**

None

## **Financials & Level of Support (30 points)**

**1. Describe how your organization works with agencies to determine payment terms.**

eRate 360 Solutions will negotiate with each individual agency to determine payment terms. Pricing is dependent on the number of 470/471s being filed and the types of services being requested. As there are many variables involved, pricing can only be determined after consultation with the district/member.

**2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card? Describe the fee charge, if applicable.**

Yes, no fee.

**3. Indicate the level of support your company will offer on this contract category.**

- Pricing is the same as offered to individual education, government, and nonprofit agencies.  
 Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.  
 Pricing is better than what is offered to individual education, government, and nonprofit agencies.  
 Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.  
 Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

Click or tap here to enter text.

**4. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?**

Yes  No

**If YES, list what Vendors/Contractors the company and or employees have affiliations with.**

Click or tap here to enter text.

**5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?**

Yes  No

**If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.**

Click or tap here to enter text.

**6. Has your company been disbarred and or suspended in doing business within the United States?**

Yes  No

**If YES, list what states, the reason for debarment and/or suspension and its effective dates.**

Click or tap here to enter text.

## Exceptions & Deviations (10 points)

**1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

No additional stipulations or requirements not covered.

**2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.**

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

No exceptions to RFP.

## References

Provide three (3) references that have purchased **E-Rate Consulting Services from your company within the last two (2) years**. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. \*Note, please ensure your references are prepared to speak with a representative from CPC.

<b>Reference #1 – School District Name</b>	Kimberly Area School District
<b>Service Level Purchased</b>	Full Service Cat 1 and Cat 2
<b>Year of Purchase</b>	FY21-Current
<b>Reference Contact</b>	Mike Burgess
<b>Phone</b>	920-788-7900 X 4143
<b>Email</b>	mburgess@kimberly.k12.wi.us

<b>Reference #2 – School District Name</b>	Lancaster Community Schools
<b>Service Level Purchased</b>	Full Service Cat 1 and Cat 2
<b>Year of Purchase</b>	FY22-Current
<b>Reference Contact</b>	Rob Wagner
<b>Phone</b>	603-723-2175
<b>Email</b>	wagnerr@lancaster.k12.wi.us

<b>Reference #3 – Library Name</b>	Omaha Public Library
<b>Service Level Purchased</b>	Full Service Cat 1 and Cat 2
<b>Year of Purchase</b>	FY18-Current
<b>Reference Contact</b>	Jason Goossen
<b>Phone</b>	402-444-4831
<b>Email</b>	jgoossen@omahalibrary.org

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A – Marketing Plan – Name of Company (20 points)**

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

**2. Exhibit B – Letter of Agency – Name of Company (10 points)**

Submit a sample Letter of Agency (LOA) with your submission. The LOA establishes that applicant entities have authorized the person identified in the letter to act on behalf of the school or library. The LOA is evidence that establishes the relationship between the authorized person executing any program forms, and the entities featured on those forms.

**3. Exhibit C – E-Rate Correspondence Sample – Name of Company (10 points)**

As outlined in the Technical Specifications, the Vendor must maintain a current understanding of E-Rate rules, periodically submitting a newsletter-type correspondence to participating agencies including immediate notification of any significant changes. Submit an example of a current or past correspondence notifying an agency of a significant change.

**4. Exhibit D – Letter/Line of Credit – Name of Company**

Attach a letter from a business' chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line

exceeding five (5) figures”). The Letter/Line of Credit will be deemed “Confidential”. This letter/line of credit is a requirement to determine the financial stability of the company.



eRate 360 Solutions, LLC  
903 Swift Bear Street  
Henderson, NV 89002  
(888) 535-7771p (888)569-3019 fax

## **Level 1 Pricing Schedule**

### **Flat Fee Annual Rate**

Flat fee annual rates can be negotiated between eRate 360 and the CPC Member or eRate 360. Flat fees are dependent on the number of 470/471s being filed and the types of services being requested. As there are many variables involved, flat fee pricing can only be determined after consultation with the district/CPC member.

All overhead costs including clerical support, supplies, and labor are including in the flat rate.

Any travel required by staff will be billed at a daily per diem rate for that organization's location as determined by the GSA.



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## **Level 2 Pricing Schedule**

### **Hourly Pricing**

Hourly services will be at a rate of \$125.00 an hour.

All overhead costs including clerical support, supplies, and labor are including in the flat rate.

Any travel required by staff will be billed at a daily per diem rate for that organization's location as determined by the GSA.



## Vendor Forms & Signatures

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures – Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":**

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Solicitation Checklist](#)

# Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum Numbers Received** (check the box next to each addendum received):

- |                                     |                |                          |                |
|-------------------------------------|----------------|--------------------------|----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 5 |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

---

*Authorized Signature*

7/14/2020

---

*Date*

**Acknowledgment:** I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

---

*Authorized Signature*

---

*Date*

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

**Part I: Vendor**

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

<b>Business Name</b>	eRate 360 Solutions, LLC	<b>Date</b>	7/14/2020
<b>Address</b>	903 Swift Bear Street	<b>City, State, Zip</b>	Henderson, NV 89002
<b>Contact Person</b>	Kasey Oakley	<b>Title</b>	Managing Partner
<b>Authorized Signature</b>		<b>Title</b>	Managing Partner
<b>Email</b>	koakley@erate360.com	<b>Phone</b>	888-535-7771 ext 100

**Part II: CPC**

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

**Name Printed or Typed** \_\_\_\_\_

**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **Contract Number** \_\_\_\_\_

**Contract to Commence** \_\_\_\_\_

# Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

**Instructions:** When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

## 1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

## 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

## 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of

“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

#### **5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).



By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

<b>Vendor Certification (By Item)</b>	<b>Vendor Certification:</b> YES, I agree or NO, I do NOT agree	<b>Initial</b>
1. Violation of Contract Terms and Conditions	YES	KO
2. Termination for Cause of Convenience	YES	KO
3. Equal Employment Opportunity	YES	KO
4. Davis-Bacon Act	YES	KO
5. Contract Work Hours and Safety Standards Act	YES	KO
6. Right to Inventions Made Under a Contract or Agreement	YES	KO
7. Clean Air Act and Federal Water Pollution Control Act	YES	KO
8. Debarment and Suspension	YES	KO
9. Byrd Anti-Lobbying Amendment	YES	KO
10. Procurement of Recovered Materials	YES	KO
11. Profit as a Separate Element of Price	YES	KO
12. General Compliance with Participating Agencies	YES	KO

**eRate 360 Solutions, LLC**

*Name of Business*

**Signature of Authorized Representative**

**Kasey Oakley**

*Printed Name/Title*

**7/14/2020**

*Date*

## Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

**Your organization's uploaded proposal should include the following submitted and correctly labeled documents:**

X	Document Title	How to be Submitted
X	Performance Bond of \$2,500 (Copy)	Submit as PDF
X	Pricing – Level 1 – Name of Company	Submit as PDF
X	Pricing – Level 2 – Name of Company	Submit as PDF
	Vendor Questionnaire – Name of Company	Submit as PDF
X	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
X	Exhibit B – Letter of Agency (Sample) – Name of Company	Submit as PDF
	Exhibit C – E-Rate Correspondence (Sample) – Name of Company	Submit as PDF
	Exhibit D – Letter/Line of Credit – Name of Company	Submit as PDF
X	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. <b>*Signatures Required</b>
X	Certificate of Insurance – Name of Company	Submit as PDF
X	Additional Information – as required <ul style="list-style-type: none"> <li>• Business Type Certificate (see Vendor Questionnaire)</li> </ul>	Submit as PDF

**IMPORTANT:** All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

---

Authorized Signature

Kasey Oakley

---

Printed Name/Title

7/14/2020

---

Date



eRate 360 Solutions, LLC  
903 Swift Bear Street  
Henderson, NV 89002  
(888) 535-7771p (888)569-3019 fax

## Marketing Plan

eRate 360 plans to market to the CPC schools by attending education technology conference as both attendees and sponsors. Our literature placed within our booth will make mention of the fact that we are on a CPC contract, and contain the contract number for reference. We will also send out occasional e-mails to those schools that inquire about our services, and mention that we are on a CPC contract of which they can procure our services through.

eRate360 can also provide a training for participating agencies on the E-Rate application process in order to that they can be in compliance with E-Rate program regulations. eRate 360 will provide training materials and advise on the bidding and vendor selection (procurement), form filing, accounting and deadlines. The training will also include an overview of the E-Rate program, a review of the service categories, and eligible services within those categories, responding to PIA reviews CIPA compliance and document retentions.

eRate 360 Solutions will attend the Fall USAC train the trainer workshops. At least two eRate 360 Compliance Officer is in attendance at the annual USAC/SLD training session and the entire Compliance Team continually monitor the SLD web site for updates and changes in the program.

eRate 360 attends tradeshow nationwide in which we reach out to potential clients. See below for our pamphlet that we have available to give out to anyone who is interested in learning more about how eRate 360 can provide consulting for their school or library.

# Letter of Agency

**School District**  
**Billed Entity Number: 0000000001**

## Letter of Agency For FY 24 (2021 - 2022)

I hereby authorize eRate 360 Solutions, LLC and its employees: Keith C. Oakley, Rich Larson, Carlos Alvarez, Matt Hetman, Fred Josephs, Bert Garofano, Carl Parker, Courtney Santiago, and John Harvey to submit FCC Form 470, FCC Form 471, and other E-rate forms; to submit various change applications such as SPIN changes and service substitutions; and to perform other actions appropriate to the E-rate process, to the Schools and Library Division of the Universal Service Administrative Company on behalf of **School District** for all eligible services outlined in the most current "Eligible Services List" published by USAC. I understand that, in submitting these forms on our behalf, you are making certifications for **School District**. By signing this Letter of Agency, I make the following certifications

- (a) I certify that **schools in our district** are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- (b) I certify that our **school district** has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- (c) I certify that our **school district** did not receive, either directly from a service provider listed on any FCC Form 471 filed by this Billed Entity for this funding year or through assistance from a service provider listed on any FCC Form 471 filed by this Billed Entity for this funding year, any of the funds to pay the non-discount share of the services requested through the FCC Form 471 process and to secure access to the resources necessary to make effective use of those discounts.
- (d) I certify that our school district is responsible for selecting the service provider(s) and that in exercising that responsibility has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements, and that our school district complies with them
- (e) I certify that the services the district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the FCC at 47 C.F.R. § 54.500(et seq.). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- (f) I certify that our **school district** has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- (g) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- (h) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services

receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

- (i) I certify that I am authorized to order E-rate eligible services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- (j) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- (k) I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this FCC Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- (l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to **eRate 360 Solutions, LLC** for E-rate submission is true.

District: School District

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_





## The eRate 360 Solution:

A Compliance Team of  
only former SLD Reviewers;  
Uniquely Qualified To  
Be In Your E-Rate Corner

eRate 360 Solutions has the unique advantage of understanding the E-Rate program from both "the inside" and as applicants. Each of one our compliance officers served as reviewers of funding requests and, in addition, held such positions as auditing applicants and preparing appeal documentation. Now as consultants to schools and libraries of all sizes we handle their E-Rate process from beginning to end.

## Not Getting Your "Bang For Your Buck"?

Are you receiving all of the E-Rate money you are entitled to? Did you leave E-Rate money from a prosier on the table? Call us for a free consultation to ensure you are getting all of your E-Rate dollars.

### Stuck in a Ball of Giant Red Tape?

Do you have headaches from juggling three funding years worth of E-Rate work at one time? We know that you already have to juggle an impossible load. At eRate 360 we will help you secure your funding while lightening that load, giving you more time to concentrate on your "real job".

### Are you on the Review Treadmill?

Do you keep getting major reviews and audits year after year? Do you have funding that has been seemingly stuck in limbo? With eRate 360 managing your E-Rate process, we'll help you get off the treadmill and onto the E-Rate fast track.

**CALL TODAY AT 888-535-7771**  
or visit us on the web  
[www.erate360.com](http://www.erate360.com)



is an



eRate 360 Solutions is a proud member of the E-Rate Management Professionals Association. ERate 360 believe in, and promotes, the mission and vision of the association.



eRate 360 Solutions has also gone through the vetting process and has been approved as one of three national E-Rate Consultants approved to be on MiCTA's national purchasing contract.







**eRate360™**

Call us Toll Free Today  
at 888-535-7771

Or visit us on the web:

[www.erate360.com](http://www.erate360.com)

With Three Locations:

903 Swift Bear St  
Henderson, NV 89002

322 Rout 46 West, Suite 280W  
Parsippany, NJ 07054

1774 Taliaferro Trail  
Montgomery, AL 36117



# eRate360™

## THE E-RATE PROGRAM:

**THE GOOD:** E-Rate provides much needed funding, crucial in this time of tightening budgets, soaring costs and new technology that your school or library needs.

**THE BAD:** A process filled with red tape, mind-boggling details and hidden pitfalls at every step.

**THE UGLY:** From start to finish it can take two or more years to receive each year's funding. This results in having to manage multiple funding years simultaneously

## THE SOLUTION:

At eRate 360 Solutions, our Compliance Team has unparalleled expertise in the e-rate process. EVERY Team member is a former reviewer, trained at the Schools & Libraries Division of USAC.

Our Team Members worked in:

- PIA Review
- Selective Review
- Audit Preparation
- Appeal Preparation



04/16/08

Taxpayer Identification# 262-256-040/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ERATE 360 SOLUTIONS LIMITED LIABILITY CO

ADDRESS:

903 SWIFT BEAR ST  
HENDERSON NV 89002

EFFECTIVE DATE:

04/15/08

TRADE NAME:

SEQUENCE NUMBER:

1403245

ISSUANCE DATE:

04/16/08



Director  
New Jersey Division of Revenue



**Cooperative Purchasing Connection**  
Tabulation Report RFP #21.2 - E-Rate Consultation  
Services  
Vendor: E-rate Elite Services, Inc

**General Comments:**

**General Attachments:** 2017 MBE Certification.pdf  
Bid-Bond\_Check\_E-Rate\_Elite.pdf **Confidential**  
Certificate of Insurance - E-Rate Elite Services, Inc..pdf  
Exhibit A - Marketing Plan - E-Rate Elite Services, Inc..pdf  
Exhibit B - LETTER OF AGENCY - E-Rate Elite Services, Inc..pdf  
Exhibit C - E-Rate Correspondence Sample - E-Rate Elite Services, Inc..pdf  
Exhibit D - Letter Line of Credit - E-Rate Elite Services, Inc..pdf **Confidential**  
Pricing - Level 1 - E-Rate Elite Services, Inc..pdf  
Pricing - Level 2 - E-Rate Elite Services, Inc..pdf  
RFP 21.2 - Vendor Questionnaire - E-Rate Elite Services, Inc..pdf  
Vendor Forms - Signatures - E-Rate Elite Services, Inc..pdf



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2020

PRODUCER

**MGS INC**  
 1866 E Reisterstown Road  
 Pikesville, MD 21208  
 (410) 602-7723

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED

**E-Rate Elite Services Inc.**  
 10989 Red Run Blvd., Suite 202  
 Owings Mills, MD 21117

INSURER A: **Nationwide Mutual Insurance Co**INSURER B: **Hiscox Insurance Company Inc.**INSURER C: **Hiscox Insurance Company Inc.**

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	ACP BPOF 5102987987	02/04/20	02/04/21	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
		AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		GARAGE LIABILITY				OTHER THAN EA ACC	\$
		<input type="checkbox"/> ANY AUTO				AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		OTHER				<b>Aggregate: \$1,000,000</b>	
		<b>PROF LIABILITY</b>	MPL2374182.19	10/18/2020	10/18/2021	<b>Each Claim: \$1,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD25(2009/01)

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The ACORD name and logo are registered marks of ACORD

## Vendor Questionnaire

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements\\*](#)

## Company Information

**Name of Company:** E-Rate Elite Services, Inc.

**Company Address:** 10989 Red Run Blvd, Suite 2020

**City, State, Zip code:** Owings Mills, MD 21117

**Website:** [www.erateelite.com](http://www.erateelite.com)

**Phone:** 410-902-5800 ext. 103

**USAC Consultation Registration Number:** 16024803

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
<b>General Manager</b>	Garnet Person	<a href="mailto:gperson@erateelite.com">gperson@erateelite.com</a>	410-902-5800
<b>Contract Manager</b>	David LeNard	<a href="mailto:dlenard@erateelite.com">dlenard@erateelite.com</a>	410-902-5800 ext. 103
<b>Sales Manager</b>	David LeNard	<a href="mailto:dlenard@erateelite.com">dlenard@erateelite.com</a>	410-902-5800 ext. 103
<b>Marketing Manager</b>	David LeNard	<a href="mailto:dlenard@erateelite.com">dlenard@erateelite.com</a>	410-902-5800 ext. 103
<b>Customer Service Manager</b>	Chris Lenhardt	<a href="mailto:clenhardt@erateelite.com">clenhardt@erateelite.com</a>	410-902-5800 ext. 102
<b>Account Manager(s)</b>	David LeNard	<a href="mailto:dlenard@erateelite.com">dlenard@erateelite.com</a>	410-902-5800 ext. 103

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
David LeNard	<a href="mailto:dlenard@erateelite.com">dlenard@erateelite.com</a>	410-902-5800 ext. 103

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
David LeNard	<a href="mailto:dlenard@erateelite.com">dlenard@erateelite.com</a>	410-902-5800 ext. 103

Lisa who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Chris Lenhardt	<a href="mailto:clenhardt@erateelite.com">clenhardt@erateelite.com</a>	410-902-5800 ext. 102

Identify any business types/classifications that your company holds. **\*Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
X	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise



## Qualifications & Experience (200 points)

### 1. Provide a brief background of your organization, including the year it was founded, and how long your organization has been working with E-Rate (1-2 paragraphs max.).

E-Rate Elite Services, Inc. (EES) is a Minority Certified E-Rate consulting firm established in 2001. EES has managed E-Rate funding and telecommunications audits in excess of \$800 million in 28 states. We have collaborated with many school districts, state agencies, schools, and libraries to assist with the E-Rate Application Process, including training, monitoring and evaluation with a focus on program compliance to maximizing E-Rate commitments and reimbursements

### 2. Your company will be required to maintain an in-depth knowledge of the E-Rate application rules, contracting requirements, E-Rate products and services eligibility lists, etc., and provide E-Rate application services and technical support to participating agencies. Describe how your company meets and exceeds these requirements.

EES staff has over 70 years combined E-Rate experience. Members of our staff have earned the following certifications: USAC Certified Final Reviewers, Certified Fraud Examiners (expired) and hold certificates in Project Management.

EES Staff attends all USAC training, USAC Board Meetings as well as additional technology training programs. Our team monitors Congressional and FCC communications for developments in the E-Rate field. EES can attend local and state meetings as needed.

### 3. Describe what states your organization has current operations in, how many clients are served and staffing levels.

E-Rate Elite Services, Inc. is currently managing the E-Rate Process for 96 applicants, including school districts, state agencies, schools, and libraries with 1,696 recipients of service, representing over 130 million dollars in Funding Requests for Funding Year 2019 and 2020 alone. These accounts are handled by four account managers, with additional clerical staff available.

**Garnet Person, Chief Executive Officer** (Principal) of E-Rate Elite Services, Inc. has a combined twenty-three (23) years of E-Rate compliance management, government telecommunications audits, accounting, project/program management, process improvement, procurement and contract review experience. A former Regional Manager with the Schools and Libraries Division Mr. Person has assisted in the development of the processes and procedures in which the E-Rate program operates. To facilitate E-Rate filing, Mr. Person has developed a series of processes, schedules and timelines that integrate each client's E-Rate application program. As CEO, he acts as audit manager for E-Rate compliance, telecommunication and recovery audits throughout the nation. Mr. Person provides risk assessment, management oversight, leadership and guidance in all areas of E-Rate filings, appeals and audit projects. Mr. Person has a Bachelor of Science in Accounting (Certified Public Accountant concentration) from Ramapo College and a Masters Certificate in Project Management from Villanova University. He also has additional relevant certifications as a Certified Final Reviewer for the Schools and Libraries Division; Forensic Accounting; Search and Seizure of Computers; and Series 7. For this engagement Mr. Person will serve as principal and executive point of contact and will be actively engaged in E-Rate program management, appeals and audits including overall quality assurance, customer satisfaction and recovery.

**Our Director of Client Operations, Chris Lenhardt**, joined EES in 2012 after 10 years of varying positions in USAC's Internal Audit Division. In this capacity, he was primarily responsible for performing and leading audits and specialized investigations of E-Rate program beneficiaries. These positions necessitated an in-depth knowledge of the E-Rate program rules and regulations; therefore perfectly positioning Mr. Lenhardt to assist our clients with program compliance. All USAC beneficiary audits required obtaining a detailed understanding of the applicant's internal controls pertaining to the E-Rate program. In addition to performing and/or leading audits of over 200 E-Rate program

beneficiaries and service providers during his 10 years at USAC, Mr. Lenhardt also acted a liaison to the external audit firms hired by USAC to perform "Improper Payment Information Act" (IPIA) audit, during which over 600 E-Rate beneficiary audits were performed. These experiences ensure that Mr. Lenhardt is able to adequately assess the current internal controls of our clients, and assist the district's to develop and implement stronger internal controls to improve compliance with E-Rate program rules and regulations. In 2008, Mr. Lenhardt was invited by USAC's Schools and Libraries Division (SLD) to conduct a training session on the audit process at the SLD's annual fall training sessions for applicants and service providers.

**Our Director of Sales, David LeNard**, joined E-rate Elite Services, Inc. in 2017 after 13 years in USAC's Schools and Libraries, Information Technology and Finance Divisions, and 5 years of Federal and State Universal Service Fund work for the third largest telecommunication company. At USAC Dave was responsible for assisting schools and libraries resolve outstanding problems with applications, invoicing and appeals as the Ombudsman, as well as identifying systemic issues for resolution. He was also responsible for developing and conducting the HATS (Helping Applicants to Succeed) outreach programs to schools and libraries, which guided schools and libraries through the application process. Dave is an experienced IT project manager directing the maintenance of legacy systems as well as the EPC system.

David holds a Bachelor of Science from Longwood College in Biology, with a focus on Education and a Certificate in Project Management from Georgetown University. He has also earned the designations Certified Fraud Examiner, from the ACFE and is a Certified Serum Product Owner.

**John Muhammad, Account Manager:** has a combined fourteen (14) years of PIA review and E-Rate consulting experience. In his role as a PIA Reviewer Mr. Muhammad was responsible for the review of E-Rate applications and working with applicants to ensure the submitted applications were compliance with the E-Rate program rules. As a Cost Effective Reviewer Mr. Muhammad was responsible for ensuring applicants were purchasing appropriate products for the school needs and at a fair price. These experiences ensure schools that Mr. Muhammad can provide outstanding service at gathering the information and documentation necessary to complete E-Rate program applications (Forms 470 and 471), drafting responses to SLD, PIA, and/or PQA requests, and reviewing bills and processing schools E-Rate reimbursements.

**4. Describe how your company plans to handle participating agencies regarding workload capacity.**

EES staff optimizes the use of technology to handle the application process for our clients. Each client will be assigned an Account Manager that will handle the application process from start to finish, all work is reviewed by the Director of Operations prior to submittal to USAC.

**5. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).**

EES is proud to maintain our customers year over year. Our clients are well aware of our strong service and dedication to getting the funding they deserve.

**6. Describe the number of agencies your organization, on average, provides E-Rate Consulting Services for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?**

EES is currently managing the E-Rate Process for 96 applicants and is providing E-Rate Consulting Services for 2 clients in CPC's tri-state area. EES has served St Mary's Elementary School in Morris, MN for the past 18 years since 2002, and has recently begun providing Appeal Support to Shiloh Christian School in North Dakota.

**7. Provide a general narrative description of the services you are offering in your proposal.**

A full-service contract for members includes an E-Rate strategic analysis, technical consultation, technology planning, discount assessment and bidding process review in addition to general application filing activities. For each filing year of our contract, we review, submit and follow each funding request through to completion which includes entering and tracking Forms 470 and 471, filing changes, SPIN requests, funding

commitments and related correspondence from the Schools and Libraries division (SLD). See the filing plan outlined below.

EES' offer included the following related services as specified in the contract proposal:

1. Schools and Libraries Division (SLD) Requests - EES staff will respond to all USAC-SLD requests for information or clarification for all RFP contract-funding years. All correspondence is digitally archived.
2. Funding Commitment Decision Packages - When funding commitments are published for the contract RFP, EES will send members a Funding Commitment Decision Letter Package that outlines all funding received by the district for the given Funding Year.
3. Form 486 - Timely filing of the Form 486, subsequent to an approved funding commitment decision
4. Form 472/ Form 500 – If needed, EES will file and follow-through Service Provider Changes, Service Substitutions, Service Certifications or Invoice Extension Requests. As a part of the EES E-Rate management service, we will facilitate all E-Rate related modifications, enhancements and/or corrections of any E-Rate form. EES will work directly with members's designee to ensure issues such as service substitutions, service provider changes and SLD inquiries are completed and submitted in a timely manner.

