

**STATE OF SOUTH DAKOTA  
OFFICE OF PROCUREMENT MANAGEMENT  
523 EAST CAPITOL AVENUE  
PIERRE, SOUTH DAKOTA 57501-3182**

**COMMUNICATIONS TRANSPORT SERVICE**

**PROPOSALS ARE DUE NO LATER THAN 09/19/2023 5 PM CDT**

RFP #: 23RFP8984

BUYER: BIT Telecommunications

EMAIL: e-rate@state.sd.us

**READ CAREFULLY**

FIRM NAME:

AUTHORIZED SIGNATURE:

ADDRESS:

TYPE OR PRINT NAME:

CITY/STATE:

TELEPHONE NO:

ZIP (9 DIGITS):

FAX NO:

E-RATE SPIN #:

E-MAIL:

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PRIMARY CONTACT INFORMATION

CONTACT NAME:

TELEPHONE NO:

FAX NO:

E-MAIL:

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## 1 GENERAL INFORMATION

### 1.1 BIT Standard Contract Terms and Conditions

Any contract or agreement resulting from this RFP will include the State of South Dakota's (the "State") standard contract clauses which include I/T contract terms, along with any additional contract terms as negotiated by the parties. As part of the negotiation process the I/T specific contract terms may be altered or deleted. The Contractor must indicate in its response any issues it has with specific contract terms. If the Contractor does not indicate that there are any issues with any contract terms, then the State will assume those terms are acceptable to the Contractor. There is also a list of technical questions, Security and Vendor Questions which is attached as Appendix E, the Contractor must complete. These questions may be used in the proposal evaluation. It is preferred that the Contractor's response to these questions is provided as a separate document from the RFP response. The file name must be "(Your Name) Security and Vendor Questions Response". This document cannot be a scanned document but must be an original. If the Contractor elects to make the Security and Vendor Questions part of its response, the questions must be clearly indicated in the proposal's Table of Contents. A single numbering system must be used throughout the proposal.

### 1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Bureau of Information and Telecommunications (BIT) is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota. The reference number for the transaction is RFP # 23RFP8984 This number must be listed on all proposals, correspondence, and documentation relating to the RFP. The Department of Education (DOE) is an integral agency that is also involved with this procurement and is financially responsible for payment of the invoices associated with services delivered to locations that are classified as K-12 school sites.

### 1.3 LETTER OF INTENT

All interested Contractors are requested, but not required to submit a **Letter of Intent** to respond to this RFP.

The letter of intent must be received no later than August 8, 2023 5:00 PM Central Time. If submitted by mail, the envelope should be addressed to:

COMMUNICATIONS TRANSPORT SERVICE RFP #23RFP8984  
Bureau of Information and Telecommunications  
700 Governors Drive  
Pierre, SD 57501

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted via email at **e-rate@state.sd.us**. Please place the following in the subject line of your email: "**Letter of Intent for RFP #23RFP8984**".

Contractors submitting a timely Letter of Intent will automatically, via email, receive additional materials such as responses to Contractor inquiries or addenda to the RFP. If Contractors do not submit a Letter of Intent, they are responsible for monitoring the State procurement website and the E-rate Form 470 website to obtain RFP documents including any updates that may be issued. See <https://portal.usac.org/suite/> and <https://data.usac.org/publicreports/Forms/Form470Rfp/Index> for the E-rate website links. As explained in Section 5 herein, this procurement is subject to the rules and regulations of the E-rate program for the K-12 qualifying sites.

#### 1.4 SCHEDULE OF ACTIVITIES (DATES SUBJECT TO CHANGE)

RFP Publication and Posting of E-rate Form 470	August 1, 2023
Letter of Intent to Respond Due	August 8, 2023 5 p.m. CT
Deadline for Submission of Written Inquiries	August 15, 2023 5 p.m. CT
Responses to Contractor Questions	August 22, 2023 5 p.m. CT
Proposal Submission Deadline	September 19, 2023 5 p.m. CT
Contractor Presentations	Starting October 2, 2023
Contractor Selection	December 11, 2023
Anticipated Award Decision/Contract Negotiation	January 4, 2024

#### 1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the Bureau of Information and Telecommunications by the date and time indicated in the Schedule of Activities and in the format prescribed below.

