

# Adrian Public Schools

## REQUEST FOR PROPOSAL

FY 2025-2026

Internet Communications Equipment

ERate Category Two

BEN: 131422

FORM 470 #250008695

### PROPOSAL DUE DATE

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY BY:

January 18, 2025

Before 3:00 PM (EST)

### SUBMIT EMAIL RESPONSE TO

[rskeels@adrian.k12.mi.us](mailto:rskeels@adrian.k12.mi.us)

Ryan Skeels

Technology Director

Adrian Public Schools

785 Riverside Ave, STE 1

Adrian, MI 49221

Phone: (517) 264-6648

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## Notice to Responders

**NOTICE IS HEREBY GIVEN** that Adrian Public Schools, acting by and through its Board of Education, will receive up to, but no later than January 18, 2025, at 3:00 p.m. electronic RFPs from qualified responders for the award of:

**FY 2025-2026  
Internet Communications Equipment  
Erate Category 2  
BEN: 131422  
FORM 470 #250008695**

### Questions

All questions regarding this RFP are due on or before December 30, 2024, at 3:00 p.m. via email to: [rskeels@adrian.k12.mi.us](mailto:rskeels@adrian.k12.mi.us) with the subject line of "**470 #250008695 RFP QUESTIONS**". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be responded to in the form of addenda to this RFP and posted on our website January 6, 2025, at or before 3:00 p.m. It is the responsibility of the prospective Responder to check the website <https://www.adrianmaples.org/district/official-notifications.php> for updates.

### Due Date

**Proposals are due via email to [rskeels@adrian.k12.mi.us](mailto:rskeels@adrian.k12.mi.us) before 3:00 p.m., January 18, 2025.** All bids should be submitted as a PDF file and the time-date stamp of the received email will be used as the submission Date/Time. Sole responsibility rests with the Responder to ensure that their proposal(s) is received on time.

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

The RFP will be posted to the Adrian Public Schools website at <https://www.adrianmaples.org/district/official-notifications.php> Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.

The following documentation is required in the RFP Submittal:

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

## Purpose

Adrian Public Schools is seeking proposals for Category 2 Network Equipment and installation services necessary for the applicant's Category 2 network to function. The applicant is seeking bids for necessary network equipment, proposed equipment shall be configured and installed to Adrian Public Schools network across the district.

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

## Compliance with Laws

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

## RFP Schedule

December 18, 2024	RFP Released - Posted
December 30, 2024	Question Deadline
January 6, 2025	Questions Responses Posted
January 18, 2025	RFP Closing - RFP Due
RFP/Bid opening	Date of closing
RFP/Bid Selection	Before 471 filing date (approximately March 2025)
Purchase Orders	Contingent on E-RATE Award and APS Board of Education Approval

## About Adrian Public Schools

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

Contact Information: Ryan Skeels, Technology Director  
Adrian Public Schools  
785 Riverside Ave., STE 1  
Adrian, Michigan 49221  
517-264-6648  
[rskeels@adrian.k12.mi.us](mailto:rskeels@adrian.k12.mi.us)

## Scope of Work

According to the FY2025 Draft Eligible Services List Category 2 description, Eligible costs include “equipment like routers, switches, access points, cabling, and associated software needed for internal network management.”

Adrian Public Schools is seeking proposals for Category 2 Network Equipment necessary for the applicant’s Category 2 network to function. The applicant is seeking bids for necessary network equipment to light applicant-owned/ or dark fiber. Pricing information, as well as manufacturer and model, should be included in the bid response. Proposals are requested for the makes/models specified or equivalent. Offers containing alternative makes/models are required to submit product specifications and documentation to establish that the equipment is equivalent to the requested solution. Applicant will be the arbiter of whether the proposed solution is functionally and technically equivalent to the requested solution.

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

Proposal pricing must be included on the attached pricing sheet [C2 Network Equipment Bid Response] and be submitted in xls or xlsx format.

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

Proposed service fees for each piece of equipment should:

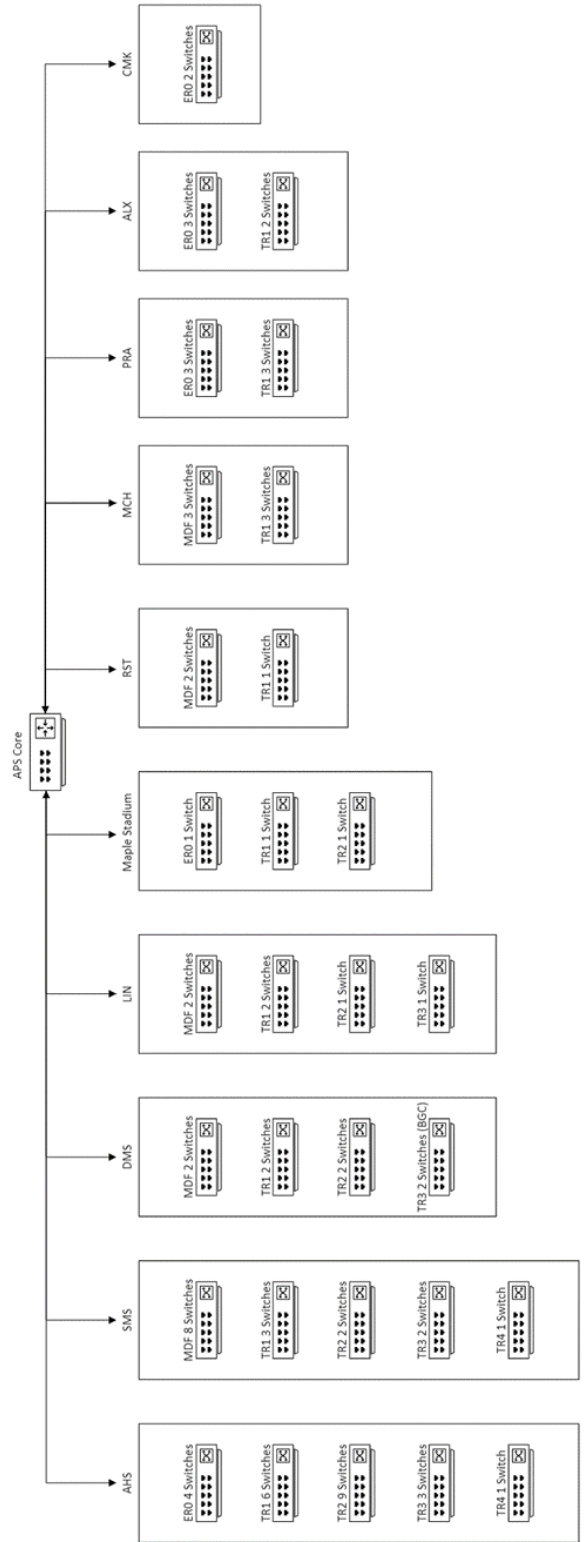
- be shown as unit pricing with separate line-item charges, and
- include the E-rate eligibility.

### Adrian Public Schools eligible Switch Equipment includes (or equivalent):

Part Number	Description	Qty.
10302	10 Gigabit Ethernet SFP+ Module 1310nm SMF 10km Link LC Connector	36
100G-DACP-QSFPZ5M	100G Passive DAC QSFP28 0.5M	2
10338	10Gb SFP+ 10GBase-T RJ45 30m with Cat6A	8
5420F-48P-4XL	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 Stacking/SFP-DD 4 10G Unpopulated SFP+ w/ LRM MACsec Capable Internal Fixed PSU Fans 1 Unpopulated Modular PSU Slot	77
10303	10 Gigabit Ethernet SFP+ Module 1310nm MMF 220m Link LC Connector	26
10304	10 Gigabit Ethernet SFP Passive Cable Assembly 1m Length	1
10305	10 Gigabit Ethernet SFP Plus Passive Cable Assembly 3m Length	2
10071H	1000BASE-SX SFP 10 Pack Industrial Temp	1

20G-DACP-SFPDD3M	20G Passive DAC SFPDD 3m	3
10G-DACP-SFPZ5M	10G Passive DAC SFP+ 0.5M	4
USK12-STD-B-S-C-EW	ExtremeCloud IQ Pilot with AI Expert; ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device per Year (US K-12) COTERM: This Term: 365 Days	81
USK12-STD-D-S-C-EW	ExtremeCloud IQ Pilot with AI Expert; ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier D Device per Year (US K-12) COTERM: This Term: 365 Days	2
5420F-24P-4XE	ExtremeSwitching 5420F 24 10/100/1000BASET FDX/HDX PoE+ 2 Stacking/SFP-DD 4 10G Unpopulated SFP+ MACsec Capable Internal Fixed PSU Fans 1 Unpopulated Modular PSU Slot	4
20G-DACP-SFPDDZ5M	SFPDD to SFPDD 20G DAC 0.5M	61
20G-DACP-SFPDD1M	20G Passive DAC SFPDD 1m	9
7520-48Y-8C-AC-F	Extreme 7520-48Y Switch with Front-Back Airflow; Ships with Two AC Power Supplies Six Fans One 4-Post Rack Mount Kit; Supports 48x25/10/1G and 8x100/40G Ports	2
10061	Power Cord 10A NEMA 5-15P IEC320-C13	85
10301	10 Gigabit Ethernet SFP+ Module 850nm MMF 26-300m Link LC Connector	25
Implementation services	Professional Services / Implementation & Installation Services - Full turnkey solution for up to 83 switches.	1

# Network Diagram



## **Requirements for Switch Equipment**

This section defines specifications for Switch Equipment for the Adrian Public Schools.