Additionally, our basic E-Rate program management services as are supplemented with additional services to include:

1. Signatory Authority: EES would maintain signatory accountability for members E-Rate form filings (except for Form 470), SLD requests and appeals. Each year our authorization is given via a Letter of Agency signed by the authorized members personnel.
2. Bidding and Procurement Processes: Guidance and review of the competitive bidding process to ensure contracts and purchasing are in accord with local, state and E-Rate procurement regulations. Services include: consultation on RFP development, evaluation criteria, Minority Business Enterprise (MBE) compliance, cost considerations and service provider selection.
3. Contract Review/Guidance: A post-bid evaluation review of contracts to ensure contracted rates are aligned with the vendor's bid and comply with all local, state and E-Rate procurement regulations and E-Rate eligibility of services.
4. Discount Calculations and Methodology Consulting: EES provides strategies for maximizing discounts for Priority Two funding. Using our internal database, EES compiles and calculates National Student Lunch Program (NSLP) discounts into a report comparing individual and grouped school discounts.
5. Service Provider Validation: Each vendor reviewed for compliance with E-Rate eligibility and certification, which verifies that the vendor is qualified to render the specified service according to the contract or bid.

6. Program Integrity Assurance (PIA) Review: EES will be listed as the contact on members' Form 471. This ensures that all PIA or Selective Review requests will be automatically directed to EES. These requests are automatically scanned and entered into a specialized program to track any related correspondence and to formulate an effective response within the 7 to 15 day deadline. EES will draft the response and provide members with periodic updates.
7. Invoice Reconciliation and Reimbursement: The review and validation of invoices for contracted/tariff rates, proper payment, actual services and billing credits. As noted under Form 486/Form 500 EES submits invoice deadline extension requests and other related correspondences to SLD. The account manager will also coordinate with the service providers to ensure receipt of properly discounted bills.
8. Record Retention: As required by SLD rules, EES retains client records for a minimum of ten years from the last date of service. All files (electronic and hard copy) are stored on-site on a secure network server and easily retrievable for reference or audit support. All network drives are backed up using Carbonite, which includes automatic cloud backup, encryption, ransomware recovery and other services. EES also recommends that members maintain their E-Rate records for the required minimum ten years.
9. Status Reports/Reports: EES provides personalized monthly updates for client funding requests. In addition to an account representative, members will be provided with E-Rate Pro, online E-Rate tracking program which provides secure 24-hour access to funding information from any location that has an Internet connection.

#### 470/471 Review & Submission

EES pricing for this service includes a review of contact and correspondence with both SLD and Program Integrity Assurance (PIA) as needed. When necessary we correspond with SLD directly via the E-Rate Productivity Center (EPC), telephone, email and fax. All correspondences received are automatically scanned into our database as part of our records retention system for each client. As noted above, we ask that members review and sign the prepared Form 470.

#### 470/471 Application Issues

This service is offered when EES has not filed the Form 470/471 and ESD members requests assistance and support for corresponding with the Schools and Libraries Division (SLD) of USAC. As noted under 470/471 review and submission, our correspondence with SLD is personal and direct utilizing EPC phone calls, email and fax as appropriate. All correspondences are electronically archived.

#### Contracts and Services Scheduling

If members prefers to file the Form 470 themselves, EES can contract to handle the Form 471 submission for services ordered. Under this RFP, this service would also include the development of a schedule for tracking service contracts to co-ordinate and terminate services in a timely manner.

#### NSLP Review and Support

Using our internal database, EES will compile and calculate National Student Lunch Program (NSLP) discounts for members into a report comparing individual and grouped school discounts. We provide strategic advisement on how to maximize the application of discounts for Priority Two funding. These reports are archived and act as valid supporting documentation in the event of an audit, question or appeal.

## General E-Rate Program Review and Guidance

EES can provide a complete review of and members current policies and methodologies with regards to maximizing their participation and success utilizing the E-Rate program. One of the key components of successful E-Rate applications is achieving and maintaining compliance. EES would work with members to ensure that good practices are in place to support funding requests.

## Contract Construction & Vendor Coordination

For this service, EES will support and guide members project leaders in contract development. Since some products and services are only eligible for E-Rate if they are unbundled or individually itemized, it is important that contracts be specific regarding invoicing details.

EES will support E-Rate project staff in addition to contacting and negotiating with vendors to facilitate E-Rate funding and disbursement.

## Funding Review and Audit

For specified years prior to contract period, EES would review all funding commitments and disbursements to verify that all committed funds were properly disbursed.

## Audit Support

Where there are outstanding appeals or subsequent audits for years prior to the contract period, EES may be contracted to handle the appeal or audit.

- **Audit Support:** Our Director of Client Operations, Chris Lenhardt, led USAC's Internal Audit Division's, School's and Library audit program. Our specialized audit representation package provides the following:
  1. 10 hours of audit support
  2. Research and response management
  3. Audit pre-screening and compliance review
  4. Accompanied site visits with auditors
  5. Invoice review and reconciliation
  6. A final audit report

## **8. Provide a general narrative description of your pricing model and identify how the model works per level of E-Rate service requested.**

EES Pricing Model is based on a percentage of dollars committed for the services requested. We also offer hourly rates for special projects.

## **9. Describe your company's approach to determining the level of support needed by a school or library.**

Dave LeNard will act as the senior account manager to actively assist members with the entire E-Rate process and advise on the installation and activation of products and services throughout the term of the contract period to maximize E-Rate dollars. The account manager will be responsible for developing a specific strategy plan for members, which integrates financial and technological goals for requested services with the E-Rate bidding and application process. This strategic plan includes coordinating, reviewing, and assessing technical plans with service providers and vendors, as needed.

## **Strategic Planning Meetings**

Strategic planning meetings chart the course for the year and provide a forum for members to openly discuss any concerns or challenges with the E-Rate program. We help you find the right combination of levers across the compliance landscape to help you meet both expanding expectations and budgetary constraints by moving to an intelligent E-Rate compliance operating model to assist you in achieving compliance, managing risk, and driving outcomes.

During these strategic sessions we will review programmatic changes and discuss their potential impact on members filings. EES has an extensive history of assisting applicants with large and complex filings. Early in the firm's history, EES secured in excess of \$100 million in E-Rate funding for the District of Columbia Public Schools. EES served as their E-Rate consultant and project manager for implementation. Our most challenging strategic E-rate project management engagement was the implementation of a wide area network for the District of Columbia Public Library. As you may imagine, the construction of a wide area network throughout the District of Columbia, required the collaboration of multiple local and federal agencies. While our largest E-rate dark fiber network projects are currently in progress in Baltimore City, Maryland and San Antonio, Texas. These are a few examples of the types of strategic E-Rate projects that EES has assisted clients in executing.

**Provide an explanation of current methods of communication with the Schools and Libraries Division (SLD).**

EES communicates with the Schools and Libraries Division (SLD) on a daily basis via phone, email and via the E-Rate Productivity Center (EPC.) Due to our staffs previous employment by USAC we have developed close relationships with SLD staff.

**10. Describe how your company explains to schools and libraries how fund years' work, when the process starts, and how service agreements (i.e. payments) occur during those timeframes.**

Through our monthly calls and strategic planning sessions we review the process from start to finish sharing our knowledge at the right time.

**11. Outline your company's process for assisting clients through the E-Rate process. Include enrollment, managing timelines, deadlines, and communication with the client.**

**August - October**

- Strategic Planning Session: EES will discuss budgets for the year, technology plans, goals and E-Rate program developments and changes (i.e. new E-Rate rules and FCC Orders). This meeting will provide EES with an understanding of the existing infrastructure, current budget, projects and status of and members' E-Rate program.

**August - November**

- RFP Planning Session: More detailed discussions surrounding potential Requests for Proposals (RFPs) and 470 related matters. Guidance will be provided as to evaluating proposed solutions for eligibility and funding probabilities to include discount calculations, current/expiring contracts and the Letter of Agency for signature authority.
- 470 Conference Call: To obtain information necessary for the construction of Form 470. The conference call will involve a detailed discussion between the account manager and the members representative with regard to the posting of RFPs and drafting the Form 470. EES constructs the Form 470 and contacts members via e-mail to review the 470 for approval and/or modifications. Once approved, EES will send a completed copy of the Form 470 to the members designated representative for final approval and signature. The form is entered and submitted by EES to SLD via the online filing system then digitally archived.
- National School Lunch Program (NSLP) Data: EES will forward a notification for entry of NSLP data into EES web portal, E-Rate Pro. EES will use this information to conduct a strategic analysis of the discount entitlement for the District and make recommendations for maximizing discounts where appropriate.



- Pre-Bid Meetings: EES will attend pre-bid meetings in person or via conference call, as required, to provide RFP and bidding guidance. At this time, EES places the focus on bidding compliance such that it will support and sustain funding requests. ***EES has no service provider engagements and thereby has no conflict of interest concerns with supporting members with all aspects of the E-Rate bidding process.***

### **October - February**

- 471 Planning Meeting: Discuss the service provider selected by members, costs and calculated discount level (the discount analysis will be completed by EES and available for discussion during the meeting). The EES account manager for members will utilize this time to ascertain needs and impart counsel relative to additional services and products that may be required because of the E-Rate eligible services and equipment with respect to governing program guidelines.
- Conference Call: Follow up to the Form 471 meeting to discuss and confirm costs and services for final construction of the Form 471.

471 Summary Review: The completed Form 471 is sent via email for any changes prior to approval and posting.

### **March – July**

- 471 Submission and PIA Review.

### **July – August**

- FCC Form 486 and Invoice submission.

### **Communications**

**E-Rate Elite Website:** Our website, [www.erateelite.com](http://www.erateelite.com), is a resource to our clients searching the World Wide Web for information on the E-Rate program and E-Rate consulting services. The site's homepage is updated weekly with E-Rate related news, press releases and essential E-Rate documents and publications. From the main menu bar, clients are able to log-in to E-Rate Pro. EES also maintains Twitter and Facebook links for E-Rate news and reminders.

**The Weekly Newsletter:** The E-Rate Elite Services, Inc. Weekly Newsletter is a weekly newsletter disseminated to our clients containing information on upcoming events, directives, deadlines and upcoming phone conferences. As with all of our services, this tool is open to feedback and suggestions.

**SLD Databases:** EES account managers often rely on the Schools and Libraries Division publicly available information to make determinations and provide advisement to our clients. All information within our internal and client databases is derived from SLD data sources. Additionally, we obtain and utilize other SLD information that is not publicly available, through a signed Letter of Agency, to ensure proper advisement to our clients.

**State Websites:** E-Rate Elite Services frequently uses state government hosted websites for general, RFP, contract and E-Rate information. Additionally, we collaborate with State E-Rate Coordinators to deliver our services and administer state contracts.

**12. Describe your company's process for assisting clients with the procurement process as required by E-Rate; include details from start to finish.**

For this service, EES will support and guide members project leaders in contract development. Since some products and services are only eligible for E-Rate if they are unbundled or individually itemized, it is important that contracts be specific regarding invoicing details.

EES will support E-Rate project staff in addition to contacting and negotiating with vendors to facilitate E-Rate funding and disbursement.

EES will guide the members through the FCC Form 470 and RFP process ensuring they are compliant with the rules.

**13. Describe your company's background on filing for both Category 1 and Category 2.**

EES has won more E-Rate funding for Mid-Atlantic Applicants than any other firm. We have saved districts millions of dollars through defense of Audits and Appeals that were previously mis-handled by other firms.

EES has managed E-Rate funding and telecommunications audits in excess of \$800 million in 28 states.

**14. Describe how your company determines how to maximize funding for both Category 1 and Category 2.**

We have collaborated with many school districts, state agencies, schools and libraries to assist with the E-Rate Application Process, including training, monitoring and evaluation with a focus on program compliance to maximizing E-Rate commitments and reimbursements.

EES will work with the members to information to conduct a strategic analysis of the discount entitlement for the member and make recommendations for maximizing discounts where appropriate.

EES provides strategies for maximizing discounts for Category Two funding, by analyzing each entities budget to maximize the request and reimbursement.

**15. Describe your company's track record with the application process.**

For nearly 20 years EES has successfully managed E-Rate funding and telecommunications audits in excess of \$800 million in 28 states. EES has never had an adverse audit opinion from the clients we represent over all these years.

**16. Describe your company's statistics on the success rate of applications.**

EES has a 100% success rate in the funding of our applicants, FRNs that were erroneously denied by USAC have been awarded funding by the FCC on appeal and waivers.

**17. Describe how your company supports clients through program integrity assurance (PIA) and program quality assurance (PQA) requests; providing requested documentation.**

**Program Integrity Assurance (PIA) Review:** EES will be listed as the contact on members Form 471. This ensures that all PIA or Selective Review requests will be automatically directed to EES. These requests are automatically scanned and entered into a specialized program to track any related correspondence and to formulate an effective response within the 7 to 15 day deadline. EES will draft the response and provide members with periodic updates.

When necessary we correspond with SLD directly via the E-Rate Productivity Center (EPC), telephone, email and fax. All correspondences received are automatically scanned into our database as part of our records retention system for each client.

**E-Rate Elite Services Main Database:** EES' internal database is used to track client E-Rate forms, processes, deadlines, correspondences to/from clients and the Schools and Libraries Division (SLD), PIA review requests, projects and funding information. The information stored in this database is secure and restricted to authorized EES employees.

**E-Rate Pro:** E-Rate Pro is our secure web-based client portal that enables client's 24-hour access to their E-Rate program information. The database is derived from EES' internal database and includes up-to-date funding information with a direct link to USAC's database, a document library, and funding reports. E-Rate Pro enables clients to enter their data electronically and to review NSLP, Block 2 and Block 3 figures by year

**18. Describe how your company supports clients through an audit; providing requested documentation.**

Audit support includes formal responses, document compilation; on-site representation and interview preparation along with a comprehensive review and reconciliation of billing, contracts, and procurement/purchasing procedures.

Our Director of Client Operations, Chris Lenhardt, led USAC's Internal Audit Division's, School's and Library audit program.

Audit Support: Our specialized audit representation package provides the following:

1. Ten weeks of audit support
2. Research and response management
3. Audit pre-screening and compliance review
4. Accompanied site visits with auditors
5. Invoice review and reconciliation
6. A final audit report

**19. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

EES conducts financial reviews with our outside Certified Public Accountant to assure compliance with all local, state and federal accounting rules. EES will incorporate any CPC requirements into the self-audit process.

## **Marketing & Partnership (50 points)**

**1. Describe how your company markets directly to potential customers.**

EES markets directly to potential customers via phone, email, web-based advertising and via conferences.

**2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

EES has developed marketing collateral to focus on the direct needs of applicants, be it full E-Rate Consulting Support, appeal support, or audit support.

**3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.**

EES has attended the Council of Great City Schools as well as USAC Board Meetings. EES uses these trade shows to reach out directly to applicants as well as develop relationships and increase knowledge of the changes in the E-Rate program.

**4. Describe how your company will position this contract to CPC's participating agencies if awarded.**

EES will market this contract directly to participating agencies with the CPC's review and support if awarded the contract. EES can attend CPC sponsored tradeshows, events and meetings to evangelize our services.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

EES will include our marketing personnel in the CPC training and share all details and promotion of the contract with the rest of our staff.

**6. Is your organization able to service all areas within CPC's tri-state area?**

  X   Yes                             No

If NO, explain why your organization is not able to service an area and/or state.

Click or tap here to enter text.

**7. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?**

EES is also a member of TIPS <https://www.tips-usa.com/> and Cooperative Educational Services (CES) [www.ces.org](http://www.ces.org)

**8. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.**

EES is also a member of TIPS <https://www.tips-usa.com/>, Cooperative Educational Services (CES) [www.ces.org](http://www.ces.org) and Mohave ESC <http://www.mesc.org/>

**9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.**

EES is the only firm where all staff is former USAC or Solix employees. EES staff have all been employed by USAC or Solix, the former third-party processors for USAC, as Auditors, PIA Managers, PIA Reviewers, Ombudsman, and other related rolls. We are uniquely qualified in program knowledge and experienced in all phases of the E-Rate process and training. We have presented both as USAC employees and consultants E-Rate training in group sessions, via video conference and one on one sessions.

**10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).**

St Mary's Elementary School in Morris, MN and Shiloh Christian School in North Dakota.

**Financials & Level of Support (30 points)**

**1. Describe how your organization works with agencies to determine payment terms.**

EES bills 50% upon submission of the FCC Form 471 and 50% upon issuance of the FCDL. Hourly services are billed monthly.

**2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card? Describe the fee charge, if applicable.**

EES will accept payment by procurement card. No, fee will be assessed.

**3. Indicate the level of support your company will offer on this contract category.**

- Pricing is the same as offered to individual education, government, and nonprofit agencies.
- X   Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
- X   Pricing is better than what is offered to individual education, government, and nonprofit agencies.
- Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
- Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

Click or tap here to enter text.

**4. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?**

\_\_\_\_\_ Yes                       X  No

If YES, list what Vendors/Contractors the company and or employees have affiliations with.

Click or tap here to enter text.

**5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?**

\_\_\_\_\_ Yes                       X  No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

Click or tap here to enter text.

**6. Has your company been disbarred and or suspended in doing business within the United States?**

\_\_\_\_\_ Yes                       X  No

If YES, list what states, the reason for debarment and/or suspension and its effective dates.

Click or tap here to enter text.

## Exceptions & Deviations (10 points)

**1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

N/A

**2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.**

Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

N/A

## References

Provide three (3) references that have purchased **E-Rate Consulting Services from your company within the last two (2) years**. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. \*Note, please ensure your references are prepared to speak with a representative from CPC.

Reference #1 – School District Name  
Service Level Purchased  
Year of Purchase  
Reference Contact  
Phone

ST MARY'S ELEMENTARY SCHOOL  
E-Rate Consulting Services  
2002  
Joe Ferriero  
320-589-1704

**Email**

principal@stmarysmorris.com

**Reference #2 – School District Name  
Service Level Purchased  
Year of Purchase  
Reference Contact  
Phone  
Email**

Lodi Unified School Distrit  
E-Rate Consulting Services, Audit Support  
2008  
Edith Holbert  
209-331-7962  
eholbert@lodiUSD.net

**Reference #3 – Library Name  
Service Level Purchased  
Year of Purchase  
Reference Contact  
Phone  
Email**

District of Columbia Public Library  
E-Rate Consulting Services  
2008  
Lami Aromire  
202-727-5725  
Lami.aromire@dc.gov

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

- 1. **Exhibit A – Marketing Plan – Name of Company (20 points)**  
Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor’s website.
- 2. **Exhibit B – Letter of Agency – Name of Company (10 points)**  
Submit a sample Letter of Agency (LOA) with your submission. The LOA establishes that applicant entities have authorized the person identified in the letter to act on behalf of the school or library. The LOA is evidence that establishes the relationship between the authorized person executing any program forms, and the entities featured on those forms.
- 3. **Exhibit C – E-Rate Correspondence Sample – Name of Company (10 points)**  
As outlined in the Technical Specifications, the Vendor must maintain a current understanding of E-Rate rules, periodically submitting a newsletter-type correspondence to participating agencies including immediate notification of any significant changes. Submit an example of a current or past correspondence notifying an agency of a significant change.
- 4. **Exhibit D – Letter/Line of Credit – Name of Company**  
Attach a letter from a business’ chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. “Credit in the low six (6) figures” or “a credit line exceeding five (5) figures”). The Letter/Line of Credit will be deemed “Confidential”. This letter/line of credit is a requirement to determine the financial stability of the company.



## Pricing - Level 1 – E-Rate Elite Services, Inc.

Service or Travel type or service component name	Description	Fixed, flat or Hourly Fee or other measurable Unit Cost	% Discount	CPC Price
E-Rate Consulting Services	Low Cost High Speed qualifying Internet Access	\$500.00 per site *	2.00%	\$490.00 per site.
E-Rate Consulting Services	Funding Requests less than \$50,000	7% of Commitments, \$2,000.00 minimum	2.00%	6.8% of Commitments, \$1,980.00 minimum
E-Rate Consulting Services	Funding Requests \$50,000 to \$249,000	6% of Commitments	2.00%	5.8% of Commitments
E-Rate Consulting Services	Funding Requests \$250,000 to \$499,999	5% of Commitments	2.00%	4.8% of Commitments
E-Rate Consulting Services	Funding Requests \$500,000 to \$999,999	4% of Commitments	2.00%	3.8% of Commitments
E-Rate Consulting Services	Funding Requests \$1,000,000 and above	3% of Commitments	2.00%	2.8% of Commitments
E-Rate Consulting Services	Hourly Consulting	\$150.00 per hour	2.00%	\$147.00 per hour
Pre-Approved Travel and Per Diem	necessary travel	at cost without markup, following the GSA Schedule	0.00%	at cost without markup, following the GSA Schedule
Project Management	Project Management	\$150.00 per hour	2.00%	\$147.00 per hour

\* Applicant must do SPI Billing, Applicants that choose BEAR billing will be billed at the hourly rate. Does not include Audit Support beyond PIA.



## Pricing - Level 2 – E-Rate Elite Services, Inc.

Service or Travel type or service component name	Description	Fixed, flat or Hourly Fee or other measurable Unit Cost	% Discount	CPC Price
E-Rate Consulting Services	Appeal / Waiver Support	\$500.00 per appeal and 7% of Revised Funding Commitment	2.00%	\$490.00 per appeal and 6.8 % of Revised Funding Commitment.
E-Rate Consulting Services	Appeal / Waiver Support Contingent *	30% of Revised Funding Commitment	2.00%	29.4% of Revised Funding Commitments
E-Rate Consulting Services	Hourly Consulting	\$150.00 per hour	2.00%	\$147.00 per hour
Pre-Approved Travel and Per Diem	necessary travel	at cost without markup, following the GSA Schedule	0.00%	at cost without markup, following the GSA Schedule
Project Management	Project Management	\$150.00 per hour	2.00%	\$147.00 per hour

\* E-Rate Elite Services, Inc. reserves the right to decline this services in the case of obvious irreconcilable rules violation.

## Vendor Forms & Signatures

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures – Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "**Vendor Forms & Signatures – Name of Company**":

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Solicitation Checklist](#)

## Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum Numbers Received** (check the box next to each addendum received):

Addendum No. 1

Addendum No. 5

Addendum No. 2

Addendum No. 6

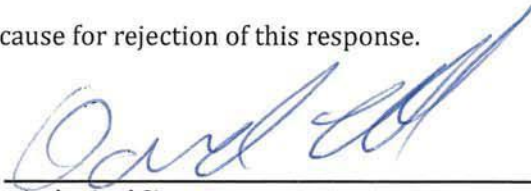
Addendum No. 3

Addendum No. 7

Addendum No. 4

Addendum No. 8

I understand that failure to confirm receipt of addenda may cause for rejection of this response.



\_\_\_\_\_  
*Authorized Signature*

7/15/2020

\_\_\_\_\_  
*Date*

**Acknowledgment:** I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

\_\_\_\_\_  
*Authorized Signature*

7/15/2020

\_\_\_\_\_  
*Date*



## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

**Part I: Vendor**

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

<b>Business Name</b>	E-Rate Elite Services, Inc.	<b>Date</b>	7/15/2020
<b>Address</b>	10989 Red Run Blvd. Suite 202	<b>City, State, Zip</b>	Owings Mills, MD 21117
<b>Contact Person</b>	David LeNard	<b>Title</b>	Director
<b>Authorized Signature</b>		<b>Title</b>	Director
<b>Email</b>	dlenard@erateelite.com	<b>Phone</b>	410-902-5800 ext. 103

**Part II: CPC**

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

**Name Printed or Typed** \_\_\_\_\_

**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **Contract Number** \_\_\_\_\_

**Contract to Commence** \_\_\_\_\_



# Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

**Instructions:** When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

## 1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

## 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

## 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of



“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

#### **5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.



## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

## **12. General Compliance with Participating Agencies**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By **initialing the table (1-12)** and **signing below**, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	Yes	DL
2. Termination for Cause of Convenience	Yes	DL
3. Equal Employment Opportunity	Yes	DL
4. Davis-Bacon Act	Yes	DL
5. Contract Work Hours and Safety Standards Act	Yes	DL
6. Right to Inventions Made Under a Contract or Agreement	Yes	DL
7. Clean Air Act and Federal Water Pollution Control Act	Yes	DL
8. Debarment and Suspension	Yes	DL
9. Byrd Anti-Lobbying Amendment	Yes	DL
10. Procurement of Recovered Materials	Yes	DL
11. Profit as a Separate Element of Price	Yes	DL
12. General Compliance with Participating Agencies	Yes	DL

E-Rate Elite Services, Inc.

Name of Business



Signature of Authorized Representative

David LeNard, Director

Printed Name/Title

7/15/2020

Date




## Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
X	Performance Bond of \$2,500 (Copy)	Submit as PDF
X	Pricing - Level 1 - Name of Company	Submit as PDF
X	Pricing - Level 2 - Name of Company	Submit as PDF
X	Vendor Questionnaire - Name of Company	Submit as PDF
X	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
X	Exhibit B - Letter of Agency (Sample) - Name of Company	Submit as PDF
X	Exhibit C - E-Rate Correspondence (Sample) - Name of Company	Submit as PDF
X	Exhibit D - Letter/Line of Credit - Name of Company	Submit as PDF
X	Vendor Forms & Signatures - Name of Company	Submit as one (1), single PDF. <b>*Signatures Required</b>
X	Certificate of Insurance - Name of Company	Submit as PDF
X	Additional Information - as required <ul style="list-style-type: none"> <li>• Business Type Certificate (see Vendor Questionnaire)</li> </ul>	Submit as PDF

**IMPORTANT:** All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

  
 \_\_\_\_\_  
 Authorized Signature

David LeNard, Director

Printed Name/Title

7/15/2020

Date



RFP 21.2

E-Rate Consulting Services  
Cooperative Purchasing Connection

Response Prepared by  
E-Rate Elite Services, Inc.