Submit an original of your signed proposal and two (2) identical copies. With the submission, include an electronic copy of your proposal in DOCX or in PDF format, with the cost proposal in the required Excel format using the template provided. If in DOCX, make it a "read-only" version. An electronic copy must be emailed to e-rate@state.sd.us along with the original, signed proposal and two identical copies by the deadline established for the signed written proposal.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #23RFP8984**  
**PROPOSAL TITLE - COMMUNICATIONS TRANSPORT SERVICES**  
**DUE SEPTEMBER 19, 2023, 5 P.M. CT**  
**BUYER: BUREAU OF INFORMATION AND TELECOMMUNICATIONS**  
**ATTENTION: Director of Telecommunications**  
**ADDRESS: 700 GOVERNORS DRIVE PIERRE, SD 57501**

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm, or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

#### 1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the Contractor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

#### 1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the Contractor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

#### 1.8 CERTIFICATION RELATING TO PROHIBITED ENTITY

In accordance with the South Dakota Codified Law 5-18A, any bidder or offeror submitting a bid or offer in response to this document certifies and agrees that the following information is correct:

The bidder or offeror is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

#### **1.9 RESTRICTION OF BOYCOTT OF ISRAEL**

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or Contractor certifies and agrees that the following information is correct:

The bidder or Contractor, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or Contractor on this project and terminate any contract awarded based on the bid or response. The successful bidder or Contractor further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

#### **1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the Contractor prior to the established due date and time for proposals.

No oral, telephonic, telegraphic, or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

#### **1.11 CONTRACTOR INQUIRIES**

All written questions should be sent to: e-rate@state.sd.us. Only emailed questions will be accepted.

Each Contractor may submit questions via email concerning this RFP to obtain clarification of requirements. No questions will be accepted after the date and time indicated in the above schedule of activities. Email questions to the email address listed above with the subject line "RFP#23RFP8984". The questions and their answers will be sent to all Contractors that submitted Letters of Intent, submitted questions, or requested the questions and answers via email before the proposal submittal date and will be sent by the date and time indicated in the above calendar of events. Answers to the questions will also be made available electronically on the State Purchasing website and the E-rate online filing portal. Contractor may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP that have not originated from the SD RFP Project Contact. Contractor will be notified in the same manner as indicated above regarding any modifications to this RFP.

#### **1.12 PROPRIETARY INFORMATION**

The proposal of the successful Contractor(s) becomes public information after the contract is awarded. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Contractors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

#### **1.13 LENGTH OF CONTRACT**

The initial term will be two years with up to three years of options to renew that may be exercised in one, two or three-year increments or combinations thereof. The decision to renew or voluntarily extend the agreement shall be solely within the State's discretion. Renewal agreements must be in writing and signed by both parties, and the winning Contractor(s) must agree to execute any renewal agreements on a timely basis to allow for prompt filing of E-rate applications. No automatic renewal provisions will apply to this agreement. This agreement will begin on July 1, 2024. Expiration date is the last day of the fiscal year (June 30). The initial term will expire on June 30, 2026. If all three years of renewal options are exercised, the contract will terminate on June 30, 2029.

#### **1.14 GOVERNING LAW**

This RFP will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this RFP will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

#### **1.15 SITE VISIT**

If site visits are required, they will be scheduled before the submission of the proposal. Site visits will be made at the Contractor's expense. For this RFP, site visits are not required.

#### **1.16 PRESENTATIONS**

At its discretion, the State may require a presentation or demonstration by a Contractor to clarify a proposal. However, the State may award a contract based on the initial proposals received without a presentation or demonstration by the Contractor. If presentations or demonstrations are required, they will be scheduled after the submission of proposals. Presentations and demonstrations will be made at the Contractor's expense. The State reserves the right to schedule a presentation or demonstration with some but not all of the Contractors who submitted proposals.

## 1.17 DISCUSSIONS

At the State's discretion, the Contractor may or may not be invited to have discussions with the State. The discussions can be before the issuance of the RFP or after the RFP has been submitted. No discussions will be held while the RFP bidding period is open. Discussions will be made at the Contractor's expense.

## 1.18 NEGOTIATIONS

This process is a Request for Proposal/Competitive Negotiation process. Each proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions also be held as confidential until such time as the award is completed.

## 2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties. The Contractor should indicate in its response any issues it has with specific contract terms if the Contractor does not indicate that there are any issues with any contract terms then the State will assume those terms are acceptable to the Contractor.

The State hereby enters into the Agreement for services with the Contractor in consideration of and pursuant to the terms and conditions set forth in this Agreement.

### Section I. Scope of Work

During the Term of the Agreement, the Contractor agrees provide services described in the Scope of Work, attached to and incorporated in the Agreement.

### Section II. Term of Agreement

The "Term of the Agreement" will commence on July 1, 2024, and terminate on June 30, 2026, unless sooner terminated pursuant to this Agreement. The Parties will have the option to renew this Agreement for three (3) additional one-year periods under the same terms and conditions unless amended by mutual agreement of the Parties pursuant to Section XXII.

### Section III. Fees and Payment

The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$\_\_\_\_\_. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL chapter 5-26.