1. All plans proposed should include detailed billing.
2. The Start date of this project will be July 1, 2025.
3. Prices to remain firm through Universal Service Administrative Company (“USAC”) Schools and Libraries Division (“SLD”) approval, execution, and duration of the proposed contract. In the event of a price decrease for the project or from the manufacturer, said decrease shall be passed on to Adrian Public Schools and documented with a new price sheet sent to Adrian Public Schools.
4. All equipment/project costs must be new and included and identified separately.
5. The manufacturer must warranty all parts and equipment.
6. A vendor must be a certified reseller of parts and equipment.
7. Bidding Contractor/Vendor may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.
8. All switch lifecycles with end of sale dates must be specified.
9. Optional features (including online management tools) for each switch bid must be specified.
10. All switches must have a minimum of 5-year support included
11. If possible, OEM and NON-OEM optics should be quoted

## **Responder Service Provider Information**

1. Length of time business has provided sales and support for these goods and services.
2. Responder Service Level Agreement (SLA) for all equipment and services included in your proposal.
3. Provided detailed information included all costs of any options available.
4. Please show applicable discounts separately, if applicable.
5. An implementation timeline proposal starting July 1, 2025.
6. Indicate how charges will be incurred as the project is implemented.
7. Responders must include 3 reference sites using your service for 3 years or more. References from a School, Library or ISD in Michigan are preferred.
  - Job Location
  - Contact name and telephone number
  - Date of contract
  - Project Description
  - Equipment/Service Installed

## **Responder Service Provider Requirements**

The Responder must meet or exceed minimum qualification requirements.

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




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

3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>.
4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html).
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1 2025, of the funding year.
6. Goods and services provided shall be clearly designated as "E-rate Eligible". Noneligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
7. Within one (1) week of award, the awarded Service Provider must provide Adrian Public Schools with a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
9. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

### **Responder Service Provider Acknowledgements**

1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from Adrian Public Schools and a USAC service substitution approval apart from a Global Service Substitution.

2. The Service Provider acknowledges that its offer is the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged more than the lowest corresponding price.
3. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2025 funding year (July 1, 2025). If Category 2 services begin on or shortly after July 1 (or when funding is approved by USAC) of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 2 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.
5. Early Funding Conditions:
  - Category 1
    - There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.
    - Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
    - The Category 1 service must depend on the installation of the infrastructure.
    - The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
    - No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.


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

The complete text can be found at the following URL:

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

- Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

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

1. Invoicing

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

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

2. FCC/SLD Auditability

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

3. Procurement of Additional Goods and/or Services/Coterminous Expiration During the term of any Agreement resulting from this RFP, Adrian Public Schools may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to any agreement resulting from any

Respondent's proposal to Adrian Public Schools . All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of the Agreement. Adrian Public Schools will not enter into a separate Agreement for said goods or services. Respondents' submission of a proposal in response to this RFP represents that they acknowledge, accept and are in agreement with coterminous expiration conditions.

### **Proposal Format**

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

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

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

Proposals shall include the following as a minimum:

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

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

### **Selection**

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

## Evaluation Panel

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

## Evaluation Criteria

% Weight	Criteria
35%	<b>E-rate eligible recurring and one-time circuit costs<sup>1</sup></b>
15%	Complete bid submission <sup>2</sup>
30%	Compatibility with existing network infrastructure <sup>3</sup>
5%	E-rate ineligible recurring or one-time costs <sup>4</sup>
15%	Respondent references <sup>5</sup>

## Criteria Explanation

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

Adrian Public Schools reserves the right to reject any or all bids.

## Contract

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

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

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

### **Terms and Conditions (non-exclusive)**

#### Compliance with Laws

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

#### Insurance Requirements & Indemnity

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

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

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless Adrian Public Schools, their boards, directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this RFP, any agreement, or imposed by law.

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

#### Criminal History Information Record Checks

Respondents to this RFP understand and acknowledge that Adrian Public Schools is a Michigan public school district and as such may be required to conduct criminal history information checks on any successful respondent's employees and subcontractors. Respondents agree to comply with any criminal history information check requirements of Adrian Public Schools, and understands

that failure to do so, or unsatisfactory criminal history information check results may result in the termination of any contract between Adrian Public Schools and the respondent.

Failure to comply with these terms or permitting access to Adrian Public Schools property by an employee whose name has not been approved and cleared by the Adrian Public Schools shall constitute grounds for termination of any agreement between Adrian Public Schools and the respondent.