E-Rate Elite Services, Inc.  
10989 Red Run Boulevard, Suite 202  
Owings Mills, Maryland 21117  
Main: (410) 902-5800  
Fax: (410) 581-1209  
Tax ID: 52-2360341  
SDAT #: F06662480  
MD MBE Certification #: 03-019  
SLD Consultant Identification # 16024803



### **Marketing Plan**

E-Rate Elite Services, Inc. is prepared to begin marketing in coordination with CPC approved methods to reach-out to members via phone, e-mail and conferences to present our services to members.

Our camera ready graphics and contact information are available.

EES maintains our own website and are able to instantaneously update with current information including any CPC approved award messages and contact information.



Instructions: Review, copy and paste the text below onto your School District or School letterhead, sign and date, and return to E-Rate Elite Services, Inc.

---

# LETTER OF AGENCY

I hereby authorize E-Rate Elite Services, Inc. (EES) to submit FCC Form 470, FCC Form 471, and other related E-Rate forms and letters on behalf of **School or Library (Client)**, via the E-Rate Productivity Center (EPC) or other means, and to act as our agent on all matters related to the E-Rate program. This authorization includes E-Rate related correspondence with the Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD), the Federal Communications Commission (FCC), Service Providers, and State or local agencies as needed.

This Letter of Agency shall govern Funding Year(s) **2020, 2021 and 2022**.

I understand that in submitting these forms on our behalf, EES will be making certifications for Client. By signing this Letter of Agency, I certify that:

- (1) Client is eligible for E-Rate support because Client and all associated entities listed on the Form 471 meet the definition of Eligible Recipients pursuant to 47 C.F.R. §54.501.
- (2) Client has secured access to funds and resources to pay the discounted charges for eligible services during the current funding year and will pay the non-discounted portion of the goods and services to the service provider(s). Client has access to all of the resources needed to make effective use of the equipment and services funded by the E-Rate program including computers, training, software, internal connections, maintenance, and electrical capacity.
- (3) Client will review and carefully consider all bids submitted for E-Rate services, selecting the most cost-effective means of meeting educational needs and technology goals where price has been the primary factor considered.
- (4) Client will comply with all applicable federal, state and local laws regarding the procurement of the goods and services for which E-Rate support is being sought.
- (5) Client's entities, representatives or designated agents have not received anything of value or the promise of anything of value from a service provider or on behalf of a service provider, other than the services and equipment requested for E-Rate support.
- (6) Client will comply with all E-Rate program rules, including recordkeeping requirements, and acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments.
- (7) Client will procure signed contracts or other legally binding agreements that cover all goods and services requested for E-Rate support, except for those goods and services provided under non-contracted, tariffed or month-to-month arrangements.
- (8) Client acknowledges that failure to comply with E-Rate program rules could result in civil or criminal prosecution.
- (9) Client will ensure that the individual schools with shared services will receive appropriate shares of those services.
- (10) Client will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered.
- (11) Client will use all services and goods procured with E-Rate discounts solely for educational purposes and will not sell, resell, or transfer such purchases in consideration for money or any other thing of value, and that the disposal of any replaced or discarded equipment or goods will follow USAC guidelines and

regulations.

(12) Client agrees that in the event of any litigation, dispute, or contest arising from a breach of this or the consulting agreement, E-Rate Elite Services shall be entitled to recover from the Client all costs incurred in connection with such litigation, dispute or contest, including without limitation; attorneys' fees, legal fees, late fees and any additional fees incurred in association with such action. E-Rate Elite Services liability will be limited to the amount of any fees its due under this agreement.

I further certify that I am authorized to sign this letter of agency on behalf of Client and, to the best of my knowledge, believe that all information provided to be accurate and true.

Client:

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-Rate Elite Services

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**From:** E-Rate Elite Services, Inc.  
**Sent:** Friday, May 10, 2019 5:59 PM  
**To:** dlenard@erateelite.com  
**Subject:** Weekly E-Rate Newsletter

May 10, 2019



## Weekly Newsletter

---

### Funding Status

Funding Year (FY) 2019. USAC released FY2019 Wave 3 Funding Commitment Decision Letters (FCDLs) on May 9. As of May 9, FY2019 commitments total over \$669 million.

Wave	Date	Total Committed
001	04/27/2019	\$530,066,204.46
002	05/02/2019	\$69,654,843.02
003	05/09/2019	\$70,263,707.33
<b>Total</b>		<b>\$669,984,754.81</b>

### New Tool to Search for Your FCC Form 498 Status

USAC has created a new tool for applicants to check on the status of their FCC Form 498. You will find the [Search for 498 ID Status tool](#), under the **BENs, 498 IDs, and SPINs** section, on the [Tools page](#) within USAC's website.

To use the Search for 498 ID Status tool, enter your FCC Form 498 ID (498 ID) on the first page and click the **Search** button. Remember, your nine-digit 498 ID starting with "443-" was assigned during the FCC Form 498 filing process.

- If the status of your form is "Approved," USAC has reviewed and approved your documentation and FCC Forms 472, Billed Entity Applicant Reimbursement (BEAR) Forms, can be submitted to USAC.
- If the status of your Form is "Certified," check to make sure you have uploaded proof of your bank account. We have provided a link to submit that information if you have not already done so.

### Upcoming Events

[USAC Webinar on FCC Form 486 and CIPA](#)

On Wednesday, May 15, 2019, USAC is conducting a webinar on the FCC Form 486 and the Children's Internet Protection Act (CIPA). In this webinar, USAC will explain the purpose of the form, when to file the form, and the consequences of filing the form late. USAC will also cover CIPA compliance and the FCC Form 479 filing requirement for consortium members.

[Click here](#) to register.

E Rate Elite Services, Inc. | 10989 Red Run Blvd, Suite 202, Owings Mills, MD 21117

[Unsubscribe {recipient's email}](#)

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Sent by clenhardt@erateelite.com in collaboration with



Try email marketing for free today!



**Maryland Department of Transportation**  
The Secretary's Office

**Larry Hogan**  
Governor

**Boyd K. Rutherford**  
Lt. Governor

**Pete K. Rahn**  
Secretary

March 8, 2017

GARNET PERSON  
E-RATE ELITE SERVICES, INC.  
10989 RED RUN BOULEVARD, SUITE 202  
OWINGS MILLS, MD 21117

Re: ANNUAL REVIEW

Dear GARNET PERSON (cert # 03-019):

We are pleased to inform you that your company is eligible to continue participation in the programs and services on the attached Programs and Services List.

Your current certification status can be found in the Maryland Department of Transportation's (MDOT) Directory of certified firms available online at <http://mbe.mdot.state.md.us/directory>. MDOT's online Directory is the official record of your firm's certification status. It is important that you review the accuracy of your listing in the Directory.

If you wish to expand the area(s) of work for which your firm is currently certified, you may request an expansion of services. The application for an expansion of services can be found at <http://www.mdot.maryland.gov/Office of Minority Business Enterprise/ExpansionCover.html>. Please submit your expansion application to:

Maryland Department of Transportation  
Office of Minority Business Enterprise  
7201 Corporate Center Drive  
Hanover, MD 21076  
410-865-1309 (fax)

*Your firm must complete the annual review to maintain its certification. The OMBE will provide notification when it is time to begin the next annual review. If you have any questions regarding your certification status please contact the OMBE at 410-865-1269 or 1-800-544-6056.*

Please review the attached Minority Business Resources.

If you are not already registered with Maryland's Small Business Reserve Program and *eMarylandMarketplace*, I strongly encourage you to learn more about these programs and complete the free, online registration at your earliest convenience.

*The Governor's Office of Minority Affairs has oversight of the State's Minority Business Enterprise Program. They help small businesses compete with confidence in the public and private sectors. They will reach out to you via email and share information about educational and business development programs. Visit their website at [www.goma.maryland.gov](http://www.goma.maryland.gov) to access procurement forecasts and connect with a wide variety of small business resources.*

Sincerely,

Sabrina Bass  
Director, Office of Minority Business Enterprise  
March 8, 2017





**Maryland Department of Transportation**  
The Secretary's Office

**Larry Hogan**  
Governor

**Boyd K. Rutherford**  
Lt. Governor

**Pete K. Rahn**  
Secretary

E-RATE ELITE SERVICES, INC.  
10989 RED RUN BOULEVARD, SUITE 202  
OWINGS MILLS, MD 21117

CERTIFICATION NUMBER: 03-019

**PROGRAMS AND SERVICES LIST**

Your firm is currently certified in the below programs and services. If you have any questions or concerns regarding the below information please contact the Maryland Department of Transportation's Office of Minority Business Enterprise at 410-865-1269 or 1-800-544-6056.

**CERTIFICATION: MBE/DBE/SBE**  
**NAICS CODE: 541611**  
**SERVICE(S): ADMINISTRATIVE MANAGEMENT AND**  
**GENERAL MANAGEMENT CONSULTING**  
**SERVICES**

**CERTIFICATION: MBE/DBE/SBE**  
**NAICS CODE: 541613**  
**SERVICE(S): MARKETING CONSULTING SERVICES**

**Cooperative Purchasing Connection**  
Tabulation Report RFP #21.2 - E-Rate Consultation  
Services  
Vendor: Solix, Inc.

**General Comments:** We are pleased to present our proposal to support CPC and your members with E-rate consulting services. If you have any questions regarding our proposal, please contact Eric Seguin at 973-581-7676 or Eric.Seguin@solixinc.com. Thank you.

**General Attachments:** Certificate of Insurance - Solix.pdf  
Exhibit A - Marketing Plan - Solix.pdf  
Exhibit B - Letter of Agency (Sample) - Solix.pdf  
Exhibit C - E-Rate Correspondence (Sample) - Solix.pdf  
Exhibit D Letter-Line of Credit - Solix.pdf **Confidential**  
Performance Bond of \$2500 (Copy).pdf  
Pricing - Level 1 - Solix.pdf  
Pricing - Level 2 - Solix.pdf  
Vendor Forms - Signatures - Solix.pdf  
Vendor Questionnaire - Solix.pdf



## Vendor Questionnaire

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “***Vendor Questionnaire – Name of Company***”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements\\*](#)

## Company Information

**Name of Company:** Solix, Inc.

**Company Address:** 10 Lanidex Plaza West, Suite 300

**City, State, Zip code:** Parsippany, NJ 07054

**Website:** www.solix.com

**Phone:** 973-581-7676

**USAC Consultation Registration Number:** 17020245

**Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).**

	Name	Email	Phone
<b>General Manager</b>	Kevin Pollison	Kevin.Pollison@solixinc.com	973-581-5245
<b>Contract Manager</b>	Kevin Pollison	Kevin.Pollison@solixinc.com	973-581-5245
<b>Sales Manager</b>	Ivan Rushfield	Ivan.Rushfield@solixinc.com	973-581-5234
<b>Marketing Manager</b>	Kevin Pollison	Kevin.Pollison@solixinc.com	973-581-5245
<b>Customer Service Manager</b>	Pina Portanova	Pina.Portanova@solixinc.com	973-581-5016
<b>Account Manager(s)</b>	Ivan Rushfield	Ivan.Rushfield@solixinc.com	973-581-5234

**List who will be responsible for receiving updated membership lists.**

Name	Email	Phone
Ivan Rushfield	Ivan.Rushfield@solixinc.com	973-581-5234

**List who will be responsible for submitting sales reports and administrative fee payments every quarter.**

Name	Email	Phone
Timothy Basile	Timothy.Basile@solixinc.com	973-581-5238

**List who will be responsible for conducting audits as requested by CPC.**

Name	Email	Phone
Frank Jones	Frank.Jones@solixinc.com	973-581-5068

**Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see bid checklist).**

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise
	MWBE Minority Women-Owned Business Enterprise
	SBE Small Business Enterprise
	Other; list name:

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor
	VBE Veteran-Owned Business Enterprise
	WBE Woman-Owned Business Enterprise



## Qualifications & Experience (200 points)

### 1. Provide a brief background of your organization, including the year it was founded, and how long your organization has been working with E-Rate (1-2 paragraphs max.).

*Solix provides 100% U.S.-based consulting services that assist our customers with the recovery of federal funds. With deep knowledge and experience with the FCC program rules, we are uniquely qualified to assist CPC to maximize funding.*

Incorporated in 2000 in the State of Delaware, Solix, Inc. (Solix) is a privately-held, shareholder-owned corporation. With more than 500 employees and contractors, Solix is headquartered in Parsippany, NJ. Contact center services and operational support are provided from our locations in Charleston, IL and Killeen, TX. Our subsidiary, Sivic Solutions Group, LLC (SSG), is located in Utica, NY. SSG provides consulting, systems, and operations support and services to state and county health and human service agencies, juvenile justice agencies, and school districts across the United States.



*Figure 1: With four facilities in the U.S., Solix offers an agile, scalable, and flexible workforce that is focused on service delivery and customer satisfaction.*

A member of the Schools, Health, and Libraries Broadband Coalition (SHLB), Solix is the only E-rate consulting firm with 20 years of experience administering the FCC E-rate Program on behalf of USAC. As such, we have unparalleled insight into the program, including the FCC rules and guidelines; the filing processes; common and uncommon errors that delay funding; roadblocks that may slow the review and funding commitment; and best practices for every aspect of the E-rate Program application process. We provide the services and solutions to guide CPC through the complexities of the E-rate Program and application process to maximize your funding commitments and disbursements.

### 2. Your company will be required to maintain an in-depth knowledge of the E-Rate application rules, contracting requirements, E-Rate products and services eligibility lists, etc., and provide E-Rate application services and technical support to participating agencies. Describe how your company meets and exceeds these requirements.

Solix keeps abreast of E-rate application rules, contracting requirements, and product and service eligibility, so we are well prepared to provide E-rate application services and technical support to your participating

agencies. The E-rate Program and support for the FCC and USAC has always been a significant core of our business, and it remains so today. As a Consultant, we understand the importance of staying current with program rules and changes. We accomplish this by monitoring FCC rule changes, participating in organizations dedicated to E-rate advocacy, maintaining active communications with USAC, monitoring USAC board meetings, and keeping current with USAC training updates and USAC-sponsored webinars. We review daily USAC news updates as well as policy impacting events, and we create our own internal E-rate news brief to keep team members current with events or news that may impact the program or our clients.

*Solix specifically monitors for annual program changes, and quickly adjusts or modifies our internal processes and keep clients informed. We review rule changes and notices of proposed rule-making (NPRMs), EPC and legacy system changes, product and service eligibility changes, and more.*

All of our Consultants have been certified in E-rate processing; we maintain an active membership in SHLB and participate in the Consortium for School Networks (CoSN) to advocate on behalf of our clients. We have a long history with interpreting the program guidelines and rules, and understanding the effect of program changes on the applicants and the application process. We will advocate on behalf of CPC and your districts while bringing you the latest news and assisting you with navigating any potential impact to your filings. We are proactive in sharing new information with CPC through our e-news, webinars, blog postings, client meetings, training sessions, and discussions.

Solix is committed to ensuring that CPC has the information it needs to run an effective statewide E-rate Program.

**3. Describe what states your organization has current operations in, how many clients are served and staffing levels.**

Since January 2019, when our E-rate Consulting Practice was launched, Solix has signed more than 50 contracts with schools and libraries in multiple states throughout the U.S. to provide E-rate Consulting Services. Solix is a national business process solution provider with a primary focus on administering complex government programs. With more than 500 staff members nationwide, Solix is fortunate to be a valued partner for both public and private sector clients across the United States. The following provides a high-level view of our footprint of major client contracts.



- Monte Vista School District
- Holy Cross Elementary School
- Holy Family Catholic School
- Holy Trinity School
- Prince of Peace School
- St. Augustine School
- Schuyler County School District R1
- Xavier High School
- Jesuit Academy
- San Pasqual Valley USD
- Cotter Schools
- Algoma School District
- Diamond School District R4
- St. Joseph School
- California Crosspoint HS Academy
- Achievers Early College Prep Charter School
- Princeton Charter School
- St. Helen School
- Orlando Science Elementary School
- Orlando Science Middle High Charter School
- Osceola Science Charter School
- Seminole Science Charter School
- Servant 42 Inc.
- Sacred Heart School
- Monsignor Scanlan High School
- Father Gabriel High School
- MSAD 58
- Preston High School
- UCS of Central Florida
- Manilus-Pebble Hill School
- Adelphi Academy
- Aquinas High School

- New Mexico Public Libraries
- Immaculate Heart of Mary School
- DeKalb Public Library
- Manhattan Christian Academy
- Marburn Academy
- Galaxy Education Inc. dba Discovery Academy
- Long Island Hebrew Academy
- Riverdale School District
- New Mexico (PSFA)
- Park City Prep Charter School
- Elysian Charter School
- Theodore Roosevelt School

**4. Describe how your company plans to handle participating agencies regarding workload capacity.**

Our Consultants possess unsurpassed in-depth and hands-on program experience. Each member of our E-rate Consulting Team has completed annual training and certification for each year they worked on the program. The E-rate Consultants and Client Relations Managers named below are 100% dedicated to Solix' E-rate Consulting Practice, with each Consultant possessing a unique area of expertise. They work together to support our clients in maximizing their E-rate Program benefits.

In addition to the E-rate Consulting Team, Solix maintains many program experts on staff who are valuable resources to our E-rate Consultants and our clients to share their expertise and knowledge in responding to client inquiries. These resources will be engaged, as needed, to add value to the E-rate Consultant's assessment and evaluation of your application. Their experience includes service team, high-dollar applications, technology, financial analysis and budgeting, and competitive bidding.

We are confident in our abilities to handle participating agencies regarding workload capacity.

**5. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).**

Solix annually retains greater than 90% of its customer base. We are proud of our history with our clients and the longevity of our relationships, some spanning our 20-year history. The following provides a few examples of our long-term client relationships:

- Public Utility Commission of Texas (PUCT) USF (20 years);
- Arizona USF (20 years);
- PUCT Low-Income Discount Administrator (15+ years);
- Blue Cross Blue Shield of Alabama (10+ years); and
- Texas Health & Human Services Commission Specialized Telecommunications Assistance Program (STAP) (9 years).



**6. Describe the number of agencies your organization, on average, provides E-Rate Consulting Services for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?**

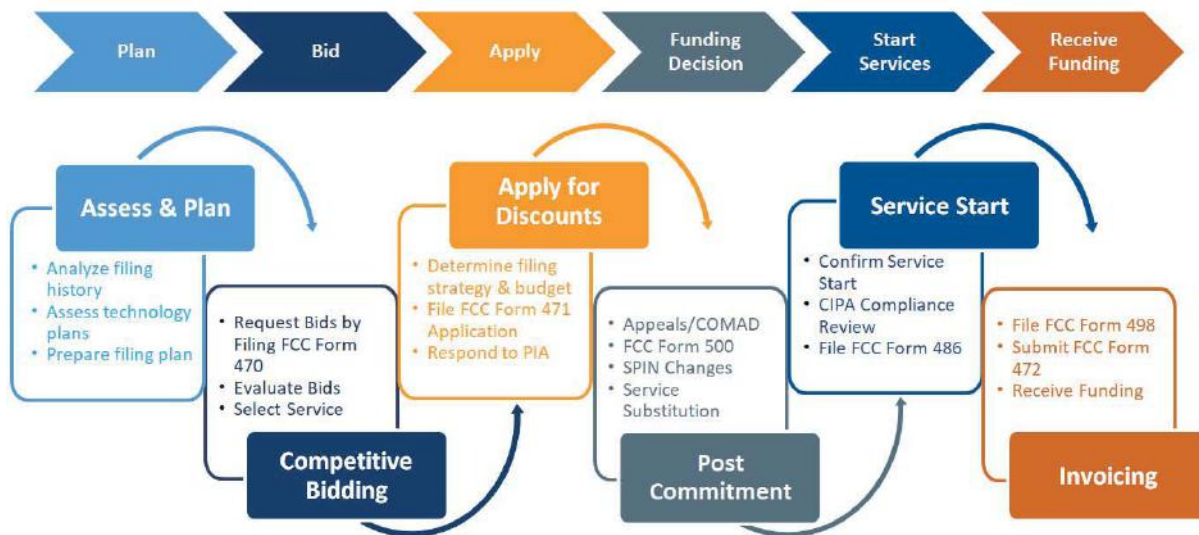
We currently provide E-rate consulting services for Cotter Schools in Winona, MN.

Additionally, our Rural Healthcare Consulting arm provides services to Sleepy Eye Medical Center, Northwestern Mental Health Center, and Warroad Senior Living Center in Minnesota, as well as Strasburg Care Center in North Dakota.

**7. Provide a general narrative description of the services you are offering in your proposal.**

Solix will manage and support all aspects of the E-rate Program on behalf of CPC, customizing our support and communications to CPC's specific needs. Solix will be available to represent CPC in all interactions with USAC or FCC, and act on your behalf to file and certify all forms and motions in a timely manner necessary to secure maximum funding.

As illustrated in the below *Figure 2: Solix E-rate Process Flow*, Solix will provide the following services including, but not limited to, assisting all entities that need to assess and plan, competitive bid, apply for discounts, and handle post-commitment process, service starts, and invoicing.



*Figure 2: Solix will manage the E-rate process on behalf of CPC at every step of the E-rate cycle.*

In addition to the above, Solix will provide training, tracking, and reporting on all aspects of the E-rate Program and CPC's standing and statuses within it. We will accomplish all stated phases beginning at the planning stage with understanding your needs for each filing year and multi-year forecasts and plans, and we will manage every aspect of the process through receipt of funding. As needed, we will provide support for any waivers, appeals, and audits. As part of our support services, CPC will have access to the tools and resources needed to maintain successful and compliant E-rate cycles year after year.

Solix understands the importance of maintaining communication with the CPC and ensuring you are informed regarding application status, including successes and any potential issues. Solix will actively participate in scheduled meetings with CPC. Most importantly, our Consulting Team is available to support your day-to-day requirements, answer questions as they arise, and work in collaboration with CPC toward expedient problem resolution.

## Assess and Plan



Program success begins with proper planning. As we collaboratively plan for each new funding year, your Solix E-rate Consulting Team will meet with CPC to gather information, review and assess historical funding requests, and discuss your technology plans and special education initiatives. This stage will lay the foundation for planning a successful E-rate filing that will best meet your needs. In addition to providing our clients with a timeline for all activities necessary for successful filing for the current funding year, the following are a few of the activities that CPC can expect will take place during the annual planning cycle to

assist in developing the most appropriate strategy for the upcoming E-rate year, as well as your long-term connectivity goals:

- Review changes to CPC’s technology plans, digital education initiatives, long-term connectivity goals, and device accessibility guidelines;
- Review past filing history, provide an assessment of any filing issues, and identify opportunities to improve funding outcomes or avoid funding delays;
- Review Category 2 budget and filing history to determine remaining fund availability and strategically take advantage of funding opportunities;
- Identify specific needs for Category 1 and Category 2 services; keeping in mind capacity planning and useful life of equipment;
- Review the enrollment and National School Lunch Program (NSLP) data currently listed in the EPC portal for all CPC schools and identify and submit necessary updates based on current enrollment;
- Review and communicate changes to eligible products and services;
- Identify and review any new or changed State procurement guidelines; and
- Discuss strategies for effective competitive bidding.

## Competitive Bidding



The competitive bidding process is intended to identify the most cost-effective solutions available. Evidence has shown that engaging in competitive bidding will drive costs down over time. Done well, a district should see that they are able to attain higher bandwidths for reduced costs. Too often schools do not effectively utilize the competitive bidding process, which can lead to higher than necessary prices or in some cases funding denials. Competitive bidding violations are one of the top five reasons for funding denials. Solix will provide competitive bidding support that begins with the planning stage by properly

identifying objectives and gathering necessary state procurement information, and ends with selecting vendors based on well-crafted evaluation criteria. The list below reflects our support for competitive bidding processes:

- Recommend strategies for competitive filing based on best practices;
- Provide guidance/review support for RFP documents to ensure program compliance/attention to strategy;

- Prepare and file the FCC Form 470;
- Perform all necessary actions to ensure compliant procurement processes including but not limited to:
  - Arrange and coordinate any procurement events needed (e.g. bidders conference);
  - Upload any and all changes to the procurement documents to EPC (e.g., questions and answers provided to various vendors during the questions timeframe to ensure all vendors have access to the same information);
  - Receive all bids and gather all documents;
  - Organize bids to facilitate easier evaluation by CPC; and
  - Provide CPC with all necessary tools to evaluate all bids and select a vendor.
- Provide all necessary tools to sign a compliant contract for services with each chosen vendor; and
- Communicate regularly and apprise CPC on items requiring CPC actions.

## Apply for Discounts

### Apply for Discounts

- Determine filing strategy & budget
- File FCC Form 471 Application
- Respond to PIA

Data supports that the earlier an application for discounts is filed, the more likely it will be processed earlier. Working with our clients to adequately prepare and file early will be built into the timelines distributed during our planning phase.