### Section IV. Use of State Equipment, Supplies, or Facilities

The Contractor will not use State equipment, supplies, or facilities.

### Section V. Employer Identification Number

The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

## **Section VI. Property**

When providing services pursuant to this Agreement, the Contractor may not use State equipment, supplies, and facilities

## **Section VII. Indemnification**

The Contractor agrees to indemnify and hold the State of South Dakota and its officers, agents, and employees harmless from and against all actions, suits, damages, liability, or other proceedings that may arise as the result of entering into this Agreement, including but not limited to any claim alleging infringement or any patent, copyright, trade secret, or other intellectual property right. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State or its officers, agents, or employees.

## **Section VIII. Professional Services Quality and Originality Warranties**

The Contractor represents and warrants that all professional services provided pursuant to this Agreement will be performed in a professional and workmanlike manner. The Contractor further represents and warrants that the deliverables will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that the State consents to such incorporation in writing.

## **Section IX. Remedies for Breach of Professional Services Warranties**

In the event of a breach of the warranty granted in Section VIII of this Agreement, the Contractor, at its own expense, will promptly re-perform the professional services in question. The preceding sentence, in conjunction with the State's right to terminate this Agreement for breach where applicable, states the State's sole remedy and the Contractor's entire liability for breach of the warrant granted in Section VIII.

## **Section X. Independent Contractor**

The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other, and either may make commitments on the other's behalf. The Parties agree that no Contractor employee or contractor will be an employee of the State. The Contractor will be responsible for all employment rights and benefits of the Contractor employees, including without limitation: federal, state, and local income and employment taxes and social security contributions; workers' compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and insurance.

## **Section XI. Reporting**

The Contractor agrees to report to the State any event encountered during the Term of the Agreement which results in injury to the person or property of any third party, or which may otherwise subject the Contractor or the State of South Dakota or its officers, agents, or employees to liability. The Contractor will report any such event to the State immediately upon discovery.

The Contractor's obligation under this section will be to report the occurrence of any event to the State and to make any other report provided for by its duties or applicable law. The Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section will not excuse or satisfy any obligation of the Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

## **Section XII. Termination**

A. This Agreement may be terminated by either Party upon 90 days' written notice.

- B. If the Contractor breaches any term or condition of this Agreement, the State may terminate this Agreement at any time with or without notice. If the State terminates this Agreement for a breach by the Contractor, any payments due to the Contractor at the time of termination may be adjusted to cover any additional costs to the State as a result of the breach. If the State exercises its right of termination pursuant to this subsection and it is determined that the Contractor was not at fault for the breach or a breach did not occur, the State agrees to pay the Contractor for eligible services rendered and expenses incurred up to the date of termination.
- C. Alternatively, the State retains the discretion to provide the Contractor the opportunity to cure a breach of this Agreement. If the State exercises its discretion, the State will provide the Contractor notice of its opportunity to cure the breach. If the breach remains unresolved after three days, the State may require the Contractor to send at least one qualified and knowledgeable representative to the State's site where the system in question is located. The representative will continue to work towards a resolution of the breach. The Contractor will bear all costs associated with curing the breach. The rights and remedies provided in this paragraph are in addition to any other rights or remedies provided in this Agreement, or by law.
- D. Upon termination of this Agreement, the Contractor acknowledges the State's right to take over the work or may award the work to another party.

### **Section XIII. Confidentiality of Information**

- A. **Definition:** "Confidential Information" includes all information disclosed by the State to the Contractor, including but not limited to: names, social security numbers, employee numbers, addresses, other data about applicants, employees, and clients to whom the State provides services of any kind, and any other nonpublic, sensitive information disclosed by the State. Notwithstanding the foregoing, Confidential Information does not include information that:
  - 1. was in the public domain at the time it was disclosure;
  - 2. was known to the Contractor without restriction at the time of disclosure by the State;
  - 3. The Contractor received written approval by the State to disclose;
  - 4. was independently developed by the Contractor without the benefit or influence of the State's information; or
  - 5. becomes known to the Contractor without restrictions from a source not connected to the State.
- B. **Nondisclosure:** The Contractor will not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement ("Purpose"). The Contractor will not disclose Confidential Information to:
  - 1. any employee or contractor of the Contractor unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with the employee or contractor with terms no less restrictive than those of this Agreement; and
  - 2. any other third party without the State's prior written consent.Without limiting the generality of the foregoing, the Contractor must protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Contractor must promptly notify the State of any misuse or misappropriation of Confidential Information that comes to the Contractor's attention. Notwithstanding the foregoing, the Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Contractor must give the State prompt notice of any such legal or governmental demand and reasonably cooperate with the State in any effort to seek a protective order or otherwise to contest such required disclosure, at the State's expense.
- C. **Injunction, Termination, and Retention of Rights:**
  - 1. *Injunction.* The Contractor agrees that breach of this Section XIII would cause the State irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the State will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
  - 2. *Return upon Termination.* Upon termination of this Agreement, the Contractor will return all copies of Confidential Information to the State or certify, in writing, the destruction thereof.