#### Governing Law and Venue

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

#### RFP Acceptance or Rejection

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

#### Termination of Contracts/Purchase Orders

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

#### Patents, Etc.

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

#### Failure to Fulfill Contract

If any Responder shall fail to deliver any good or service or shall deliver any good or service which does not conform to the specifications of this RFP, Adrian Public Schools may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of Adrian Public Schools. Any failure to provide such goods or perform such services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and their sureties. The Adrian Public Schools Board of Education reserves the right to cancel any goods or services which the successful Responder may be unable

to furnish because of economic conditions, governmental regulations, or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to Adrian Public Schools, if requested.

#### Contract Exclusive

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

#### Conflict of Interest

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

#### Mandatory Arbitration

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

#### Not Debarred, Suspended, or Proposed for Debarment

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

#### E-Rate Participation

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



### E-Rate Spin

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

### Brands

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

### Samples

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

### Delivery

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

### Adrian Public Schools Required Certifications

All respondents must include certification of the following::

- [APS Conflict of Interest Policy](#)
  - Respondents certify that the respondent does not have a conflict of interest with any Adrian Public Schools Board member, staff member, or agent.
  
- [Non-Iran Linked Business Certification](#)

- Respondents must certify that they are not an Iran-linked business as defined by MCL 129.312.
- SUSPENDED OR DEBARRED VENDOR
  - Respondents must include a completed copy of the attached suspended or debarred vendor form certifying that the respondent is not a federally suspended or debarred vendor.
- C2 NETWORKING EQUIPMENT BID RESPONSE SPREADSHEET
  - Proposal Summary Form (Cover Sheet for Bid) Tab
    - Summary form for the bid
  - Comply Exception
    - Any exceptions to the RFP must be documented here
  - Vendor Questionnaire
    - Vendor References must be listed here
  - C2 Equipment Bid Response
    - This tab should be populated with your proposed solution and ALL Category TWO E-Rate discounts populated as to the discount percentage each item is eligible. Alternate proposals can be created by copying the “C2 Equipment Bid Response” tab and creating a “C2 Equipment Bid Response – Alternate (#)” tab for all additional alternate bids submitted.

[Download Link For All Related Documents](#)

## Cost Proposal

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

Switch Equipment - Total Project				
Part Number	Qty	Description	Unit Price	Extended Cost
10302	36	10 Gigabit Ethernet SFP+ Module 1310nm SMF 10km Link LC Connector		
100G-DACP-QSFPZ5M	2	100G Passive DAC QSFP28 0.5M		
10338	8	10Gb SFP+ 10GBase-T RJ45 30m with Cat6A		
5420F-48P-4XL	77	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 Stacking/SFP-DD 4 10G Unpopulated SFP+ w/ LRM MACsec Capable Internal Fixed PSU Fans 1 Unpopulated Modular PSU Slot		
10303	26	10 Gigabit Ethernet SFP+ Module 1310nm MMF 220m Link LC Connector		
10304	1	10 Gigabit Ethernet SFP Passive Cable Assembly 1m Length		
10305	2	10 Gigabit Ethernet SFP Plus Passive Cable Assembly 3m Length		
10071H	1	1000BASE-SX SFP 10 Pack Industrial Temp		
20G-DACP-SFPDD3M	3	20G Passive DAC SFPDD 3m		
10G-DACP-SFPZ5M	4	10G Passive DAC SFP+ 0.5M		
USK12-STD-B-S-C-EW	81	ExtremeCloud IQ Pilot with AI Expert; ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device per Year (US K-12) COTERM: This Term: 365 Days		
USK12-STD-D-S-C-EW	2	ExtremeCloud IQ Pilot with AI Expert; ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier D Device per Year (US K-12) COTERM: This Term: 365 Days		
5420F-24P-4XE	4	ExtremeSwitching 5420F 24 10/100/1000BASET FDX/HDX PoE+ 2 Stacking/SFP-DD 4 10G Unpopulated SFP+ MACsec Capable Internal Fixed PSU Fans 1 Unpopulated Modular PSU Slot		
20G-DACP-SFPDDZ5M	61	SFPDD to SFPDD 20G DAC 0.5M		
20G-DACP-SFPDD1M	9	20G Passive DAC SFPDD 1m		
7520-48Y-8C-AC-F	2	Extreme 7520-48Y Switch with Front-Back Airflow; Ships with Two AC Power Supplies Six Fans One 4-Post Rack Mount Kit; Supports 48x25/10/1G and 8x100/40G Ports		
10061	85	Power Cord 10A NEMA 5-15P IEC320-C13		
10301	25	10 Gigabit Ethernet SFP+ Module 850nm MMF 26-300m Link LC Connector		
Implementation services	1	Professional Services / Implementation & Installation Services - Full turnkey solution for up to 83 switches.		
			<b>Products</b>	
			<b>Shipping</b>	
			<b>GRAND TOTAL</b>	