As a result of our unique history working with USAC to process and review all applications, Solix Consultants are well-versed in navigating through EPC and what may trigger applications for more extensive reviews that can lead to delays. Likewise, we are also knowledgeable about how applications can be best structured to maximize funding, and how to avoid common filing mistakes.

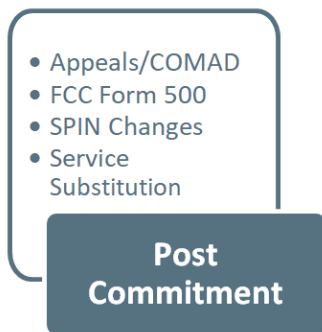
*As the team who wrote most of the PIA and Selective Review procedures, we are in a unique position to work on behalf of CPC to minimize issues, and resolve any PIA or selective reviews expeditiously.*

The following is what CPC can expect that the Solix Consulting Team will do at this stage:

- Ensure that compliant competitive bidding requirements will be satisfied prior to filing;
- Verify that all services are eligible for discounts;
- Structure each Form 471 in a way that allows for swift processing and avoidance of common issues that large applications may encounter;
- Manage all aspects of filing through the EPC interface;
- Respond to all PIA and SRIR inquiries;
- Apprise CPC of all questions received and the answers submitted; and
- Review all Funding Commitment Decision Letters (FCDLs) with CPC to plan for next steps.

***Solix is aware of all EPC system limitations as well as how to work around those limitations, especially for large applications such as those submitted on behalf of CPC.***

## Post-Commitment



Errors and changes are often inevitable in complex programs such as E-rate. Compounding these issues, systems that are not the most user-friendly or forgiving can result in problems that make filing change requests necessary. Since Solix' strategy is focused on good planning and we know the most common E-rate filing pitfalls, our goal will be to minimize the need or volume of post-commitment actions.

When called for, Solix will provide CPC full post-commitment support including, but not limited to, the actions listed below:

- Review all funding reductions or denials and file appeals as justified;
- File Form 500s based on recommendations to CPC to reduce or cancel commitments in cases where it is necessary to bring entities within the current year's allotted budget, or to simply reduce commitments that will not be used;
- File service substitutions and related inquires in cases where CPC may desire to switch products/services, and changes fall within allowable program parameters; and
- Submit necessary Service Provider Identification Number (SPIN) change requests (operational or corrective), when allowable under program rules, and address all associated correspondence.

During our tenure with the E-rate Program, Solix has processed more than 2,400 post-commitment forms annually and created the review process of these forms in EPC. This places us in the most unique position to ensure CPC's success in all of these processes, as we know what information will be needed for the Administrator to process these forms quickly.

## Service Start



Based on our experience with the E-rate Program, we have learned that late filings or not filing the appropriate form in the time between funding decisions and invoicing are the number one reasons for funding reductions. Confirming the service start date and Children's Internet Protection Act (CIPA) compliance is necessary prior to invoicing, as this provides USAC the ability to track the funding and make any adjustments based on service start dates, if needed. Solix understands the unique differences in service start date rules for categories of service and how to avoid common pitfalls. We are extremely well-versed in this

process, as our Consultants have reviewed more than 1,100 Form 486s annually.

When CPC is ready to start receiving the services funded by E-rate, CPC can expect the following from its Solix E-rate Consulting Team:

- Prior to the beginning of the funding year or service implementation date, once again review with CPC all funded services, anticipated and actual service start dates, and CIPA compliance components to start the next phase of the E-rate cycle;
- Review and confirm CIPA compliance certification components to identify any gaps and mitigate any risks;

- File Form 486 in EPC, confirming the receipt of services and stipulating CIPA certification;
- File all necessary forms with USAC to adjust the dates in the event of any delays in starting or implementing any services; and
- Use best practices developed over years of processing Form 486s to avoid issues that could lead to funding reductions or denials.

## Invoicing

- File FCC Form 498
- Submit FCC Form 472
- Receive Funding

### Invoicing

The invoicing process for E-rate can be tedious and time consuming. Solix possesses intimate knowledge of common invoicing issues, and how to proactively mitigate and resolve such issues. Solix will utilize this knowledge to secure, streamline, and automate CPC's invoice process.

It is important to note that USAC's invoice process is on the verge of major changes as this process is still currently administered in the USAC's legacy systems. When USAC decides to integrate this process into the EPC system, CPC will benefit greatly from having Solix as its partner in navigating USAC's new process.

Solix invoice services include the following activities:

- Prepare and file all necessary BEAR forms in order to seek reimbursements for discount amounts;
- Address all USAC documentation requests related to the submitted BEAR forms;
- Track committed amounts, disbursed funds, and the balance of funds remaining to be disbursed for all FRNs;
- Manage the end-to-end invoice process, working with CPC to verify that services have been delivered;
- Provide step-by-step guides and arrange for extended support to assist CPC with forms that must be completed; and
- Provide best practices and process for automation, where applicable to allow CPC's future administrative burden to be minimal.

***The Solix Difference:  
38,000 invoices  
reviewed annually***

## Other E-rate Processes and Solix Support

E-rate is an ongoing and ever-evolving process that changes with new FCC rules, and subsequent process and system changes. Solix will monitor for how these changes can impact CPC and work with you to maintain program compliance. We know that things may not always go as planned; therefore, Solix will also provide full support on all other processes as listed below (when needed):

- If CPC is selected for either a Payment Quality Assurance (PQA) or Beneficiary and Contributor Audits (BCAP) by the Schools and Library Division (SLD); Solix, as your partner, shall prepare answers to all questions and documentation to be submitted in order to comply with the audit.
- As the main contact, Solix will represent your interests in responding to questions/preparing for an audit.



- We will provide all documentation to the district prior to submission to USAC SLD.
- We will analyze the current process for documentation retention and implement additional best practices.
- We will analyze past years' funding commitments in order to identify the reasons for current delays, funding denials and reasons for denial, and strategize and utilize best practices to attempt to recover those funds.
- We will monitor each application with program deadlines for filing Form 470, Form 471, Form 486, and BEAR forms, and advise CPC of any pending deadlines.
- We will serve effectively as liaison with the FCC and SLD as unique problems and issues arise, in order to facilitate resolution of the problem or issue. Solix will maintain communication with the district to keep the district informed of all issues that are currently being discussed.
- We will maintain strict confidentiality with all materials and information obtained.

*With Solix providing a full-level of support and guidance, navigating the tedious E-rate processes, CPC's administration burden will be reduced, ensuring success year after year.*

**8. Provide a general narrative description of your pricing model and identify how the model works per level of E-Rate service requested.**

Solix' invoicing for E-rate Consulting Services will outline the applicable fee(s) based on the negotiated pricing model with the agency. Invoices with supporting documentation will be sent to the designated agency contact via email. The agency has the option of remitting a check or submitting payment via electronic funds transfer (EFT). Payment term is Net 30 days. Solix does not offer any payment discounts.

**9. Describe your company's approach to determining the level of support needed by a school or library.**

Solix considers the populations, needs, and costs of each school and library to determine the degree of support needed. Additionally, we assess how well clients may understand their technology situations to determine if they require additional technical support, beyond standard E-rate needs. Solix provides full E-rate support, from pre-commitment through post-commitment, to all of our clients regardless of size, and we scale our services to the comfort level and needs of each individual applicant.

**10. Provide an explanation of current methods of communication with the Schools and Libraries Division (SLD).**

As your E-rate Consultant, Solix is well-qualified to provide expert representation to CPC and act as the main point of contact for USAC to respond to any questions, resolve problems, track application statuses, and review responses. Solix understands the importance of ensuring efficient communication and resolution of problems to promote expeditious application processing.

Should a problem arise, Solix will contact USAC's Client Service Bureau and open a customer service case(s) in EPC on behalf of CPC. We monitor the status of application reviews and open cases to ensure the process moves forward. If at any time USAC is not responsive to CPC's needs, we will escalate the issue and ensure you remain apprised of the status. We will utilize all methods of addressing your concerns, whether over the phone with the Client Service Bureau, through EPC, or via additional channels.

With 20 years of experience as the Program Administrator, we continue to maintain multiple contacts with

USAC personnel, many of whom began their careers at Solix. It is not uncommon for Solix Consultants to contact former colleagues to inquire about situations regarding our clients and the overall Program.

**11. Describe how your company explains to schools and libraries how fund years' work, when the process starts, and how service agreements (i.e. payments) occur during those timeframes.**

*The members of Solix' E-Rate Consulting Team have extensive experience developing and operationalizing FCC and USAC orders and guidelines into comprehensive procedures and effective training modules. In addition, Solix has many years of experience developing and delivering valuable training regarding highly complex government programs to school districts across the United States.*

The Solix E-rate Consulting Team is highly-qualified to provide program training so that your schools and libraries can remain in the know about how fund years work, when the process starts, how payments occur during these timeframes, and more. Our Consultants have many years of experience developing and delivering training around the E-rate Program review and administrative processes, as well as experience supporting USAC in their training sessions to answer applicant inquiries. The Solix E-rate Consulting Team develops a proprietary training program, including training materials and interactive learning exercises.

**Solix has a successful history supporting USAC's E-rate training programs, and even provided process training directly to USAC.**

Drawing upon adult learning methods and training research, Solix has established successful training programs across projects that we support. At contract initiation, Solix will collaborate with CPC to customize a training program that meets your needs, including pre-training needs assessment, training plan development and implementation; training curriculum preparation and presentation; and post-training evaluation. We continually refine our training materials based on our experiences and client feedback. The below *Figure 3: Solix E-rate Training*, illustrates our comprehensive training modules that can be customized as needed to address the unique aspects of CPC's E-rate Program.



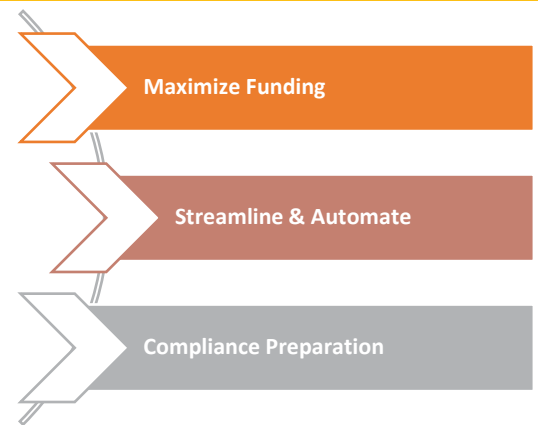
*Figure 3: Solix has developed comprehensive training modules that can be customized as needed to address the unique aspects of CPC's E-rate Program.*

Our interactive training approach is designed to keep the attendees engaged as active participants in learning. The formal classroom-style training is complemented with interspersed relevant exercises and activities that enhance the learning experience.

Our core training curriculum is organized into three major topic areas: (1) E-rate Program Overview; (2) E-rate Applicant Filing Processes; and (3) Change Management and Compliance Processes. During contract implementation, Solix will work with CPC to tailor our core training modules or develop new modules to address the unique aspects of CPC’s E-rate Program.

**12. Outline your company’s process for assisting clients through the E-Rate process. Include enrollment, managing timelines, deadlines, and communication with the client.**

We understand CPC desires a seamless and efficient transition of services. As such, Solix will provide assistance throughout the entire E-rate process. This includes enrollment, managing timelines and deadlines, and keeping you informed. Based on our many years of experience in providing consulting and process outsourcing services, Solix has developed a rapid implementation process that embraces a collaborative approach to working with our clients to set clear objectives and deliver quality services within the specified time frames. The timeline below illustrates the proposed schedule for the initial contract implementation and ongoing services.



Solix firmly believes in properly starting projects by collaborating with our client and establishing a trusted working relationship that addresses their needs. To support an effective project start-up, we will work with CPC to develop and implement a Project Management Work Plan aimed at maintaining high levels of service and quality throughout the project.

**Project Management Methodology**

Solix follows five key principles to successfully managing projects. This approach to project management is aligned with our values of integrity, innovation, teamwork and excellence.



Figure 4: Solix’ key principles for successful project management.

The key principles are summarized as follows:

- **Understand Client Expectations.** Immediately following award of a contract, Solix will meet with the CPC Management Team to understand its definition of project success, confirm the scope of work, establish project objectives, agree on the sequencing of tasks, and walk through a preliminary schedule of implementation.
- **Develop a Project Management Work Plan.** The Project Management Work Plan accurately captures CPC’s vision, mission, and objectives for the project, and provides a proven approach to executing the work to deliver the anticipated results. The Project Management Work Plan will be used by Solix and

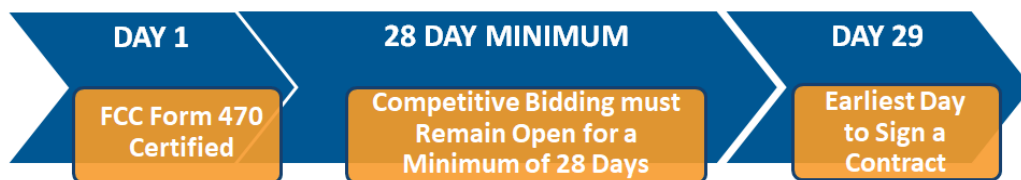
CPC to monitor risks and issue resolutions, start and finish dates, and status of activities, deliverables, and corresponding resource consumption for each deliverable.

- **Assign and commit the “right” professionals to the project.** We believe that Solix’ approach to identifying and mobilizing the right talent, with capabilities and experience aligned with the project, sets us apart. Solix is highly selective. We employ a team of E-rate Program experts with extensive experience managing the program, developing program training modules, and creating program processes. Our E-rate Consulting Team is established and ready to support CPC.
- **Communicate frequently with client about project status, issues, and concerns.** A project is a collaborative effort. As such, we will provide CPC with regular project status reports, and schedule regular cadence calls during which we can collaborate towards an efficient and seamless implementation.
- **Implement a rigorous Quality Control (QC) approach.** Because of the critical importance of relevant talent and experience, Solix spends significant time focusing on these key aspects of the team. At a logical midpoint or at the completion of each contract year, Solix will request that CPC provide formal feedback on Solix’ performance and real-time performance assessments that allow for timely adjustments.

Solix will use relevant industry standard project management control tools to bring together a high level of transparency, accountability, and organization to the program.

**13. Describe your company’s process for assisting clients with the procurement process as required by E-Rate; include details from start to finish.**

A successful FCC Form 471 filing requires advanced planning. Solix will provide CPC guidance on every aspect of the Form 471 filing from gathering all data needed to providing guidance on how to file step-by-step. Solix has acquired intimate knowledge on the best practices of filing the Form 471, and we will utilize this to guide CPC to file each application in the most efficient way to ensure faster processing. During our time as the Administrator, we have guided many applicants in completing their Form 471. Solix was relied on by USAC to guide any applicants that reached out to USAC seeking guidance on how to file their Form 471 and overcome any technical issues. With this experience and knowledge acquired, we will ensure CPC has a smooth and successful Form 471 filing experience.



*Figure 5: With careful planning and program management, Solix will assist CPC with ensuring compliance with the stringent Form 470 and competitive bidding timeline.*

Solix’ plan will be to create the Form 470 based on prior consultation with CPC no later than 90 days prior to the 471 window open to ensure the billed entity information is correct, enter appropriate nickname, and properly identify applicant type, number of eligible entities, and recipients of service. Solix’ E-rate Consultants have the experience and expertise to file the Form 470 and provide consultation on your RFPs, evaluation criteria, and service provider selection.

Solix will input our Consultant and contact information in EPC. Your Solix Consultant will select the proper category of service, enter proper service types, and upload any related RFPs related to those services. In an effort to increase the quality of bids, Solix will use best practices for providing potential bidders with

additional information on services within the narrative section. We will do all of the above, conduct a comprehensive review, and address the critical information to allow enough time for the form to be posted for a minimum of 28 days. When signatures and certification are provided by CPC, Solix will submit the form and review the associated receipt notification to review and advise CPC of the allowable contract date for the form, and address any needed modifications.

It has been Solix' experience with the E-rate Program that conducting a non-compliant bidding process is one of the top five reasons funding is denied. Therefore, maintaining compliant E-rate bidding practices is imperative to an applicant's ability to receive funding. Solix' E-rate Consultants provide reminders and assistance with Form 470 to encourage early filing, allowing ample time for bid evaluation and service provider selection. Early filing of Form 470 eases the filing of Form 471 once the window opens.

**14. Describe your company's background on filing for both Category 1 and Category 2.**

Solix has much experience filing for Category 1 and Category 2. During our tenure as the program Administrator, Solix processed more than 600,000 applications. We possess extensive and unique programmatic expertise that will allow us to review your filing processes with a fresh perspective and to recommend best practices for your E-rate Program. Our team of E-rate Consultants brings unprecedented experience and insight into the application filing and review processes to help you avoid common and uncommon pitfalls that can delay your receipt of funding.

Over the years, we assisted many state E-rate coordinators with filing their FCC forms in compliance with the program rules. With the implementation of EPC (E-rate Productivity Center), many applicants faced challenges with filing large complex applications, such as state-level applications. USAC depended upon Solix to assist state E-rate coordinators through successful filing, including: updating entity profiles; creating a new FCC Form 471 or restructuring a large application as needed; and prioritizing large consortia contracts. While serving as the application reviewers, we gained experience with identifying and correcting a broad range of filing errors. Leveraging this varied experience and system knowledge, we are uniquely positioned to assist CPC in the filing process in way that will maximize your funding and minimize delays.

**15. Describe how your company determines how to maximize funding for both Category 1 and Category 2.**

Whether it is for Category 1 or Category 2, it is imperative that CPC receives the highest amount possible from the E-rate Program in order to complete both its long- and short-term technology goals. Solix has unmatched experience working with the forms and documentation required to obtain maximal program benefits. Furthermore, Solix' unique experience has afforded our E-rate Consultants knowledge of expertise with every kind of documentation needed to support USAC's application review, and respond to inquiries. We have the unique ability to anticipate the information reviewers will request during the inquiry process. Our team will guide CPC through the entire E-rate process, guiding you through any issues or concerns, and we will ensure that all required documentation is available, complete, and accurate.

**16. Describe your company's track record with the application process.**

Solix has an outstanding track record for completing applications and obtaining funding. Year to date for the 2020 funding year, 100% of Solix' clients' committed applications have been funded, with only two cancelations, which did not result in lost funding. We are thorough in our preparation for each client, and ensuring program compliance by using all available information to provide a complete and accurate picture of every applicant, leading to a smoother USAC inquiry process. For our clients who have had problems



pre-dating our partnership, Solix diligently seeks all available funding through appeals and waivers, with multiple successes in those processes, as well.

**17. Describe your company's statistics on the success rate of applications.**

As previously noted, the 2020 funding year has seen 100% of all Solix' clients' committed applications funded, except two cancelations for ministerial and clerical reasons. Currently, we have 23 applications still in the review process and have no reason to believe that any of those would not be funded.

**18. Describe how your company supports clients through program integrity assurance (PIA) and program quality assurance (PQA) requests; providing requested documentation.**

Solix' goal will be to reduce the time CPC applications spend in review significantly by proactively guiding CPC on how to effectively respond to mitigate additional PIA and PQA review questions. Additionally, we will assist CPC in providing an appropriate level of detail regarding the services requested and the associated pricing. This approach should increase the likelihood that your application will be approved with minimal delay.

If CPC is chosen for Selective Review or any other Heightened Scrutiny Reviews, we will help CPC gather all documents required, and organize the response in a way that will make it easier for USAC to complete reviews expeditiously. Solix will identify which documents will be required to satisfy any inquiries. Because Solix has experience with the inquiry process as both the program Administrator and as the applicant, we have a strong understanding of the types of documents that USAC will require, and what they will consider acceptable. Therefore, we can move applications out of review more quickly and can advise CPC on what is needed to advance the process without guesswork or wasted time.

**19. Describe how your company supports clients through an audit; providing requested documentation.**

In the event that a member district is selected for a BCAP audit, Solix will guide the client at every step of the process and help respond to all USAC questions. Through our experience as the Administrator of the E-rate Program, we have been involved in taking corrective actions for all USAC audit findings. This places Solix in the most unique position to evaluate the district's forms and processes to proactively identify any issues that USAC may discover during their audit. Using this experience, we can also help the district implement best practices in their current structure.

Our experience with the E-rate Program procedures, methods, and parties involved allows us to provide our clients with unmatched E-rate consulting services during any and all audits by USAC and FCC.

**20. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

The Solix E-rate Consulting Team continuously reviews its current operations to ensure compliance with E-rate requirements and client needs. With larger clients such as CPC, meetings can be held as often as twice a week with the sole purpose of ensuring that all agreed-upon items are met, and expectations for customer service are exceeded. Furthermore, all applications and forms submitted undergo a quality assurance (QA) process so that any potential mistakes can be caught by our experienced on-staff reviewers before submission to USAC.

## Marketing & Partnership (50 points)

### 1. Describe how your company markets directly to potential customers.

Solix understands the importance of marketing to potential customers to promote and maximize E-rate Program participation. Our plan begins in the development stage as we coordinate with CPC, member districts, and their E-rate coordinators. With consideration of your business requirements and goals, we will organize a marketing campaign to generate interest in the E-rate Program among schools and libraries. The information disseminated will target board members, directors, principals and other key personnel. Our outreach will focus mainly on schools and libraries who do not participate in the E-rate Program to inform them of the benefits and successes other clients have had.

### 2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.

Solix has developed marketing collateral detailing the different levels of services that we provide. The materials include informational flyers, newsletters, press releases, and information cards. We have run e-mail campaigns covering a variety of services, from standard E-rate application filing, to focusing on Category 2 for states that have larger agencies addressing Category 1, to helping to address denials caused by filing issues. However, the majority of our marketing is done by phone, connecting on a personal level with each client and addressing the specific needs of each client. We intend to embrace all of these available options, utilizing detailed e-mail campaigns that speak to the needs of the tri-state area, as well as calling potential clients to discuss how we can help simplify the E-rate process in cooperation with CPC.

### 3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all conference tradeshows that your organization has attended in the last three (3) years.

Solix regularly participates in conference tradeshows and other training opportunities. We take advantage of available opportunities to favorably position our contracts and keep our E-rate Consultants apprised of program news and announcements. For example, Solix recently attended the National Charter School Conference 2019 in Las Vegas, where we gained new insight into the current challenges faced by schools and creative ways in which they are overcoming these challenges. We will bring the knowledge gained to CPC and your schools to assist you with maximizing the program benefits you receive.

Solix is committed to attending regional training sessions to remain abreast of the individual districts' E-rate initiatives. In addition, we will host training sessions targeted to member schools and libraries on how program changes will impact their programs. Solix can deliver on-site, pre-recorded, or even live webinar training modules for any schools and libraries interested in learning more about the E-rate Program.

Additionally, Solix attended the 2019 American Library Association Conference in Washington, DC; the 2019 National School Board Association conference in Philadelphia, PA; the 2019 National School Board Administrators Conference in Atlantic City, NJ; the 2019 Independent Charter School Symposium in Albuquerque, NM; and the 2020 Public Library Association Conference in Nashville, TN. As a result of the COVID-19 pandemic, Solix has not attended any other trade shows in the calendar year 2020, but hopes to return to these events once the pandemic is over, or virtually if given the option.

**4. Describe how your company will position this contract to CPC's participating agencies if awarded.**

Solix will position this contract as an opportunity for agencies and potential clients in the tri-state area to have their E-rate process managed by a Consultant that knows the process from the inside. Solix, in cooperation with the CPC, will provide an unparalleled service to remove the administrative burden of the E-rate process, allowing school officials to do the work that they were hired for, rather than additional bureaucratic tasks involving long hours of forms and document retention.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

The Solix E-rate Consulting Team will congregate and go over each step of the CPC contract, establishing a single point of contact and outlining the responsibilities of each team member. After detailing the requirements and promotion of the contract, the Client Relations Team will begin its campaign to reach CPC members to inform them of Solix' involvement, while the Operations Team will further modify our onboarding process to ease the clients' transitions to Solix' support, ensuring a seamless experience. We have a long and successful history of anticipating and adapting to evolving circumstances in service of our clients. We embrace the opportunity to support CPC members who are seeking E-rate funding for their mission-critical initiatives.

**6. Is your organization able to service all areas within CPC's tri-state area?**

*Yes*                       *No*

**If NO, explain why your organization is not able to service an area and/or state.**

Click or tap here to enter text.

**7. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?**

Solix has no other consortium contracts in the tri-state area at this time.

**8. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.**

Solix currently holds consulting contracts with Choice Partner, The Interlocal Purchasing System (TIPS), Goodbuy Cooperative, and Allied States Cooperative.

**9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.**

Solix has direct access to USAC's publicly available database from which we pull our clients' data for upload into Solix *Intuition* ("*Intuition*"), our Business Intelligence (BI) system. Through *Intuition*, Solix provides near real-time access to E-rate data and analytics. We compile this information into meaningful dynamic views that provide our clients year-over-year data and insights into trends. *Intuition* will allow us to analyze the client's program efficiency and trends to make predictions of future performance, as well as identify potential issues.

The below screenshots offer a sampling of the powerful data that is available to CPC members.

The **Program Dashboard** provides an overview of all Form 471 applications submitted, including requested and committed, as well as disbursed dollars with a breakdown by service category and product types, CPC’s commitment percentage, and fund disbursements. With this data, we can perform detailed analysis of your program history, identify ways in which we can assist you with recovering committed funds, and implement program improvements for future E-rate filings.

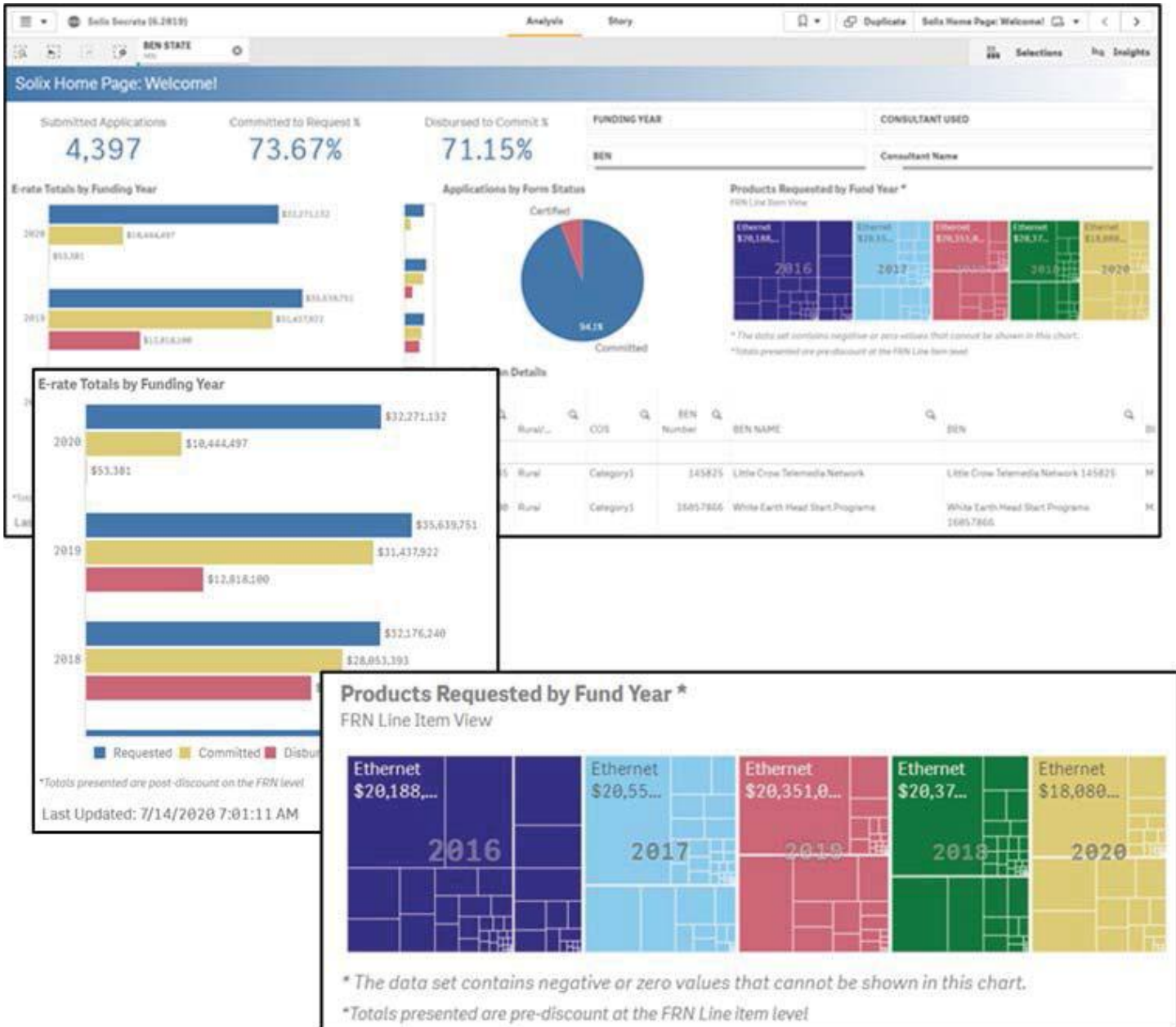


Figure 7: Commitment Dashboard offers a view of funds requested versus committed in each wave.

**Funding Request Number (FRN) Details** provides detailed application status, including the number of applications committed and the number pending receipt of additional information. User-friendly access allows easy screen manipulation, and the FRN details can be exported to Microsoft Excel for more detailed line item information, including service provider, narrative of the FRN, and service type.

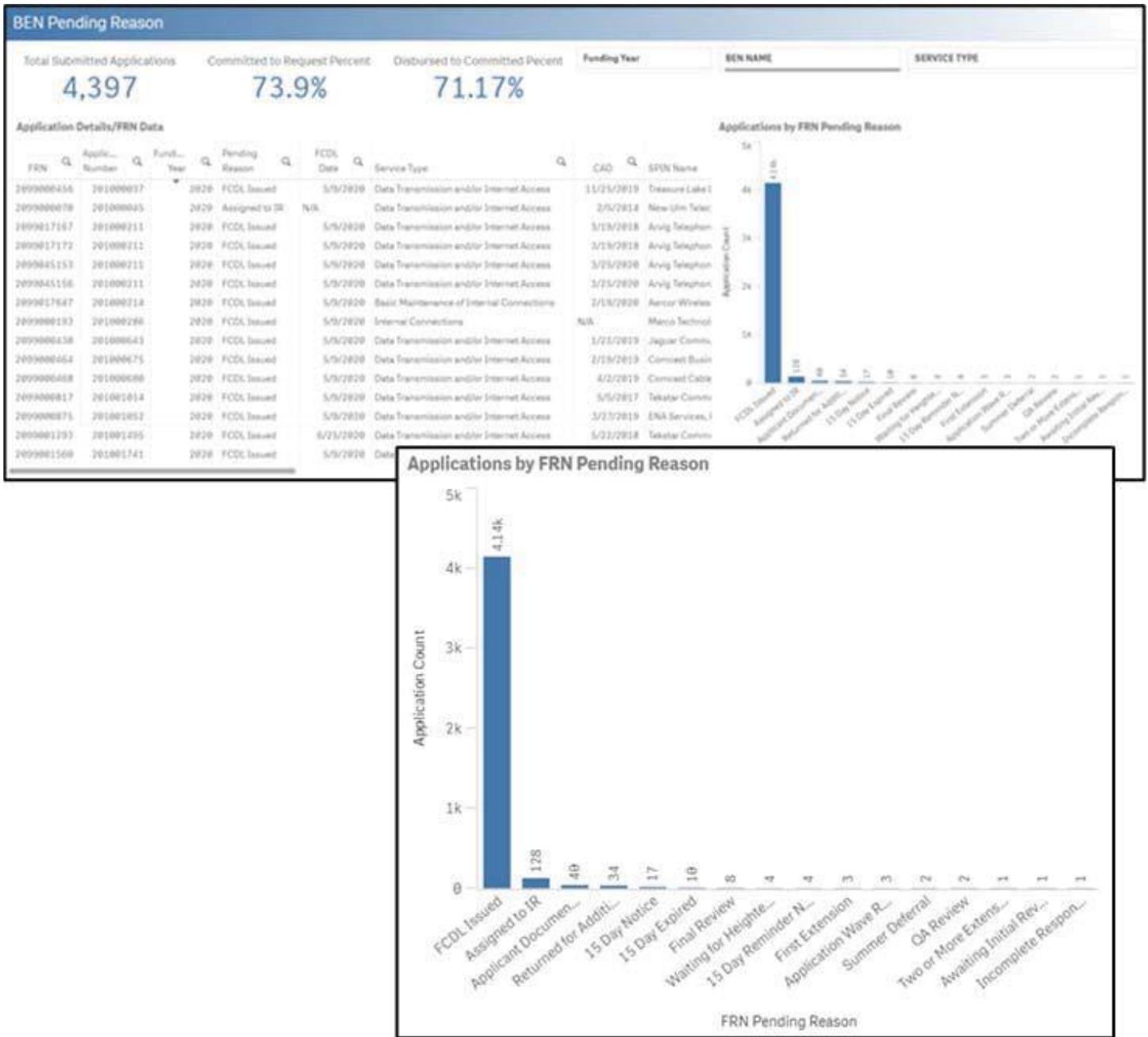


Figure 8: Funding Request Number (FRN) details the E-rate Program dashboard.



**State View** provides a detailed overview of the totals committed and disbursed by year overall and also broken down by fund year in EPC and illustrates the trend of E-rate funding over the years as well. Furthermore, the view allows the user to see a comprehensive overview of applications filed and the dollars requested by BEN and can be sorted from greatest to least and vice-versa over time.



Figure 9: Solix' View Details provides a high-level view of state E-rate Program data.

With insightful data visualization available through our dashboards, the true value of *Intuition* arises from how Solix and our clients can use the data to predict trends, make process improvements, and mitigate problems. The dashboard enables us to select multiple data sets to drive mission-critical insights that can be visualized in multiple dimensions.

Solix is committed to providing our clients detailed program data and a thorough analysis of your current and historical filings. Through our *Intuition* dashboards and reports, your members will gain valuable insight into your program's successes and challenges, which will facilitate future program plans.

**10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).**

There are no agencies that Solix would exempt from this contract if it is awarded.

## Financials & Level of Support (30 points)

### 1. Describe how your organization works with agencies to determine payment terms.

Solix' standard payment terms are Net 30 Days.

### 2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card? Describe the fee charge, if applicable.

No, Solix does not accept payment by procurement card.

### 3. Indicate the level of support your company will offer on this contract category.

- Pricing is the same as offered to individual education, government, and nonprofit agencies.
- Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
- Pricing is better than what is offered to individual education, government, and nonprofit agencies.
- Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
- Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

[Click or tap here to enter text.](#)

### 4. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?

Yes  No

**If YES, list what Vendors/Contractors the company and or employees have affiliations with.**

[Click or tap here to enter text.](#)

### 5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

Yes  No

**If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.**

[Click or tap here to enter text.](#)

### 6. Has your company been disbarred and or suspended in doing business within the United States?

Yes  No

**If YES, list what states, the reason for debarment and/or suspension and its effective dates.**

[Click or tap here to enter text.](#)

## Exceptions & Deviations (10 points)

### 1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

Solix has no additional stipulations or requirements.

**2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications.**

**Respondents must include the following when requesting exceptions:**

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

Solix does not request any exceptions.

## References

**Provide three (3) references that have purchased E-Rate Consulting Services from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. \*Note, please ensure your references are prepared to speak with a representative from CPC.**

<b>Reference #1 – School District Name</b>	Cotter Schools
<b>Service Level Purchased</b>	Full E-rate Support
<b>Year of Purchase</b>	2019
<b>Reference Contact</b>	Pamela Kimber
<b>Phone</b>	507-453-5014
<b>Email</b>	pkimber@cotterschools.org

<b>Reference #2 – School District Name</b>	Algoma School District
<b>Service Level Purchased</b>	Full E-rate Support
<b>Year of Purchase</b>	2019
<b>Reference Contact</b>	Jesse Duerst
<b>Phone</b>	920-487-7001
<b>Email</b>	jduerst@alghs.k12.us

<b>Reference #3 – Library Name</b>	New Mexico State Library
<b>Service Level Purchased</b>	Full E-rate Support
<b>Year of Purchase</b>	2020
<b>Reference Contact</b>	Richard Govea
<b>Phone</b>	505-476-9700
<b>Email</b>	Richard.Govea@state.nm.us

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A – Marketing Plan – Name of Company (20 points)**

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

**2. Exhibit B – Letter of Agency – Name of Company (10 points)**

Submit a sample Letter of Agency (LOA) with your submission. The LOA establishes that applicant entities have authorized the person identified in the letter to act on behalf of the school or library. The LOA is evidence that establishes the relationship between the authorized person executing any program forms, and the entities featured on those forms.

**3. Exhibit C – E-Rate Correspondence Sample – Name of Company (10 points)**

As outlined in the Technical Specifications, the Vendor must maintain a current understanding of E-Rate rules, periodically submitting a newsletter-type correspondence to participating agencies including immediate notification of any significant changes. Submit an example of a current or past correspondence notifying an agency of a significant change.

**4. Exhibit D – Letter/Line of Credit – Name of Company**

Attach a letter from a business' chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding five (5) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to determine the financial stability of the company.

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## PRICING – LEVEL 1

Solix is pleased to present our cost proposal to CPC. We are confident that our proposal offers tremendous value, while maximizing E-rate Program benefits for your members. Our cost proposal is based on our knowledge and experience in supporting E-rate processes for schools and libraries across the U.S., and our projected time and resource commitment necessary to fully support the needs of your members. Solix proposes the following pricing structure to provide full comprehensive consulting and support services to CPC members.

Item	Fee
First Entity	\$1,500.00
Per Each Additional Entity	\$ 750.00

*As an example, the fee for a school district with two buildings would be \$2,250.00.*

### Notes:

- Annual charge, full service;
- Includes:
  - All clerical and administrative support;
  - Filing of forms from pre-commitment through post-commitment;
  - Responding to USAC inquiries; and
  - Seeing E-rate process through successful invoicing.
- No funding commitment percentage; and
- No hourly fee.



## PRICING – LEVEL 2

The intent of our proposal is to deliver high-quality services while ensuring CPC members gain value through a relationship with Solix. The level of effort in providing services will vary based on the individual entity’s size and requirements. We believe that an hourly rate offers the best option for districts that do not require the full spectrum of Solix’ services. We propose three tiers of service, as described below:

- **Analyst/Operations Support:** provides guidance on forms, deadlines, and general E-rate Program questions.
- **Consultant:** provides more in-depth analysis of the client’s E-rate practices, including competitive bidding, responding to USAC inquiries, and addressing more complex issues that arise during the pre-commitment process.
- **Senior Consultant:** addresses higher-level issues such as appeals, selective and special compliance reviews, and post-commitment issues.

Solix’ fees for Level 2 E-rate support are as follows:

Item	Fee
Analyst/Operations Support	\$ 98.00 per hour
Consultant	\$139.00 per hour
Senior Consultant	\$155.00 per hour

## Vendor Forms & Signatures

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures – Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":**

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Solicitation Checklist](#)

# Addendum Acknowledgement

**Instructions:** Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum Numbers Received** (check the box next to each addendum received):

- |                                                    |                                         |
|----------------------------------------------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5 |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

  
\_\_\_\_\_  
*Authorized Signature*

7/15/2020  
\_\_\_\_\_  
*Date*

**Acknowledgment:** I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

**Part I: Vendor**

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

<b>Business Name</b>	Solix, Inc.	<b>Date</b>	7/15/2020
<b>Address</b>	10 Lanidex Plaza West, Suite 300	<b>City, State, Zip</b>	Parsippany, NJ 07054
<b>Contact Person</b>	Eric D. Seguin	<b>Title</b>	Senior Vice President
<b>Authorized Signature</b>		<b>Title</b>	Senior Vice President
<b>Email</b>	Eric.Seguin@solixinc.com	<b>Phone</b>	973-581-7676

**Part II: CPC**

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

**Name Printed or Typed** \_\_\_\_\_

**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **Contract Number** \_\_\_\_\_

**Contract to Commence** \_\_\_\_\_



# Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

**Instructions:** When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

## 1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

## 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

## 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of



“federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

#### **5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.



## 8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

## 9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## 10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

## 12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES, I agree	EJS
2. Termination for Cause of Convenience	YES, I agree	EJS
3. Equal Employment Opportunity	YES, I agree	EJS
4. Davis-Bacon Act	YES, I agree	EJS
5. Contract Work Hours and Safety Standards Act	YES, I agree	EJS
6. Right to Inventions Made Under a Contract or Agreement	YES, I agree	EJS
7. Clean Air Act and Federal Water Pollution Control Act	YES, I agree	EJS
8. Debarment and Suspension	YES, I agree	EJS
9. Byrd Anti-Lobbying Amendment	YES, I agree	EJS
10. Procurement of Recovered Materials	YES, I agree	EJS
11. Profit as a Separate Element of Price	YES, I agree	EJS
12. General Compliance with Participating Agencies	YES, I agree	EJS

Solix, Inc.

Name of Business



Signature of Authorized Representative

Eric D. Seguin, Senior Vice President, Client Relations

Printed Name/Title

July 15, 2020

Date



## Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

**Your organization's uploaded proposal should include the following submitted and correctly labeled documents:**

X	Document Title	How to be Submitted
X	Performance Bond of \$2,500 (Copy)	Submit as PDF
X	Pricing – Level 1 – Name of Company	Submit as PDF
X	Pricing – Level 2 – Name of Company	Submit as PDF
X	Vendor Questionnaire – Name of Company	Submit as PDF
X	Exhibit A – Marketing Plan – Name of Company	Submit as PDF
X	Exhibit B – Letter of Agency (Sample) – Name of Company	Submit as PDF
X	Exhibit C – E-Rate Correspondence (Sample) – Name of Company	Submit as PDF
X	Exhibit D – Letter/Line of Credit – Name of Company	Submit as PDF
X	Vendor Forms & Signatures – Name of Company	Submit as one (1), single PDF. <b>*Signatures Required</b>
X	Certificate of Insurance – Name of Company	Submit as PDF
	Additional Information – as required <ul style="list-style-type: none"> <li>• Business Type Certificate (see Vendor Questionnaire)</li> </ul>	Submit as PDF

**IMPORTANT:** All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

  
 Authorized Signature

Eric D. Seguin, Senior Vice President

Printed Name/Title

7/15/2020

Date

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## MARKETING PLAN

### Solix' Process

As described in our proposal, Solix understands the importance of marketing to potential and current customers to promote the E-rate Program, maximize participation, and keep stakeholders informed of program updates. To that end, we will coordinate our efforts with Cooperative Purchasing Connection (CPC) and its member districts, customizing a marketing program that supports your business goals. Solix will use engaging and informative communications to target board members, directors, principals and other key personnel in schools and libraries. Our proven and collaborative process is based on highlighting the benefits other clients have had with Solix as their E-rate partner, and providing the latest information about the E-rate Program.

### Marketing Materials

To effectively promote the various E-rate services that Solix provides, we can create engaging, effective marketing materials such as flyers, newsletters, press releases, and information cards. As CPC requests, we can provide full-color advertisements in print or electronic format, and support other direct or indirect marketing activities as necessary. Marketing materials are developed by Solix' Sales & Marketing Team, in collaboration with Solix' operations personnel and senior management. We are always working to produce content that provides schools and libraries with the guidance they need to make an informed decision about working with Solix as their Consultant. We also routinely use telephone and email campaigns to gain business and deliver information effectively.

We have provided samples of marketing collateral, which you will see attached.

### Marketing Resources

Solix's Team includes the qualified staff members listed below, who will provide both marketing support and E-rate consulting services to CPC.

Name	Contact Information
Ivan Rushfield	Tel: (973) 581-5234; Email: Ivan.Rushfield@solixinc.com
Frank Jones	Tel: (973) 581-5068; Email: Frank.Jones@solixinc.com
Ed Hosler	Tel: (973) 581-5136; Email: ehosler@solixinc.com



## **Our Commitment to CPC**

Solix is committed to providing highly effective marketing support to CPC. Ivan Rushfield will lead the development and implementation of the Marketing Plan for CPC. Mr. Rushfield and the rest of the E-rate Consulting Team will market this contract, using their extensive E-rate marketing experience to do so. Moreover, the Solix Team will conduct training webinars, as necessary, to educate about the E-rate Program and how it can help schools and libraries. All members of the team are sales leads, and therefore, well positioned to make quick sales decisions and capitalize on any marketing opportunities as they arise.

<SCHOOL, LIBRARY OR CONSORTIUM'S LETTERHEAD>

Client Name  
Client address  
Client Phone Number  
[Client E-Mail Address](#)

Date

Universal Service Administrative Company  
2000 L Street NW, Suite 200  
Washington, DC 20036

**SOLIX, INC.**

**LETTER OF AGENCY**

**E-Rate Funding Year 2020**

[[NAME OF CLIENT]] authorizes Solix Inc. and its designated employee(s) to act on its behalf before the Universal Service Administrative Company (USAC) in matters related to the E-rate program. As such, they are authorized to:

- Act as account holders with rights to submit forms and other documentation in the E-rate Productivity Center on behalf of [[NAME OF CLIENT]].
- Provide assistance in the competitive bidding process for E-rate requested services, if needed.
- Have access to [[NAME OF CLIENT]]'s online application(s) information and, on behalf of our organization, complete, certify, sign, and submit Federal Communications Commission (FCC) forms associated with applying for and obtaining E-rate funding: FCC 470, 471, 486, 500, 472 (BEAR Form) and any other forms requested by USAC on behalf of our organization.
- Complete, certify, sign and submit any other requests/filings related to the E-rate Program if necessary, such as appeals, service substitutions, service provider changes and other relevant filings.
- Have full access to our E-rate services' vendors' account information (i.e. customer service records, inventory itemization, rates, charges and copies of billing) and contact our E-rate vendors for any information or documentation needed for E-rate related matters.
- Respond to inquiries from the E-rate Program administrator concerning processing of any forms and filings covered by this Letter of Agency.

By signing this Letter of Agency, I make the following certifications:

- a) I certify that our **school/district/library** is a **school/district/library** under the statutory definitions of libraries as defined under 47 C.F.R. § 54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) I certify that our **school/district/library** has/have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections,

maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services and products from funds to which access has been secured in the current funding year.

- c) I certify that the services the school, library, or district purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission (Commission or FCC) at 47 C.F.R. § 54.513.
- d) I certify that our **school/district/library** has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- f) I certify that I will retain required documents for a period of at least ten (10) years after the latter of the last day of the applicable funding year or the service delivery deadline for the funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statutory or regulatory requirements regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the E-rate Program.
- g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the E-rate Program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to Solix, Inc. for E-rate submission is true.

Unless noted otherwise above, this authorization is effective from the date this Letter of Agency is signed until **[[AGREED UPON END DATE]]**.

**[[NAME OF CLIENT]]**

By (signature): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# What's News?

January 16, 2020

[Solix Consulting Services](#)

## In This Issue

- [FY2020 Competitive Bidding Tips](#)
- [Taking Full Advantage of E-Rate](#)

## USAC Waves

- 1/6/2019- FY2018 Wave 77 FCDLs released - \$2.26B in commitments total
- 1/10/2020- FY2019 Wave 41 FCDLs released- \$2.12B in commitments total

## USAC News Brief Links

- [01/10/2020 – Weekly News Brief](#)

## Contact Us

[SolixConsultingServices@solixinc.com](mailto:SolixConsultingServices@solixinc.com)

1-855-765-4987

## Upcoming Events

- **January 15, 2020 – The Filing Window is Now Open!**
- **February 26, 2020 – Last Day to File FCC Form 470**
- **March 25, 2020 – Filing Window Closes**

## FY2020 Competitive Bidding Tips

By: Ed Hosler

As the Form 470 competitive bidding process gets underway, Solix Consulting highlights some important steps that should be taken and others that need to be avoided to guard against a violation:

- Retain all documentation and correspondence, including e-mails from potential providers
- Work with your consultant to establish the desired bid evaluation matrix
- Ensure price is the primary factor
- Wait until after the 28<sup>th</sup> day, the Allowable Contract Date, to choose a vendor
- Show impartiality to any potential service providers or vendors, and avoid conflicts of interest
- Refuse any gifts with a retail value of over \$20

## Taking Full Advantage of E-Rate

By: Ed Hosler

The E-rate Program is an important tool for schools and libraries to use to help them meet the ever-changing technological demands of today. It is imperative that applicants not only plan for today, but also for their long-term technology goals. Below are some important points to consider when determining what to apply for assistance through E-rate and what to discuss with your consultant.

Is the school population growing? Will your current bandwidth be sufficient? Do Managed Internal Broadband Services (MIBS) make sense for you?

Are computer offerings being expanded or new projects being undertaken?

What equipment may need maintenance?

Are you interested in owned or leased fiber?

What equipment do we need that is eligible? Routers, switches, access points, firewalls, caching equipment, antennas, cabling, racks, UPS/battery backups, wireless controllers, and software supporting them are all E-Rate eligible.



# Solix E-rate Consulting



Schools and libraries face a multitude of challenges with escalating technology costs, shrinking budgets and the need for high capacity and stable Internet access services to support student education in their communities.

**The E-rate program provides the largest, federal source of technology funding for schools and libraries.**

## ACCESS GOVERNMENT FUNDING

The Federal Communications Commission's E-rate Program sets aside more than \$3 billion each year to ensure schools and libraries have access to affordable telecommunications and broadband services.

## UNIQUE PROGRAM EXPERTISE

With more than 20 years of experience administering the E-rate Program, Solix possesses unique experience and understanding of program regulations and application guidelines. Solix's E-rate Consulting offers you the benefits of our expert resources and program knowledge to help you successfully navigate the complex application process and secure critical funding for your school or library.

## BENEFITS OF WORKING WITH SOLIX

- Solix has worked with thousands of schools and libraries across every state in the nation to process E-rate funding requests.
- Experienced consultants can provide a "Funding Maximizer" assessment to estimate your potential savings, review your compliance and recommend improvements to maximize your critical E-rate funding.
- Solix can assist with end-to-end funding support throughout the E-rate pre- and post-funding cycles.
- With specialized expertise in application processing, program integrity, service provider changes, appeals, heightened scrutiny, audits and invoicing, our team can provide unique insights that can save you time and increase your funding.
- Solix consultants are focused on our clients' needs; we keep you up to date and guide you to successful outcomes.

***"I am THRILLED that I have gotten most of my libraries funded already... Thank you to you and your team."***-State E-rate Coordinator

For more information about the E-rate program and how we can help please contact us at **SolixConsultingServices@solixinc.com** or **(855) 765-4987**.

# How libraries help close the homework gap with E-rate support



As more schools utilize digital learning strategies and tools, students are expected to have reliable internet access to complete homework assignments. Unfortunately all students do not have internet access at home and rely on their local library for the access needed to do their homework. To continue to serve their patrons and provide adequate high-speed bandwidth to address the increased demand for services, libraries are challenged to upgrade services with limited budgets. Fortunately, the E-rate program provides critical funding support to meet these challenges. Here's how some libraries are utilizing the E-rate program to provide high speed internet access to aid closing the homework gap.

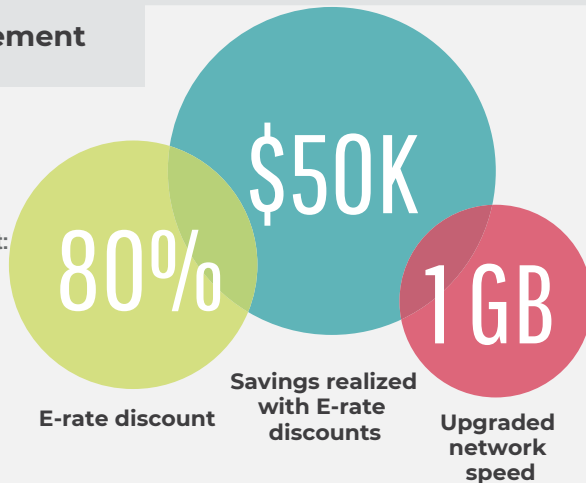


## Iowa library uses E-rate to implement a wireless network

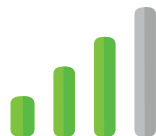
At 80% discount, this library was able to implement a wireless network and upgrade their network speed from 100 MBPS to 1GB.

### E-rate eligible products and services eligible for discount:

- Installation cost of upgraded circuit to deliver 1GBPS of Internet Access Service
- Monthly cost of Internet Access
- 9 Access Points
- 2 Routers
- 2 Switches
- Over 150 feet of cables
- Installation of all cables, routers, and switches
- Ongoing maintenance of Wireless Network and all equipment



**NETWORK SPEEDS INCREASED FROM 100 MBPS TO 1G**



**THIS LIBRARY WAS ABLE TO PURCHASE UP TO 20 TABLETS AND UPGRADE ALL THEIR DESKTOPS WITH THE MONEY SAVED WITH THE E-RATE NETWORK UPGRADE**

Contact a Solix Consultant for more information on to get the most from the E-rate program



855.765.4987

SolixConsultingServices@solixinc.com



**Cooperative Purchasing Connection**  
Tabulation Report RFP #21.2 - E-Rate Consultation  
Services  
Vendor: Tel/Logic Inc.

**General Comments:**

**General Attachments:** Certificate of Insurance Tel Logic Inc. dba E-Rate Central.pdf  
Exhibit A Marketing Plan Tel Logic Inc. dba E-Rate Central.pdf  
Exhibit B-Letter of Agency (Sample) Tel Logic Inc. E-Rate Central.pdf  
Exhibit C-E-Rate Correspondence (Sample) Tel Logic Inc. dba E-Rate Central.pdf  
Exhibit D Letter.Line of Credit-Tel Logic Inc. dba E-Rate Central.pdf  
Performance Bond of \$2,500.00 (Copy) Tel Logic Inc. dba E-Rate Central.pdf  
Pricing-Level 1-Tel Logic Inc. dba E-Rate Central.pdf  
Pricing-Level 2-Tel Logic Inc. dba E-Rate Central.pdf  
Vendor Forms and Signatures Tel Logic Inc dba E-Rate Central07132020.pdf  
Vendor Questionnaire - Tel Logic Inc dba E-Rate Central.pdf

Confidential



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 200 Jefferson Park Whippany NJ 07981	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 800-350-8005		<b>FAX (A/C. No.):</b> 973-921-2876
	<b>E-MAIL ADDRESS:</b>		
License#: BR-724491		<b>INSURER(S) AFFORDING COVERAGE</b>	
TELLINC-01		<b>INSURER A:</b> Travelers Casualty Insurance Co of America	<b>NAIC #</b> 19046
<b>INSURED</b> Tel/Logic Inc. D/B/A CentralEd, E-Rate Central, and Textbook Central 400 Post Avenue Suite 410 Westbury NY 11590-2291		<b>INSURER B:</b> Travelers Indemnity Company	25658
		<b>INSURER C:</b> Beazley Insurance Company, Inc.	37540
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 980011380

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6801720C8231942	11/8/2019	11/8/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6801720C8231942	11/8/2019	11/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2270Y6161942	11/8/2019	11/8/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional/Cyber			V26F00200201	5/6/2020	5/6/2021	Professional/Cyber Liability - Aggregate \$2,000,000 Retention \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Vendor Questionnaire

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein is a questionnaire required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Vendor Questionnaire – Name of Company**”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

**The following sections will need to be completed before submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:**

1. [Company Information](#)
2. [Qualifications & Experience](#)
3. [Marketing & Partnership](#)
4. [Financials & Level of Support](#)
5. [Industry-Specific Information](#)
6. [References](#)
7. [Additional Requirements\\*](#)



## Company Information

**Name of Company:** Tel/Logic Inc. dba E-Rate Central  
**Company Address:** 400 Post Ave. Suite 410  
**City, State, Zip code:** Westbury NY 11590-2291  
**Website:** www.e-ratecentral.com  
**Phone:** 516-801-7885  
**USAC Consultation Registration Number:** 16060891

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
<b>General Manager</b>	Ginnie Harwood	gharwood@e-ratecentral.com	(516)801-7846
<b>Contract Manager</b>	Ginnie Harwood	gharwood@e-ratecentral.com	(516)801-7846
<b>Sales Manager</b>	Ginnie Harwood	gharwood@e-ratecentral.com	(516)801-7846
<b>Marketing Manager</b>	Ginnie Harwood	gharwood@e-ratecentral.com	(516)801-7846
<b>Customer Service Manager</b>	Ginnie Harwood	gharwood@e-ratecentral.com	(516)801-7846
<b>Account Manager(s)</b>	E.Flock, G. Harwood, K. Dillon	<a href="mailto:eflock@e-ratecentral.com">eflock@e-ratecentral.com</a> , <a href="mailto:gharwood@e-ratecentral.com">gharwood@e-ratecentral.com</a> , <a href="mailto:kdillon@e-ratecentral.com">kdillon@e-ratecentral.com</a>	(516)801-7803, (516)801-7846,

List who will be responsible for receiving updated membership lists.

Name	Email	Phone
Ginnie Harwood	gharwood@e-ratecentral.com	(516)801-7846

List who will be responsible for submitting sales reports and administrative fee payments every quarter.

Name	Email	Phone
Kerri Dillon/Ginnie Harwood	kdillon@e-ratecentral.com gharwood@e-ratecentral.com	(516)801-7846

Lisa who will be responsible for conducting audits as requested by CPC.

Name	Email	Phone
Eric Flock	<a href="mailto:eflock@e-ratecentral.com">eflock@e-ratecentral.com</a>	(516)801-7803

Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see bid checklist).

x	Business Type/Classification
	8(a) 8(a) Qualified Business
	DBE Disadvantaged Business Enterprise
	HUB Historically Underutilized Business Zone
	MBE Minority-Owned Business Enterprise

x	Business Type/Classification
	SDB Small Disadvantaged Business
	SDVOB Service-Disabled Veteran Owned Business
	SECTION 3 Section 3 Business Concern
	SSV Sole Source Vendor

	MWBE	Minority Women-Owned Business Enterprise
	SBE	Small Business Enterprise
	Other; list name:	

	VBE	Veteran-Owned Business Enterprise
	WBE	Woman-Owned Business Enterprise

## Qualifications & Experience (200 points)

### 1. Provide a brief background of your organization, including the year it was founded, and how long your organization has been working with E-Rate (1-2 paragraphs max.).

Tel/Logic Inc. d.b.a. E-Rate Central is a Corporation registered in the State of New York and was initially incorporated in New York on March 30, 1988. E-Rate Central was established in 1997 for the sole purpose of helping schools, school districts, and libraries successfully navigate the complex and time-consuming rules and procedures of the Federal E-rate Program. The overriding goal that drives our organization is simple: make the E-rate program work for our clients.

### 2. Your company will be required to maintain an in-depth knowledge of the E-Rate application rules, contracting requirements, E-Rate products and services eligibility lists, etc., and provide E-Rate application services and technical support to participating agencies. Describe how your company meets and exceeds these requirements.

Click or tap here to enter text.

E-Rate Central is a nationally recognized educational consulting firm with clients in 30 states and regional offices throughout the U.S. We are dedicated to simplifying the E-rate application and funding process for schools, state education departments, educational service agencies, and libraries. The firm has been involved with E-rate at the local, state, and national levels since the program's inception. In working with individual applicants, E-Rate Central has adopted an accounting-like approach to the E-rate application process. We work with schools and libraries much like a tax accountant would work with individuals or small businesses. We collect all necessary information from applicants, prepare all E-rate forms, serve as the first point of contact on all SLD reviews, prepare appeals if needed, and coordinate with suppliers on contract and billing issues. In addition to turn-key E-rate consulting services, E-Rate Central also offers E-rate related technology-based services such as Project and Database Management and IT Advisory Services.

### 3. Describe what states your organization has current operations in, how many clients are served and staffing levels.

- Our company has offices in NY, NH, VA, NM, FL, NC, AR, LA. Our NY office is the company headquarters, staffing 20 employees. NC has 5 staff members, VA has 2. NH, NM, FL, AR, and LA are staffed by one employee working with the NY and NC office management. Our services are used by more than 3000 schools in 400 school districts nationally.
- We are the State E-rate Coordinators for New York, New Mexico, Nevada, Louisiana and Michigan Departments of Education, and the Library of Virginia.

### 4. Describe how your company plans to handle participating agencies regarding workload capacity.

E-Rate Central has a staff of consultants and administrative personnel that will be able to handle the additional workload capacity. Our hiring process puts in place a buffer that allows us to take on new clients as well as the ability to train and hire new staff if the need is there.

### 5. Describe your customer retention (i.e. customers who are served that continue to be repeat customers).

We currently have close to a 100% retention of customers. If a customer has left us, it is typically due to district funding. If a client leaves us for a more affordable consultant, the school typically returns to E-Rate Central due to the fact our client care and funding capabilities are so superior.

**6. Describe the number of agencies your organization, on average, provides E-Rate Consulting Services for each year in CPC's tri-state area of Minnesota, North Dakota and South Dakota?**

We currently do not have any agencies in the tri-state that we consult with. E-Rate Central is interested in expanding into the tri state area.

**7. Provide a general narrative description of the services you are offering in your proposal.**

E-Rate Central's role throughout the E-rate application and funding cycle is to prepare all necessary applicant forms (Forms 470, 471, 472, 486, and 500) and special requests (SPIN changes, service substitution requests, appeals, etc.). To facilitate its work, E-Rate Central typically works with a primary contact (designated by the applicant) to obtain required information. Although these forms are then sent to the applicant for their review, certification, and submission (and tracked for delivery to the SLD), E-Rate Central acts as the contact person for all forms (except for the Form 470 Request for Services) so that it can coordinate responses to any inquiries from the SLD. Please note that ultimate responsibility for the information contained in the forms and their timely submission remains with the applicant.

**8. Provide a general narrative description of your pricing model and identify how the model works per level of E-Rate service requested.**

E-Rate Central charges a fixed fiscal year fee for its support services. Our fees vary according to the expected size and complexity of an applicant's E-rate application(s), but generally reflect a declining percentage of E-rate funding (an effective proxy for the work involved). With the exception of onsite support, this fee is all inclusive.

Our pricing model considers several factors including the funded amount in the prior funding year, the requested funding amount for the current year, number of entities, and other factors that impact the level of effort to deliver the requested E-rate consulting services. For example, if a school district has already completed the invoicing process for the previous Funding Year our fee will generally be discounted by 25%. Alternatively, if a school district is in the process of resolving audit findings that require a significant level of work and appeals to the FCC, our fee will be adjusted upwards to reflect the additional work.

Because of the multiple factors considered in our pricing model, E-Rate Central is unable to provide a one-size fits all pricing schedule. In order to ensure that CPC customers receive the best possible price, E-Rate Central commits to charging CPC members the lowest price we offer any other entity for the same scope of work.

E-Rate Central is also willing to offer a fixed rate fee for a multi-year period that considers expected Category 1 and Category 2 funding. Some districts prefer to have a fixed fee over multiple years and the multi-year option facilitates fixed pricing over multiple years.

**9. Describe your company's approach to determining the level of support needed by a school or library.**

E-Rate Central will complete a review of the school or library's current practices and procedures related to the E-rate program. Review all recent E-rate filings, PIA questions, appeals, and procurement contracts in use. Identify and schedule any actions, filings, or appeals to be made on past E-rate business.

**10. Provide an explanation of current methods of communication with the Schools and Libraries Division (SLD).**

Being the State E-Rate Coordinator for NY, VA, NM as well as part of SECA and E-mpa, E-Rate Central is in constant communication with the SLD. The EPC program also allows clients and consultants the information they need to make filing effective.

**11. Describe how your company explains to schools and libraries how fund years' work, when the process starts, and how service agreements (i.e. payments) occur during those timeframes.**

E-Rate Central works with the district on a step by step basis throughout the funding year, setting a timeline the works with the E-rate program as well as the district so filing is timely and stress free. We are available for trainings, webinars, and guidebooks to help the district/library follow the E-rate process.

Summer/Fall 2020

- Review of existing eligible services and contracts
- RFP coordination and Form 470 (for FY2021)
- Competitive bid assessment documentation
- Collection of consortium member LOAs and Forms 479
- Reimbursement form completion (FY 2019)
- Form 500 completion
- Form 498 guidance
- CIPA compliance

Winter 2020-21

- Vendor contract coordination
- Discount rate calculations and optimization
- Form 471 preparation
- RFP coordination and Form 470 (if applicable)

Spring 2021

- PIA application reviews
- Form 486 completion

**12. Outline your company's process for assisting clients through the E-Rate process. Include enrollment, managing timelines, deadlines, and communication with the client.**

**Pre-Submission Experience** including writing technical plans and technical audits:

In advance of any E-rate funding year, applicants must be prepared with a multi-year plan and possess knowledge and understanding of the process. E-Rate Central has technical experts on staff who offer applicants tools and ideas to aid in the process.

**Form Processing:** E-Rate Central's team is exceptionally experienced in every aspect of the E-rate process. E-Rate Central has been completing FCC Forms 470, 471, 486, and 500 on behalf of our clients since the advent of the E-rate program, Funding Year (FY) 1998.

**Post-Submission experience** including appeals, waivers, PIA and audits:

All Senior Staff have years of successful experience with post-submission processes, including Program Integrity Assurance (PIA) responses, audits, USAC appeals and FCC waivers and appeals.

In addition to their years of experience as a consultant for applicants, several Senior Staff have specialized experiences and qualifications in this area.

**13. Describe your company's process for assisting clients with the procurement process as required by E-Rate; include details from start to finish.**

A clean, fair and open procurement process is integral to receive E-rate funding. E-Rate Central's team of experts have a combined 200 years of experience working with applicants to ensure compliance with their respective state, local and E-rate procurement requirements resulting in successfully awarded E-rate contracts. We can provide bid evaluation support at any level desired, including, but not limited to, providing a customizable bid evaluation form, completing an initial pricing analysis to provide an "apples to apples" comparison of all bids received, and presenting E-rate bids and discussing the applicant's decision process to governing boards or officials.



For the most part, E-Rate Central is able to support its clients in every regard of form processing, however there have been cases where the amount of funding for which a potential client has historically been filing is less than our minimum fee for consulting service. This would be a money losing position for the applicant. In situations like this, we will thank them for reaching out to us and respectfully decline to submit a proposal and explain the reason. We will then point them to the E-MPA website, [www.e-mpa.org](http://www.e-mpa.org), to find a list of other reputable consultants who may be able to assist them.

**14. Describe your company's background on filing for both Category 1 and Category 2.**

E-Rate Central has been applying for Category 1 and Category 2 funding since the inception of the program. Over the life of the program, we have assisted our clients in receiving over \$2 billion in E-rate funding. In Funding Year 2020, we filed for over \$225 million in funding for our 675 clients. We work with a combination of small, midsize, and large clients.

**15. Describe how your company determines how to maximize funding for both Category 1 and Category 2.**

Click or tap here to enter text.

For Category 1 services, we assess the needs of the client and identify whether or not they are meeting the connectivity goals recommended by the FCC. We also compare their costs per Mbps to national and local averages to identify if there are opportunities to reduce costs while still increasing speeds. For Category 2 services, we help our clients to calculate and track their Category 2 budget. We help the client go through a discovery process to identify specific needs where E-rate funding can be leveraged to address the need.

**16. Describe your company's track record with the application process.**

E-Rate Central's clients benefit from our firm's 99+% funding approval rate and collective 200 years of E-rate filing experience

**17. Describe your company's statistics on the success rate of applications.**

E-Rate Central's clients benefit from our firm's 99+% funding approval rate and collective 200 years of E-rate filing experience

**18. Describe how your company supports clients through program integrity assurance (PIA) and program quality assurance (PQA) requests; providing requested documentation.**

**Post-Submission experience** including appeals, waivers, PIA and audits:

All Senior Staff have years of successful experience with post-submission processes, including Program Integrity Assurance (PIA) responses, audits, USAC appeals and FCC waivers and appeals.

In addition to their years of experience as a consultant for applicants, several Senior Staff have specialized experiences and qualifications in this area.

Mr. Eisley is the former Manager of Process and Procedures at USAC and was responsible for ensuring that PIA procedures complied with program rules. In this role, Mr. Eisley wrote the 500-page manual for PIA procedures and spearheaded an effort to streamline PIA reviews.

Mr. Flock as Senior Manager of Program Integrity Assurance at USAC served as the subject matter expert on dark fiber and the E-Rate Modernization Orders. As the Manager of PIA, he was responsible for the annual update of the PIA procedures which were used by all PIA reviewers and as the Services Program Manager Mr. Flock was responsible for determining the eligibility of products and services guided by the FCC's Eligible Services List. During his time at Solix, the then-contractor retained for E-rate application review, Mr. Flock served as an Initial Reviewer, Final Reviewer, QA Reviewer, the Cost-Effectiveness Manager and the Services Team Manager.

E-Rate Central Senior Staff have penned FCC appeals on behalf of States, districts and libraries which have resulted in the FCC releasing named decisions which have played a noteworthy role in reshaping and improving the program rules.

E-Rate Central can support its clients in every regard of post-commitment activity. In fact, we even offer non-clients pricing for our staff to write an appeal on their behalf. However, there have been cases where an applicant has a situation so complex that we recommend they seek outside assistance. E-Rate Central has a contract with the PSFA in New Mexico and part of the scope of work is to provide E-rate guidance to every applicant in the state. A few years ago, we were approached by a New Mexico applicant that had filed their own self-provisioned fiber application and the funding had been denied by USAC, purportedly due to a competitive bid violation. They submitted an appeal to USAC which was subsequently denied, and we assisted them with their FCC appeal. The appeal had been with the FCC for a long time and the district was eager to know whether to expect that funding or re-do the procurement the following year. E-Rate Central enlisted the help of former FCC attorney and now-private consultant Gina Spade to intercede on their behalf. Our relationship with Ms. Spade is one of mutual respect and we have recommended other applicants to her, as needed.

Our objective, working within E-rate program guidelines, is to provide the maximum amount of options for our clients. We are not reluctant to advocate for the modification of program rules when that appears to best address program inequities or conflicts with local rules and practices. Our select team of subject matter professionals can expertly shape the E-rate or IT planning process to maximize available funding resources for any entity.

**19. Describe how your company supports clients through an audit; providing requested documentation.**

Please see response to question 18

**20. Describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with CPC.**

At the time of each contract renewal or new client, E-Rate Central will review CPC contract and our data to ensure we are giving CPC the assistance they need.

## **Marketing & Partnership (50 points)**

**1. Describe how your company markets directly to potential customers.**

Typically, E-Rate Central's reputation has the premier E-rate Consulting Company lends itself to schools contacting us after speaking with current clients. On our website, we have a contact page. We also attend USAC meetings and trainings which have a vast network of schools and libraries looking for a consultant.

**2. Describe marketing collateral and sales campaigns that have been successful for your organization in the past. Describe how your organization plans to utilize your marketing staff with this anticipated contract.**

We will research districts in the tri-state looking for E-rate consulting. We will contact districts and explain our services. Also, please refer to the above response.

**3. Describe your organization's ability to participate in conference tradeshows and how you will position the contract at those tradeshows. List all, conference tradeshows that your organization has attended in the last three (3) years.**

While E-Rate Central does not typically attend trade shows. We will happily attend and market our services to reach a wider audience of schools and libraries.

**4. Describe how your company will position this contract to CPC's participating agencies if awarded.**

We will research districts in the tri-state looking for E-rate consulting. We will contact districts and explain our services.

**5. Describe how you plan to inform and train your personnel on the details and promotion of the contract.**

We will give the cooperative project manager the contract materials to research and see how their skills with other cooperatives can be utilized with CPC

**6. Is your organization able to service all areas within CPC's tri-state area?**

  X   Yes                             No

**If NO, explain why your organization is not able to service an area and/or state.**

Click or tap here to enter text.

**7. List the other contracts you have in place that could be accessed by our membership for your services (e.g. other consortiums) in the tri-state area?**

Pequot Lakes, SD

**8. Provide a list of governmental, educational, and cooperative contracts that your company holds outside CPC's tri-state area.**

BOCES consortiums in NY, ESC Contracts Texas, and CES contracts in NM

**9. Describe any "added value" attributes being offered to CPC and its participating agencies when purchasing services through your company.**

Tel/Logic Inc. d.b.a. E-Rate Central is pleased to offer Project Management and IT Advisory Services for education and library entities. These services are independent from, but can work collaboratively with, the E-rate consulting services listed elsewhere in this response and are priced separately. The services presented here are a value-added opportunity for the applicants to leverage if desired.

The inclusion of Charles Thacker, former Executive Director of Technology for Farmington Municipal Schools in Farmington, NM, to the E-Rate Central team has allowed for specialized IT consulting focused on the public sector and we look forward to an opportunity to prove the value of these services to all applicants.

Services that E-Rate Central can offer under this value-added opportunity include:

**Technology Infrastructure Planning, Design, and Implementation Guidance**

- Assist in the development of WAN, LAN, W-LAN, security, etc., infrastructure plans and designs to support both the business processes and the academic/pedagogical goals of the school/district
- Guide the integration of technology infrastructure in new building and remodeling construction projects
- Conduct technology infrastructure audits and reports (hardware, software, networking, security) to assist in the development of short- and long-term plans to provide a 21<sup>st</sup> Century Learning environment
- Project management for technology deployments at the school, district, and organization level

**Technology Plan Creation, Review, and Update**

- Assist in the creation, review, and updating of a Technology Plan as a living document to drive decision making, funding allocations, acquisition processes, and overall implementations of technology to support the academic and pedagogical goals of 21<sup>st</sup> Century Learning

**Educational Technology Budgeting**

- Provide guidance and support in the identification of funding sources, leveraging existing funds effectively, and establishing long term financial plans for the continued acquisition, implementation, and maintenance of educational technology
- Identify cost saving measures for all departments by fully leveraging technology tools in a systemic and consistent manner

### **Educational Technology Leadership**

- Provide support and guidance in the improvement of relationships between the technology department and core educational departments such as curriculum and instruction, exceptional programs, Title programs, school administration, etc.
- Facilitate conversations between all stakeholders with varying levels of technical expertise
- Conduct confidential evaluations of the effective use of technology, in both business and pedagogical environments, as an independent third party, providing results and recommendations to school/district leadership

**10. List the agencies, if any, you would exempt from this contract (i.e. current agencies that you are currently serving that will be exempt from pricing submitted with this proposal).**

Click or tap here to enter text.

No exemptions

## **Financials & Level of Support (30 points)**

**1. Describe how your organization works with agencies to determine payment terms.**

We look at E-rate Funding

**2. Does your company accept payment by procurement card? If so, is the participating agency assessed a fee for purchasing with a procurement card? Describe the fee charge, if applicable.**

No E-Rate Central does not accept procurement cards.

**3. Indicate the level of support your company will offer on this contract category.**

- Pricing is the same as offered to individual education, government, and nonprofit agencies.
- Pricing is the same as offered to cooperative purchasing organizations or state purchasing departments.
- Pricing is better than what is offered to individual education, government, and nonprofit agencies.
- Pricing is better than what is offered to cooperative purchasing organizations or state purchasing departments.
- Other, please describe

**If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:**

E-Rate Central offers the same level of support for each contract category

**4. Is your company or any employee invested with service providers (i.e. Vendors/Contractors)?**

Yes                       No

**If YES, list what Vendors/Contractors the company and or employees have affiliations with.**

Click or tap here to enter text.

5. Has your company and/or any proposed subcontractors been involved in any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years?

\_\_\_\_\_ Yes                        x   No

If YES, document thoroughly and list any contract in which your organization has been found guilty or liable, or which may affect the performance of the services.

Click or tap here to enter text.

6. Has your company been disbarred and or suspended in doing business within the United States?

\_\_\_\_\_ Yes                        x   No

If YES, list what states, the reason for debarment and/or suspension and its effective dates.

Click or tap here to enter text.

## Exceptions & Deviations (10 points)

1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.

No Exceptions

2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. Respondents must include the following when requesting exceptions:

- RFP section number and page number
- Describe the exception
- Explanation of why this is an issue
- A proposed alternative to meet the needs of participating agencies and the cooperative

No exceptions

## References

Provide three (3) references that have purchased E-Rate Consulting Services from your company within the last two (2) years. References from the CPC's tri-state area are preferred. A contact name, phone number and email will be required. \*Note, please ensure your references are prepared to speak with a representative from CPC.

Reference #1 – School District Name	Wichita Falls ISD
Service Level Purchased	Shad McGaha
Year of Purchase	Chief Technology Officer
Reference Contact	940-235-1050
Phone	Ext 27002
Email	smcgaha@wfid.net

Reference #2 – School District Name	Donna ISD
Service Level Purchased	Dvaid Chavez
Year of Purchase	Director of Technology
Reference Contact	956-464-1660
Phone	dchavez@donnaisd.net
Email	Click or tap here to enter text.

Reference #3 – Library Name	Brzaoria County Library System
Service Level Purchased	Lisa Loranc
Year of Purchase	Library Director



**Reference Contact**

Phone

Email

979-864-1505

lloranc@bcls.lib.tx.us

Click or tap here to enter text.

## Additional Requirements

As required by CPC, submit the following additional items as individual PDFs as outlined below:

**1. Exhibit A – Marketing Plan – Name of Company (20 points)**

Submit a marketing plan that would describe, at a minimum, the following: process on how the contract will be launched to current and potential agencies, the ability to produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information, anticipated contract announcements, planned advertisements, industry periodicals, other direct, or indirect marketing activities promoting the awarded contract, and how the contract award will be displayed/linked on the Vendor's website.

**2. Exhibit B – Letter of Agency – Name of Company (10 points)**

Submit a sample Letter of Agency (LOA) with your submission. The LOA establishes that applicant entities have authorized the person identified in the letter to act on behalf of the school or library. The LOA is evidence that establishes the relationship between the authorized person executing any program forms, and the entities featured on those forms.

**3. Exhibit C – E-Rate Correspondence Sample – Name of Company (10 points)**

As outlined in the Technical Specifications, the Vendor must maintain a current understanding of E-Rate rules, periodically submitting a newsletter-type correspondence to participating agencies including immediate notification of any significant changes. Submit an example of a current or past correspondence notifying an agency of a significant change.

**4. Exhibit D – Letter/Line of Credit – Name of Company**

Attach a letter from a business' chief financial institution indicating the current line of credit available to the business and evidence of financial stability for the past three calendar years (2019, 2018, 2017). This letter should state the line of credit as a range (i.e. "Credit in the low six (6) figures" or "a credit line exceeding five (5) figures"). The Letter/Line of Credit will be deemed "Confidential". This letter/line of credit is a requirement to determine the financial stability of the company.

### **Level 1 Pricing:**

E-Rate Central charges a fixed fiscal year fee for its support services. Our fees vary according to the expected size and complexity of an applicant's E-rate application(s), but generally reflect a declining percentage of E-rate funding (an effective proxy for the work involved). With the exception of onsite support, this fee is all inclusive. Our fee is not funding year specific which means we will support the client for any Funding Year regardless of whether we completed the initial filings.

Our fee is based on specific-fact patterns including number of locations, students, application type, existing compliance issue, and overall complexity. Therefore, we are unable to provide a specific pricing model given the variables that impact price. That said, we are offering CPC and its customers the lowest price we offer for the same scope of work. To help CPC better understand our pricing, we are providing pricing for several Minnesota schools. We believe this should allow CPC to have a better understanding of how our pricing structure can vary. We are happy to provide specific pricing for any of your other members as well.

#### **Minneapolis School District 1:**

Minneapolis School District 1 has over 34,000 students and 74 locations. In Funding Year (FY) 2019 they received \$1.16 million in funding and in Funding Year 2020 they requested \$2.18 million in funding. Given these factors and the overall complexity of the applications, our fee for one year of service would be \$47,800 or 2.19% of the requested funding for FY 2020.

#### **Duluth School District 709:**

Duluth School District 709 has over 8,500 students and 26 locations. In Funding Year (FY) 2019 they received \$195 thousand in funding and in Funding Year 2020 they requested \$279 thousand in funding. Given these factors and the overall complexity of the applications, our fee for one year of service would be \$13,600.

#### **Mankato School District 77:**

Mankato School District 77 has almost 9,000 students and 21 locations. In Funding Year (FY) 2019 they received \$295 thousand in funding and in Funding Year 2020 they requested \$160 thousand in funding. Given these factors and the overall complexity of the applications, our fee for one year of service would be \$13,200.

#### **Fergus Falls School District 544:**

Fergus Falls School District 544 has about 4,000 students and 5 locations. In Funding Year (FY) 2019 they received \$25 thousand in funding and in Funding Year 2020 they requested \$51 thousand in funding. Given these factors and the overall complexity of the applications, our fee for one year of service would be \$4,000.

#### **Bemidji School District 31:**

Bemidji School District 31 has about 5,300 students and 17 locations. In Funding Year (FY) 2019 they received \$36 thousand in funding and in Funding Year 2020 they requested \$76 thousand in funding. Given these factors and the overall complexity of the applications, our fee for one year of service would be \$6,000.

### **Level 2 Pricing:**

E-Rate Central is willing to offer its service on an hourly basis for specific needs of your members. The costs listed below are inclusive of any overhead and will be billed in fifteen-minute increments. The hourly rate will depend on the specific services requested and the resources required to complete a task. For an example, support for on an audit would require a combination of work from each of the staff resources identified below. In most cases it is likely that most work can be completed by a program manager and a program analyst.

<b>Staff Level:</b>	<b>Hourly Rate:</b>
Director	\$350
Program Manager	\$275
Program Analyst	\$225
Administrative Assistant	\$175

The RFP requested a breakdown of direct labor, labor overhead charges, and overhead rate. It also requests cost for travel and a breakdown of other costs such clerical support, other overhead costs, and supplied. E-Rate Central does not account use this methodology for accounting purposes or determining a cost. Each engagement is very specific, and the resources leveraged for each project will vary based on the type of engagement. All these costs except for travel are embedded in the cost of our service.

Most of the work we do is completed remotely, but if travel is requested, we will pass through the costs with no additional mark-up. We are also willing to consider a reasonable per diem for lodging and meals as an alternative to a straight pass-through.

## Vendor Forms & Signatures

### RFP #21.2 – E-Rate Consulting Services

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled "***Vendor Forms & Signatures – Name of Company***".
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

**The following sections will need to be completed prior to submission and submitted as one single PDF titled "Vendor Forms & Signatures – Name of Company":**

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [Uniform Guidance "EDGAR" Certification Form](#)
4. [Solicitation Checklist](#)

# Addendum Acknowledgement

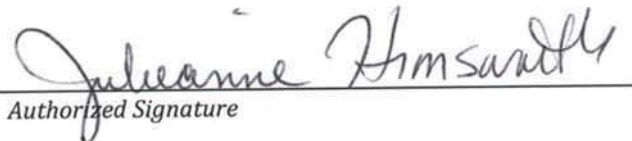
**Instructions:** Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum Numbers Received** (check the box next to each addendum received):

- |                                                    |                                         |
|----------------------------------------------------|-----------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5 |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

  
\_\_\_\_\_  
*Authorized Signature*

July 13, 2020

\_\_\_\_\_  
*Date*

**Acknowledgment:** I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgment may cause for rejection of this response.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*



## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

**Part I: Vendor**

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

<b>Business Name</b>	Tel/Logic Inc. dba E-Rate Central	<b>Date</b>	07/13/2020
<b>Address</b>	400 Post Ave. Suite 410	<b>City, State, Zip</b>	Westbury NY 11590-2291
<b>Contact Person</b>	Julieanne Himsworth	<b>Title</b>	Procurement Specialist
<b>Authorized Signature</b>		<b>Title</b>	Procurement Specialist
<b>Email</b>	jhimsworth@e-ratecentral.com	<b>Phone</b>	516-801-7885

**Part II: CPC**

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

**Awarding Agency** \_\_\_\_\_

**Authorized Representative** \_\_\_\_\_

**Name Printed or Typed** \_\_\_\_\_

**Awarded this** \_\_\_\_\_ **day of** \_\_\_\_\_ **Contract Number** \_\_\_\_\_

**Contract to Commence** \_\_\_\_\_



# Uniform Guidance “EDGAR” Certification Form

200 CRF Part 200

**Instructions:** When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Vendors submitting proposals must complete this EDGAR Certification form regarding the Vendor’s willingness and ability to comply with certain requirements, which may be applicable to specific agency purchases using federal grant funds.

For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the Vendor’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Vendor fails to complete any item of this form, CPC will consider and may list the response, as the Vendor is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Vendor using federal funds.

## 1. Violation of Contract Terms and Conditions

Provisions regarding Vendor default are included in CPC’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Vendor and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as CPC’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

## 2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Vendor. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay the Vendor for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Vendor’s return policy. If the participating agency has paid the Vendor for goods and services provided as the date of termination, the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Vendor, the participating agency’s provision shall control.

## 3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of



"federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

#### **4. Davis Bacon Act**

When required by Federal program legislation, Vendor agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of wage determination.

Vendor further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this title or imprisoned not more than five (5) years, or both.

#### **5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.



## 8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the Vendor is not current listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

## 9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## 10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, the Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by the Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Vendor's contract with CPC.

## 12. General Compliance with Participating Agencies


In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Vendor Certification (By Item)	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	yes	JH
2. Termination for Cause of Convenience	yes	JH
3. Equal Employment Opportunity	yes	JH
4. Davis-Bacon Act	yes	JH
5. Contract Work Hours and Safety Standards Act	yes	JH
6. Right to Inventions Made Under a Contract or Agreement	yes	JH
7. Clean Air Act and Federal Water Pollution Control Act	yes	JH
8. Debarment and Suspension	yes	JH
9. Byrd Anti-Lobbying Amendment	yes	JH
10. Procurement of Recovered Materials	yes	JH
11. Profit as a Separate Element of Price	yes	JH
12. General Compliance with Participating Agencies	yes	JH

Tel/Logic Inc. dba E-Rate Central

*Name of Business*



*Signature of Authorized Representative*

Julieanne Himsworth/Procurement Specialist

*Printed Name/Title*

07/13/2020

*Date*



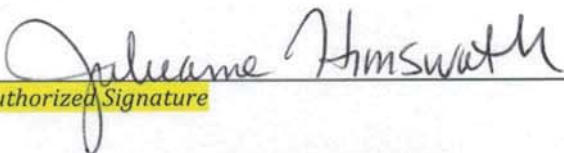
## Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase ([www.publicpurchase.com](http://www.publicpurchase.com)). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

**Your organization's uploaded proposal should include the following submitted and correctly labeled documents:**

X	Document Title	How to be Submitted
	Performance Bond of \$2,500 (Copy)	Submit as PDF
	Pricing - Level 1 - Name of Company	Submit as PDF
	Pricing - Level 2 - Name of Company	Submit as PDF
	Vendor Questionnaire - Name of Company	Submit as PDF
	Exhibit A - Marketing Plan - Name of Company	Submit as PDF
	Exhibit B - Letter of Agency (Sample) - Name of Company	Submit as PDF
	Exhibit C - E-Rate Correspondence (Sample) - Name of Company	Submit as PDF
	Exhibit D - Letter/Line of Credit - Name of Company	Submit as PDF
	Vendor Forms & Signatures - Name of Company	Submit as one (1), single PDF. <b>*Signatures Required</b>
	Certificate of Insurance - Name of Company	Submit as PDF
	Additional Information - as required <ul style="list-style-type: none"> <li>• Business Type Certificate (see Vendor Questionnaire)</li> </ul>	Submit as PDF

**IMPORTANT:** All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double-check your uploaded documents for completion prior to submission.

  
 Authorized Signature

Julianne Himsworth/Procurement Specialist

Printed Name/Title

07/13/2020

Date

# E-RATE CENTRAL

Simplifying E-rate since 1997

Let us streamline the *complex* E-rate process  
and *maximize* funding



E-RATE CENTRAL  
—SIMPLIFYING E-RATE—



## EXPERIENCED

Over 450 years of cumulative E-rate experience consisting of State E-rate Coordination, School District Administration, Library Administration, Telecommunications and Senior Leadership at USAC/SLD



## HOW WE HELP



- Personalized & professional service
- Accurate & timely applications
- Vendor management & invoice review
- Record retention & cloud storage
- Web-based tools & data monitoring

## \$2 BILLION FUNDING

E-Rate Central has secured more than \$2B in funding for our clients since 1998.



## ASK THE EXPERTS

*Founding members* of both the State E-Rate Coordinator's Alliance (SECA, 1998) and E-Rate Management Professionals Association (E-mpa®, 2008)



**CONTACT US FOR A FREE  
E-RATE ANALYSIS**



www.e-ratecentral.com | 877-801-7880  
gharwood@e-ratecentral.com | kdillon@e-ratecentral.com

## E-Rate Central Letter of Agency

Please place the following letter on your letterhead, sign, and return it to us by email:

Email: [gharwood@e-ratecentral.com](mailto:gharwood@e-ratecentral.com)

[Date]

Schools and Libraries Division  
Universal Service Administrative Company  
700 12<sup>th</sup> Street, NW, Suite 90  
Washington, DC 20005

To whom it may concern:

This letter will confirm that we have engaged E-Rate Central to assist in our E-rate application and processing activities through the 2021-2022 school year ending June 30, 2022. To facilitate this assignment, we have authorized E-Rate Central personnel to:

- Access and/or generate E-rate information within USAC's E-Rate Productivity Center ("EPC")
- File Form 486s on our behalf for approved funding based upon the CIPA documentation provided
- File for discount reimbursements through USAC's online BEAR system
- Respond on our behalf to requests from FCC, USAC, SLD, PIA, or any other person or entity acting on their behalf, relating to any and all E-rate related matters.

E-Rate Central is also authorized to represent us in all communications with our service providers regarding all matters pertaining to the E-Rate application and funding process for related funding years. Specifically, E-Rate Central is authorized to access copies of invoices, billing records, customer service records (including Customer Proprietary Network Information ("CPNI")), contracts, service agreements, and any other information needed to facilitate the E-Rate process.

Please be advised that E-Rate Central does not provide us with any services that are eligible for E-rate discounts, nor does E-Rate Central have responsibility for our selection of vendors providing such services.

Sincerely,

[Name]

[Title]

- Funding Status – FY 2019
- FCC Releases Category 2 Rules
  - Category 2 Rules for FY 2020
  - Category 2 Rules for FY 2021 and Beyond
  - “Either-and” not “Either-or”
  - ESL and Other Issues
- E-Rate Updates and Reminders
  - Upcoming E-Rate Dates
  - Multifactor Authentication for Service Providers
  - Huawei Sues FCC To Halt National Security Prohibition
- USAC News Brief Dated December 6 – Category 2 Budgets and PQA Requests

## Funding Status – FY 2019

USAC released Wave 36 for FY 2019 on Thursday, December 5<sup>th</sup>. Funding totaled \$31.8 million, including \$820 thousand for three E-Rate Central clients. Cumulative commitments through December 5<sup>th</sup> are \$2.01 billion — breaking the \$2 billion level for the first time

## FCC Releases Category 2 Rules

One day after we mildly chastised the FCC, in our last newsletter, for not releasing the long-awaited Category 2 Order, they did so. Such is the power of the press!

The Category 2 Order ([FCC 19-117](#)) permanently adopts (with some simplifying changes) the basic 5-year budgeting process that had been in effect on a trial basis for FY 2015-2019. The new rules take effect on an ongoing basis as of FY 2021 with special transitional rules for FY 2020. The Order does not include the Eligible Services List (“ESL”) for FY 2020 but does address a few of the outstanding ESL issues and updates the equipment transfer rules.

### *Category 2 Rules for FY 2020:*

The FCC order extends the existing Category 2 budgeting mechanism, which was set to expire after FY 2019, through FY 2020 — essentially converting five-year budgets into six-year budgets by expanding the budgets by 20%. For FY 2020:

- Budgets will still be calculated on a per school or per library basis.
- The basic budgetary factor for FY 2020 will be adjusted upward from FY 2019 to reflect inflation. The precise inflation factor has yet to be finalized but is estimated as 2.1%. At this rate, including the additional 20%, the prediscount budget factors are estimated to be:

- \$195.63 per student for schools.
- \$2.99 per square-foot for rural libraries.
- \$6.52 per square-foot for urban libraries (local codes 11, 12, and 21).
- \$11,998.43 minimum budget per entity.
- The actual FY 2020 budget for any school or library would exclude any committed Category 2 funding for the period FY 2015-2019.
- All Category 2 budgets will expire at the end of FY 2020 (i.e., no carryover into FY 2021).

*Category 2 Rules for FY 2021 and Beyond:*

Category 2 rules going forward are designed for greater simplicity. Beginning in FY 2021:

- The Category 2 budget mechanism will utilize fixed five-year cycles, i.e. FY 2021-2025, FY 2026-2030, etc.
- Budget factors will be fixed for the entire five-year period and adjusted for inflation only once at the start of each new five-year cycle.
- Budgets will be calculated and administered on a districtwide or systemwide basis for school “districts” and library “systems.”
  - A school district is defined as “all schools that fall under the control of a central administrative agency” (including, for example, a group of centrally-managed charter schools).
  - Conceptually, library systems would be handled and defined similarly.
  - Non-Instructional Facilities (“NIFs”) remain ineligible for Category 2 funding.
- The budget factors for FY 2021-2025 have been pre-determined.
  - \$167.00 per student for schools (counting full-time students only).
  - \$4.50 per square-foot for libraries (regardless of locale code).
  - \$25,000.00 minimum budget per entity.
- The total budget for a school district or library system is calculated for FY 2021-2025 as the **greater** of:
  - \$167.00 times the number of total students or \$4.50 times the total number of square feet; **or**
  - \$25,000.00 (the entity minimum) times the number of schools or libraries.
    - Note: the \$25,000 minimum entity option will prove superior if the average size of a district’s schools is less than 150 students or a system’s average library is less than 5,555 square feet.
  - Districts of 10 schools or less, and systems with 10 libraries or less, have a hybrid option for calculating budgets for individual schools or libraries using either the \$167/student, \$4.50/sq.ft., or \$25,000 minimum calculation, then summing the individual results for a total budget.

*“Either-and” not “Either-or”:*

Here’s a question for any E-rate applicant who used little or no internal connections funding over the past five years: “Should I apply for Category 2 funding in FY 2020 or should I wait until FY 2021 or later?”



The proper response to this question is to recognize that this is an improper question. The best strategy under the FCC’s new Category 2 rules is not “either-or;” it’s “either-and!” Applicants who have used no Category 2 funding to date qualify for receiving six years’ worth of Category 2 funding in FY 2020 and five years’ worth of funding over the five-year period FY 2021-2025. The FY 2021-2025 opportunity is good; the FY 2020 opportunity is spectacular!

Consider these prediscout budget examples for schools and libraries that have not used any Category 2 funding to date:

For a school district with 1,000 students:	
FY 2020 @ \$195.63 per student:	\$195,630.00
FY 2021-2025 @ \$167.00 per student:	\$167,000.00
For an urban library of 10,000 square-feet:	
FY 2020 @ \$6.52 per square-foot:	\$65,200.00
FY 2021-2025 @ \$4.50 per square-foot:	\$45,000.00
For a rural library of 10,000 square-feet:	
FY 2020 @ \$2.99 per square-foot:	\$29,900.00
FY 2021-2025 @ \$4.50 per square-foot:	\$45,000.00

Ignoring the possible benefits of the \$25,000 minimum budget factor that can provide additional budget benefits beginning in FY 2021, these examples illustrate the importance of the sixth-year step-up in the budget factors for the upcoming year. Rural libraries will receive a substantial increase in Category 2 budgets in FY 2021 whether they apply for funding in FY 2020 or not. Schools, school districts, and urban libraries also receive healthy five-year budgets as of FY 2021 but have been given an even larger one-year budget for FY 2020. These are “either-and” opportunities not to be missed.

#### *ESL and Other Issues:*

In addition to its new Category 2 budget rules, the FCC’s Order addressed two other issues, namely:

- In reference to the Eligible Services List (“ESL”) for FY 2020, which has not yet been released (but is expected soon), the FCC ruled as follows:
  - Basic Maintenance of Internal Connections (BMIC), Managed Internal Broadband Services (MIBS), and caching servers remain eligible.
  - No new services will be added to the Eligible Services List.
  - The FCC has waived the 60-day ESL release requirement for the opening of the Form 471 application window for FY 2020. This should permit USAC to open the window as planned by mid-January.
- The transfer of equipment between schools in a district or between libraries in a system no longer needs to be reported to USAC. (Note: transfer records, including reasons for transfers, must be maintained for five years; and asset and inventory records are required to be retained for ten years after purchase).

## E-Rate Updates and Reminders

### *Upcoming E-Rate Dates:*

- December 11      USAC webinar “[Preparing for FY 2020.](#)”
- December 13      Form 486 deadline for FY 2019 funding committed in Wave 17. More generally, the Form 486 deadline is 120 days from the FCDL date or the service start date (typically July 1<sup>st</sup>), whichever is later. Other upcoming Form 486 deadlines are:
- |         |            |
|---------|------------|
| Wave 18 | 12/20/2019 |
| Wave 19 | 12/27/2019 |
| Wave 20 | 12/30/2019 |
- January 10?      Estimated end date of the administrative window for FY 2020, the period in which applicants can — and should — update entity data in their EPC accounts. Once the administrative window is closed, EPC entity data will be locked for the duration of the FY 2020 application window. For details, see [USAC’s Schools and Libraries News Brief of October 11, 2019.](#)

### *Multifactor Authentication for Service Providers:*

USAC issued a [Special Edition News Brief on December 2<sup>nd</sup>](#) to advise service providers that it was adding multifactor authentication (“MFA”) to the login procedure used by service providers to access the E-File system. The E-File system is used by service providers to access (a) the Form 472 BEAR search tool, (b) the Form 473 SPAC, (c) the Form 498, (d) the legacy Online Item 21 tool, and now (d) the Form 474 SPI. MFA (and SPI filing capability within the E-File system) became effective December 4<sup>th</sup>.

MFA is an added security feature being added to many web-based portals. In addition to the typical username and password used with most system logins, MFA logins require one or more additional entries such as a one-time security code delivered by email or mobile text. The additional authentication step is being added to cut down on the unauthorized sharing — or hacking — of user names and passwords. The downside, of course, is that the additional step will make portal logins a bit slower and more burdensome.

USAC has indicated that it will be instituting the MFA procedure to all its systems, but that it will refrain from adding it to the EPC portal until later next spring after the close of the Form 471 application window for FY 2020. A short [MFA training video](#) is available on the USAC website.

### *Huawei Sues FCC To Halt National Security Prohibition:*

As discussed in our [newsletter of December 2<sup>nd</sup>](#), the FCC has adopted an Order ([FCC 19-121](#)) prohibiting the use of USF funds to purchase equipment and services from companies — specifically Huawei and ZTE — deemed to be threats to national security. Huawei has filed a petition for review in the United States Court of Appeals for the Fifth Circuit (covering the region in Texas that includes Huawei’s American headquarters) alleging that the FCC’s deliberations did

not offer Huawei adequate due process protections before designating it a security threat. Unless the Fifth Circuit issues a stay order, the FCC’s national security Order will become effective upon its publication in the *Federal Register*.

Compliance with the FCC’s national security Order is predominantly the responsibility of service providers, but it behooves E-rate applicants to seek assurances from their vendors that equipment and services provided are compliant. Dealing with this situation is similar to another long-standing rule requiring service providers to provide equipment and services at the [Lowest Corresponding Price](#) (“LCP”). It would not be inappropriate for E-rate applicants to seek service provider compliance with both rules during the competitive bidding (or contracting) process with Form 470 and/or RFP language such as:

By submitting a bid on the requested services herein, the vendor certifies that its proposed prices are consistent with the FCC’s [Lowest Corresponding Price](#) (“LCP”) requirements and that its equipment and services are compliant with the FCC’s recent Order ([FCC 19-121](#)) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other “covered company” deemed a national security threat.

## **USAC News Brief Dated December 6 – Category 2 Budgets and PQA Requests**

[USAC’s Schools and Libraries News Brief of December 6, 2019](#) notes the FCC’s release of the Category 2 budget Report and Order, discussed in much greater detail above.

The News Brief also indicates that USAC’s 2019 [Payment Quality Assurance \(PQA\)](#) assessment program is now underway. Randomly selected applicants may be asked to provide invoice documentation to validate payments made over the past twelve months.

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- Funding Status – FY 2019 and FY 2020
- COVID-19, School Closures, and E-Rate
- E-Rate Updates and Reminders
  - Upcoming E-Rate Dates
  - USF Quarterly Contribution Factor Declines
  - FCC Announces Inflation-Based Cap for FY 2020
  - NSLP Waivers for Closed Schools
- USAC News Brief Dated March 13 – Form 471 Filing Reminders

## Funding Status – FY 2019 and FY 2020

### *FY 2019:*

USAC released Wave 50 for FY 2019 on Thursday, March 12<sup>th</sup>. Funding totaled \$26.7 million including \$1.18 million for one E-Rate Central client. Cumulative commitments through March 12<sup>th</sup> are \$2.23 billion including \$82.6 million for E-Rate Central clients.

### *FY 2020:*

In response to the COVID-19 pandemic, the FCC announced last week that **the Form 471 application deadline for FY 2020 has been extended until 11:59 p.m. EDT on Wednesday, April 29<sup>th</sup> (DA 20-273)**. PIA reviews are currently underway. As of last Friday, over 5,400 applications had already been designated as “Wave Ready.”

## COVID-19, School Closures, and E-Rate

The early threat of COVID-19 has already led to a rash of school closings throughout the United States in what could lead to what one expert described as “a vast unplanned experiment in home schooling.” Although E-rate provides limited financial support for virtual schools, there is little in the current funding rules to assist traditional schools in quickly transitioning to a remote learning environment.

Last week, two FCC Commissioners, [Jessica Rosenworcel](#) and [Geoffrey Starks](#), both suggested emergency steps that the FCC could take in a number of its programs to support “telework, telehealth, and tele-education.” In the educational arena, both Commissioners focused on funding to “rapidly increase the number of lendable hotspots available through schools and libraries.” E-rate funding of mobile hotspots<sup>1</sup> would be a step in the right direction but falls far short of

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<sup>1</sup> E-rate is not the only potential source of funding being considered for mobile hotspots. As discussed in our [newsletter of March 2<sup>nd</sup>](#), there is legislation pending in the House — “Closing the Homework Gap Through Mobile Hotspots Act” H.R. 5243 — that would provide \$100 million in funding to schools and libraries.

addressing all the remote technology issues schools will be facing in the coming weeks and months. In particular:

1. Hotspots in student homes would need to be tied into wireless Internet services. Monthly data usage fees, even if assumed by schools and libraries, are not currently E-rate eligible.
2. Some form of device (laptop, tablet, etc.) is necessary for effective distance learning. Such devices have never been E-rate eligible.
3. Existing school Internet bandwidth may not be sufficient to support a large number of concurrent remote users. Additional bandwidth, if properly deployed (essentially making regular schools into virtual schools), would be E-rate eligible. To provide E-rate funding, however, the FCC would have to further extend or reopen the application window for FY 2020 (and the remainder of FY 2019).
4. Most schools would have to fund, procure, and implement LMS (Learning Management System) software. Such software has never been E-rate eligible.

Besides funding mobile hotspots, other actions that the FCC should consider, at least temporarily, include:

- Supporting off-campus Internet access for students in lower-income families.
- Encouraging service provider provision of free or reduced-priced equipment and/or services by easing gift rules and Lowest Corresponding Price (“LCP”) restrictions.
- Opening a second filing window that would allow applicants to refile for funding once a true assessment of their needs has been determined.

As of the end of last week, we began to see requests of this nature being made to the FCC. We expect to see a number of additional requests being filed this week.

FCC Chairman Ajit Pai, to his credit, announced last Friday that he had launched the [Keep Americans Connected Pledge](#) program and has been personally asking broadband and telephone service providers (and their trade associations), apparently with great success, for a 60-day voluntarily agreement to:

1. Not terminate service to residential or small business customers because of their inability to pay their bills due to the disruptions caused by the coronavirus pandemic;
2. Waive any late fees that residential or small business customers incur because of their economic circumstances related to the coronavirus pandemic; and
3. Open their Wi-Fi hotspots to any American who needs them.

**Special note:** E-Rate Central clients seeking additional guidance on steps they can take to support remote student instruction are encouraged to contact our educational technology specialist Charles Thacker (former Executive Technology Director of Farmington Schools, NM) at [cthacker@e-ratecentral.com](mailto:cthacker@e-ratecentral.com).



## E-Rate Updates and Reminders

### *Upcoming E-Rate Dates:*

- March 16 Due date for submitting reply comments on the FCC’s Notice of Proposed Rulemaking (“NPRM”) regarding new rules on suspensions and debarments ([FCC 19-120](#)). See our [newsletter of February 17<sup>th</sup>](#) for a summary of initial comments.
- March 20 Form 486 deadline for FY 2019 funding committed in Wave 34. More generally, the Form 486 deadline is 120 days from the FCDL date, or the service start date (typically July 1<sup>st</sup>), whichever is later. Other upcoming Form 486 deadlines are:
- |         |            |
|---------|------------|
| Wave 35 | 03/26/2020 |
| Wave 36 | 04/03/2020 |
| Wave 37 | 04/10/2020 |
- April 29 Extended closing date of the FY 2020 Form 471 application window (11:59 p.m. EDT). Note that with the new extended Form 471 deadline, the last possible date for filing an effective Form 470 for FY 2020 becomes April 1<sup>st</sup> — appropriately April Fool’s Day for those waiting until the last moment.

### *USF Quarterly Contribution Factor Declines:*

Last Friday, the FCC announced the [Proposed Second Quarter 2020](#) Universal Service Contribution Factor would be 19.6%. As shown in the following table, the second quarter percentage represents another drop from the 4Q19 all-time high of 25.0%.

**Proposed Contribution Factor by Calendar Year**

	2018	2019	2020
1st Quarter	19.5%	20.0%	21.2%
2nd Quarter	18.4%	18.8%	19.6%
3rd Quarter	17.9%	24.3%	
4th Quarter	20.1%	25.0%	

### *FCC Announces Inflation-Based Cap for FY 2020:*

The FCC formally announced ([DA 20-263](#)) last week that the E-rate funding cap for FY 2020 has been adjusted upwards from FY 2019 to \$4,151,395,402 to reflect a 1.8% inflation factor. Assuming that an additional amount of previously unused funds — perhaps upwards of \$1 billion — will be available to be carried over into FY 2020 the true cap is expected to be north of \$5 billion. Such a cap would be more than twice the annual program demand in recent years. It would also indicate that there is funding available for any initiatives needed to support schools addressing remote learning in response to COVID-19.

### *NSLP Waivers for Closed Schools:*

With the closing of many schools due to the threat of the coronavirus, many states have obtained waivers from the U.S. Department of Agriculture (“USDA”) to continue to provide lunches and snacks to eligible students using “grab-and-go” or delivery (to non-school locations) models

Note also that the U.S. House of Representatives passed an emergency appropriations bill ([H.R. 6201](#)) last weekend with supported expected this week by the Senate and the President. The bill includes a provision permitting states to provide families whose children receive free or reduced-price school meals with money to buy food in the event of school closures. The assistance would kick in after five consecutive days of school cancellation.

### **USAC News Brief Dated March 13 – Form 471 Filing Reminders**

[USAC’s Schools and Libraries News Brief of March 13, 2020](#), reviews actions applicants should undertake before the extended application filing window closes, including:

- Wait the full 28 days after filing a Form 470 before selecting your service provider(s) and certifying your Form 471.
- Make sure you have the necessary EPC rights to work on a Form 471.
- Start your Form 471 even if you are not ready to provide all funding request details.
- Create a contract record for each new contract or legally binding agreement.
- Ask CSB to create missing entities for you, if necessary.
- Create a customer service case in EPC to provide them with detailed information or if you want a written response to your question(s).

Last Friday’s News Brief also announced the extension of the Form 471 application filing window to April 29<sup>th</sup> and the FCC’s directive to USAC to provide all applicants with an automatic, 14-day extension for responding to PIA inquiries.

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- Funding Status – FY 2019 and FY 2020
- COVID-19 E-Rate Update
  - FCC Extends Key E-Rate Deadlines
- E-Rate Updates and Reminders
  - Upcoming E-Rate Dates
  - FCC Decision Watch
- USAC News Brief Dated April 3 – Extensions and Expansions

## Funding Status – FY 2019 and FY 2020

### *FY 2019:*

USAC released Wave 53 for FY 2019 on Thursday, April 2<sup>nd</sup>. Funding totaled \$3.5 million including \$3.07 for one E-Rate Central client. Cumulative commitments through April 2<sup>nd</sup> are \$2.25 billion including \$85.7 million for E-Rate Central clients.

### *FY 2020:*

The Form 471 application deadline for FY 2020 has been extended until 11:59 p.m. EDT on Wednesday, April 29<sup>th</sup> ([DA 20-273](#)). PIA reviews are currently underway. As of last Friday, over 12,000 applications — more than half the 22,000 Form 471s submitted to date — have already been designated as “Wave Ready.”

## COVID-19 E-Rate Update

### *FCC Extends Key E-Rate Deadlines:*

Paralleling the extension of the FY 2020 Form 471 deadline by a month, the FCC issued an order ([DA 20-364](#)) temporarily extending other key E-rate deadlines. Specifically, the Order:

1. Extends the FY 2019 service implementation deadline for nonrecurring services (predominately for the installation of Category 2 equipment) by one year from September 30, 2020 to September 30, 2021. The Order is silent on the treatment of service delivery deadlines for FY 2018 that had already been extended for one year. Presumably FY 2018 deadlines remain September 30, 2020.
2. Extends the FY 2019 deadline for special construction installations by one year from June 30, 2020 to June 30, 2021. Unlike the nonrecurring deadline extension decision above, the special construction extension also applies to FY 2018 projects that had already received a one-year extension.

3. Grants schools and libraries an automatic 60-day extension to file USAC and/or FCC appeals thereby extending the appeal window from 60 days to 120 days. This extension will apply for waivers and appeals of decisions dated from January 11 to August 1, 2020.
4. Provides applicants and service providers with current invoice deadlines from March 11 to October 28, 2020 (nominally the regular invoice deadline for FY 2019 recurring services) an automatic 120-day extension. Heretofore, these 120-day extensions had to be requested (i.e., were not automatic). Beyond the 120-days, the Order directs USAC to provide an additional 30-day extension upon request.
5. Extends the Form 486 filing deadline an additional 120 days for those applicants whose deadlines had previously been from March 11 to September 30, 2020. Applicants missing the extended Form 486 deadlines will presumably still receive Urgent Reminder Letters giving them an additional 15 days.
6. Provides all program participants with automatic 30-day extensions to respond to most information requests including inquiries on PIA application reviews, USAC appeals, invoice reviews, Form 500 changes, SPIN changes, FRN cancellations, and BCAP and PQA audits otherwise due between March 11 and May 22, 2020. Beyond May 22<sup>nd</sup>, inquiries would fall under the summer deferral period ending September 11<sup>th</sup>, the Friday after Labor Day.

Another positive development, unrelated to the extensions but appearing in the FCC's separate [notice of the Order](#), was a statement by FCC Chairman Pai that "I look forward to continue working with Congress to fund a Remote Learning Initiative so that every child can continue being educated during the pandemic." Hopefully that bodes well for at least a temporary solution to the "Homework Gap" in additional stimulus legislation. That support coincides nicely with a letter sent last week to congressional leaders by 35 senators calling for \$2 billion to be set aside for schools and libraries to provide Wi-Fi hotspots or other devices with Internet capability for students who have inadequate connectivity.

## **E-Rate Updates and Reminders**

### *Upcoming E-Rate Dates:*

- |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| April 8  | Deadline to file comments in "opposition" (or support) of the Petitions for Reconsideration filed by (a) the <a href="#">State E-Rate Coordinators' Alliance</a> ("SECA) and (b) <a href="#">Infinity Communications &amp; Consulting</a> . As discussed in our <a href="#">newsletter of January 27<sup>th</sup></a> , the Petitions call for the FCC to amend its Category 2 Order ( <a href="#">FCC 19-117</a> ) to (a) eliminate the requirement to allocate out of funding requests the use of any Category 2 equipment used by standalone NIFs, and (b) clarify its decision to base Category 2 student counts on "full time" students only. Reply comments on the Petitions are due April 20 <sup>th</sup> . |
| April 29 | Extended closing date of the FY 2020 Form 471 application window (11:59 p.m. EDT). Note that with the new extended Form 471 deadline, the last possible date to file an effective Form 470 for FY 2020 was April 1 <sup>st</sup> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

### *FCC Decision Watch:*

The FCC issued another set of “streamlined” precedent-based decisions ([DA 20-339](#)) on March 31<sup>st</sup>. Applicants facing similar problems as those addressed in these decisions may garner useful information by carefully reading the additional FCC explanations found in the footnotes. The original appeal and waiver requests can be found online in the FCC’s [Search for Filings](#) under Docket 02-6.

In March’s streamlined decisions, the FCC:

1. Dismissed:
  - a. Four Requests for Review and/or Waiver deemed moot where USAC or the FCC had already taken the actions requested by the petitioners.
2. Granted:
  - a. One Request for Review allowing additional time to submit discount rate documentation.
  - b. One Request for Review (on behalf of eight applicants) — from 2007! — finding no improper service provider involvement in the competitive bidding process for the mailing of applicant Form 470s. The finding was based in part upon sworn statements that the service provider played no other role with respect to the Form 470s.
  - c. Four Requests for Review and/or Waiver involving ministerial and/or clerical errors.
  - d. One Request for Review of a USAC appeal initially deemed to have been filed late.
  - e. Four Requests for late-filed Waivers submitted “only a few days late” or “within a reasonable period of time after receiving actual notice of USAC’s adverse decision.”
  - f. Two Requests for Waiver of the special construction service delivery deadline for reasons deemed beyond the applicants’ control.

For the first time in our memory, no E-rate Requests for Review and/or Waiver were denied in the FCC’s monthly streamlined E-rate decisions.

### **USAC News Brief Dated April 3 – Extensions and Expansions**

[USAC’s Schools and Libraries News Brief of April 3, 2020](#), summarizes the extended E-rate deadlines discussed above and reports that the [online archive of USAC News Briefs](#) has been expanded to ten years.



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## Evaluation Committee Report RFP #21.2 – E-Rate Consulting Services

### Summary of Evaluation Committee Activity

The members of the Evaluation Committee were Paula Boomgaarden, Business Manager at Clearbrook-Gonvick School District; Darin Jensen, Executive Director at Region V; and Jerome Evans, CPC Program Representative.

Five (5) proposals were received by the submission deadline. They include E Rate 360 Solutions, E-Rate Elite Services, Infinity Communication & Consulting, Solix, Inc., and TelLogic dba E-Rate Central. Proposals were reviewed for compliance with the mandatory requirements outlined in the Request for Proposal (RFP). Four (4) proposals were found to be compliant and deemed responsive; they include E Rate 360 Solutions, E-Rate Elite Services, Solix, Inc., and TelLogic dba E-Rate Central. The Evaluation Committee was able to conduct its technical evaluation the week of July 20, 2020, and the pricing evaluation during the week of July 27, 2020.

### Evaluation Results

Refer to the attached Master Score Sheet, listed as Exhibit A.

### Committee Discussion & Overview

The evaluation committee agreed to the following:

1. All Vendors can provide E-Rate services to school districts and public libraries.
2. All Vendors are providing both Level 1 and Level 2 consulting services.

#### E Rate 360 Solutions

1. The Vendor did an overall nice job explaining who they were.
  - a. Employees are former USAC employees.
  - b. Currently serving agencies in 36 states.
  - c. The Vendor was specific about staffing and how many staff it takes to complete the work.
2. The Vendor noted they would be the primary contact as the PIA reviews come in.
3. The Vendor plans to provide marketing support. They plan or have attended trade shows/conferences. They did not address the lack of trade shows due to the COVID-19 pandemic.
4. The Vendor limited their process in describing how they would walk agencies through the process.
5. The Vendor is offering CPC the same pricing as everyone else. All organizations have access to this same pricing.
6. For Level 1 services, the Vendor provided no concrete pricing or even pricing scenarios to give a sense of what it may cost an agency. The Vendor sited all pricing is customized to the agency and their needs. The Vendor also noted the fees are dependent on the number of 470-471 forms being filed but did not include pricing for the forms.
7. For Level 2 services, the Vendor provided an hourly rate of \$125.00 per hour; all costs included except for travel required by the agency billed at cost.

#### E Rate Elite Services

1. The Vendor provided a thorough presentation of their company. Their response was very organized, hoping that translates to their service. The Vendor took time and put thought into their response.

2. The Vendor is a minority-owned enterprise; a value to metro area schools who are seeking certain business type certifications.
3. The Vendor was able to provide references within CPC's tri-state area. The evaluation committee felt they have a background of our location, in-state and outstate needs, referencing agency needs. The Vendor is currently working with Morris Public Schools, Morris, MN.
4. The Vendor noted a 100% funding rate of applications; they've also never had a reverse opinion on an audit.
5. The Vendor is willing to attend trade shows in collaboration with CPC.
6. The Vendor's offering of pricing to CPC is better than what is offered to other agencies.
7. For Level 1 services, the Vendor is charging per site fees for those agencies requesting funding for high-speed internet as well as a percentage of funding requests for category two (2) products. Their services for Level 1 do not include audit support beyond PIA.
8. For Level 2 services, the Vendor provided hourly charges for consulting services along with charges/fees for appeals and revised funding commitments.

### **Solix, Inc.**

1. The Vendor provided a robust, thorough response.
  - a. The map included with their response showed their reach visually. Infographics were an added touch.
  - b. Provided a lot of detail in their response; showing how they will walk an agency through the process to minimize confusion.
  - c. Providing regional management support.
  - d. Guiding developing solicitation requirements.
  - e. Provided a dashboard for clients to monitor and gauge their application process, see how it compares across their region and/or state.
2. The Vendor has 500 staff and holds 50 current E-Rate contracts; only 5 employees are dedicated to E-Rate, but the Vendor will pull in additional support staff when necessary. The Vendor's current customer list is large.
3. The Vendor currently holds a contract in Minnesota (Winona, MN).
4. The Vendor provides a feeling that they are a large company, however, they are still willing to work with smaller districts.
5. The Vendor claims to market directly to agencies; their response did not decipher if they would be marketing to all agencies who are not using E-Rate or agencies not using their E-Rate services.
6. The Vendor is offering pricing that is the same to others and other cooperatives.
7. For Level 1 services, pricing is laid out in a simple format of a per building price. There are no additional fees, which is a value add for CPC as they are normally charged to clients (rate + % of funding).
8. For Level 2 services, pricing is laid out by an hourly rate. Each type of staff has its assigned hourly rate, along with a definition of work that each staff will cover providing an upfront, easy way for agencies to budget.

### **TelLogic dba E-Rate Central**

1. The Vendor, as a company was impressive, but their response to the Questionnaire was minimal and vague in many areas.
2. The Vendor provided an outline of the appeal process they took with New Mexico.
3. The Vendor is wanting to branch out but is maybe not willing to put all services out there for smaller agencies.
4. The Vendor provided a marketing brochure, not a marketing plan. The Vendor doesn't normally attend trade shows but would be happy to attend.
5. The Vendor is offering pricing that is the same to others and other cooperatives.
6. The Vendor noted that timely submissions remain with the applicant, not with their company.

## Recommendation

After a thorough analysis of the Vendor proposals, the Evaluation Committee recommends that the contract be awarded to Solix, Inc.

DocuSigned by:

*Paula Boomgaarden*

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Paula Boomgaarden, Business Manager  
Clearbrook-Gonvick Public Schools

DocuSigned by:

*Darin Jensen*

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Darin Jensen, Executive Director  
Region V

DocuSigned by:

*Jerome Evans*

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Jerome Evans, CPC Program Representative  
Cooperative Purchasing Connection

DocuSigned by:

*Lisa Truax*

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Lisa Truax, RFP Facilitator  
Cooperative Purchasing Connection

1 Attachment/Exhibit A  
Scoring Spreadsheet

cc: Procurement File





August 7, 2020

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**Evaluation Committee Report, RFP #21.2 – E-Rate Consulting Services**

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Upon review of the evaluation committee’s recommendation for RFP #21.2 – E-Rate Consulting Services, the Cooperative Purchasing Connection (CPC) is adding a Vendor to its recommendation for award; E-Rate Elite Services, Inc.

CPC agrees that to fully cover membership across the tri-state area and to ensure all participating agencies (K12 and public libraries) have access to E-Rate Consulting Services, there is a need to provide an alternative option.

E-Rate Elite Services is a top contender in the evaluation process and will provide value to CPC’s participating agencies.

This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors.

Regards,



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Lisa M. Truax | Procurement Solutions Coordinator  
Cooperative Purchasing Connection

CC: Procurement File

August 7, 2020

eRate 360 Solutions, LLC  
Attn: Kasey Oakley  
903 Swift Bear Street  
Henderson, NV 89002

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**Award Decision, RFP #21.2 – E-Rate Consulting Services**

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Dear Kasey Oakley:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #21.2 – E-Rate Consulting Services.

The cooperative purchasing team, using the weighted criteria outlined in the RFP documents, have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. The evaluation team did not select your proposal for the award.

CPC would like to thank you for your proposal and the interest in this RFP. CPC will look forward to your participation in future RFP's for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Regards,



---

Lisa M. Truax | Procurement Solutions Coordinator  
Cooperative Purchasing Connection

August 7, 2020

Tel/Logic Inc. dba E-Rate Central  
Attn: Julieanne Himsworth  
700 Post Ave. Suite 410  
Westbury, NY 11590-2291

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**Award Decision, RFP #21.2 – E-Rate Consulting Services**

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Dear Julieanne Himsworth:

The Cooperative Purchasing Connection (CPC) would like to thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #21.2 – E-Rate Consulting Services.

The cooperative purchasing team, using the weighted criteria outlined in the RFP documents, have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. The evaluation team did not select your proposal for the award.

CPC would like to thank you for your proposal and the interest in this RFP. CPC will look forward to your participation in future RFP's for similar engagements.

Should you have any questions about this matter, please feel free to contact me.

Regards,



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Lisa M. Truax | Procurement Solutions Coordinator  
Cooperative Purchasing Connection

August 7, 2020

E-Rate Elite Services, Inc.  
Attn: David LeNard  
10989 Red Run Blvd. Suite 202  
Owings Mills, MD 21117

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**Award Decision, RFP #21.2 – E-Rate Consulting Services**

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Dear David LeNard:

The Cooperative Purchasing Connection (CPC), using the weighted criteria outlined in the Request for Proposal (RFP), have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

We are pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; the Cooperative Purchasing Connection looks forward to working with you.

Regards,



---

Lisa M. Truax | Procurement Solutions Coordinator  
Cooperative Purchasing Connection

## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

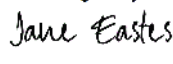
### Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	<u>E-Rate Elite Services, Inc.</u>	Date	<u>7/15/2020</u>
Address	<u>10989 Red Run Blvd. Suite 202</u>	City, State, Zip	<u>Owings Mills, MD 21117</u>
Contact Person	<u>David LeNard</u>	Title	<u>Director</u>
Authorized Signature		Title	<u>Director</u>
Email	<u>dlenard@erateelite.com</u>	Phone	<u>410-902-5800 ext. 103</u>

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency	<u>Cooperative Purchasing Connection</u>		
Authorized Representative	DocuSigned by:  <small>6D9BB132B63040A...</small>		
Name Printed or Typed	<u>Jane Eastes, Deputy Executive Director</u>		
Awarded this	<u>7th</u>	day of	<u>August, 2020</u>
		Contract Number	<u>21.2 - EES</u>
Contract to Commence	<u>September 1, 2020</u>		



August 7, 2020

Solix, Inc.  
Attn: Eric Seguin  
10 Lanidex Plaza West, Suite 300  
Parsippany, NJ 07054

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**Award Decision, RFP #21.2 – E-Rate Consulting Services**

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Dear Eric Seguin:

The Cooperative Purchasing Connection (CPC), using the weighted criteria outlined in the Request for Proposal (RFP), have completed their review of the proposals received. Evaluation criteria included qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering.

We are pleased to announce that your proposal received the recommendation for award. This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract for the awarded goods and/or services. Thank you for submitting your proposal; the Cooperative Purchasing Connection looks forward to working with you.

Regards,



---

Lisa M. Truax | Procurement Solutions Coordinator  
Cooperative Purchasing Connection

CC: Ivan Rushfield  
Kevin Pollison  
Edward Holser



## Contract Offer & Award

**Instructions:** Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

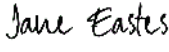
### Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	<u>Solix, Inc.</u>	Date	<u>7/15/2020</u>
Address	<u>10 Lanidex Plaza West, Suite 300</u>	City, State, Zip	<u>Parsippany, NJ 07054</u>
Contact Person	<u>Eric D. Seguin</u>	Title	<u>Senior Vice President</u>
Authorized Signature	<u></u>	Title	<u>Senior Vice President</u>
Email	<u>Eric.Seguin@solixinc.com</u>	Phone	<u>973-581-7676</u>

### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from a CPC participating agency. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below and continue unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for one (1) additional 24-month period.

Awarding Agency	<u>Cooperative Purchasing Connection</u>		
Authorized Representative	<small>DocuSigned by:</small> <u></u> <small>8D9BB132BB3040A...</small>		
Name Printed or Typed	<u>Jane Eastes, Deputy Executive Director</u>		
Awarded this	<u>7th</u>	day of	<u>August, 2020</u>
Contract Number	<u>21.2 - SOL</u>		
Contract to Commence	<u>September 1, 2020</u>		