3. *Retention of Rights.* This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Except to the extent that another section of this Agreement specifically provides to the contract, the State will retain all right, title, and interest in and to all Confidential Information.

#### **Section XIV. Security Processes**

The Contractor will disclose its non-proprietary security processes and technical limitations to the State so adequate protection and flexibility can be attained between the State and the Contractor, e.g. virus checking and port sniffing.

#### **Section XV. Password Policies**

Password policies for the Contractor's employees will be documented annually and provided to the State to ensure adequate password protections are in place. Logs and administrative settings will be provided to the State upon request to demonstrate such policies are actively enforced. The process used to reset a password must include security questions or Multi-factor Authentication.

#### **Section XVI. Adverse Event**

For purpose of this Agreement, "Adverse Event" is the unauthorized use of system privileges, unauthorized access to State data, execution of malware, or physical or electronic intrusion that may include network, applications, servers, workstations, and social engineering of staff. The Contractor must notify the State point of contact within two business days if the Contractor becomes aware that an Adverse Event has occurred. If the Adverse Event was the result of the Contractor's actions or inactions, the State can require a risk assessment of the Contractor and can mandate the scope and methodology used for the risk assessment. The State can require the risk assessment to be performed by a third party at the Contractor's expense.

#### **Section XVII. Threat Notification**

For purposes of this Agreement, "Credible Security Threat" means the discovery of an exploit that a person who is considered an expert on Information Technology (IT) security believes could be used to breach at least one aspect of a system that is holding State data. The Contractor will notify the State within two business days upon becoming aware of a Credible Security Threat with the Contractor's or a subcontractor's product or service being used by the State to fulfill the Contractor's obligation under this Agreement. Upon request, the Contractor will provide the State with information regarding the nature of the Credible Security Threat.

#### **Section XVIII. Access Attempts**

All access attempts, whether failed or successful, to any system connected to a system which can access, read, alter, intercept, or otherwise impact the hosted system or its data or data integrity will be logged by the Contractor. For all systems, the log must include at least: log-in page used, username used, time and date stamp, incoming IP for each authentication attempt, and the authentication status, whether successful or not. Logs must be maintained not less than seven years in a searchable database in an electronic format that is un-modifiable. At the request of the State, access must be granted to search those logs as needed to demonstrate compliance with the terms of this Agreement and any audit requirements related to the hosted system.

#### **Section XIX. Training Requirements**

All persons fulfilling the Contractor's obligations under this Agreement must successfully complete a cyber-security training program at the time of hire and annually thereafter. The training must include, but is not limited to: legal requirements for handling data, media sanitation, strong password protection, social engineering or the psychological manipulation of persons into performing actions that are inconsistent with security practices or that cause the divulging of confidential information, and security incident response.

## **Section XX. Funding Out**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If, for any reason, the Legislature fails to appropriate funds or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination pursuant to this section is not a default by the State nor does it give rise to a claim against the State.

## **Section XXI. Assignment**

This Agreement may not be assigned without the express prior written consent of the State.

## **Section XXII. Amendment**

This Agreement may not be amended except in writing, which writing will be expressly identified as a part of this Agreement and be signed by the authorized representatives of both Parties.

## **Section XXIII. Change Management Process**

The Parties may agree to modify the services provided through a written change order specifically referencing this Agreement. Such change order will become effective and part of the Agreement when executed by both parties, containing the dated signatures of authorized representatives of the Parties. The services described within the change order will become part of the applicable deliverables.

## **Section XXIV. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. The venue for any lawsuit pertaining to or affecting this Agreement will be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

## **Section XXV. Insurance**

At all times during the Term of the Agreement, the Contractor will obtain and maintain in force insurance coverage of the types and with the limits as follows:

- A. **Commercial General Liability Insurance:** The Contractor will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1 million for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this Agreement or be no less than two times the occurrence limit.
- B. **Professional Liability Insurance or Miscellaneous Professional Liability Insurance:** The Contractor will maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1 million.
- C. **Business Automobile Liability Insurance:** The Contractor will maintain business automobile liability insurance or equivalent form with a limit of not less than \$1 million for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.
- D. **Workers' Compensation Insurance:** The Contractor will maintain workers' compensation and employer's liability insurance as required by South Dakota law.
- E. **Cyber Liability Insurance:** The Contractor will maintain cyber liability insurance with liability limits in the amount of \$3 million to protect all State data the Contractor receives as part of this Agreement, no matter where the State data resides. If the Contractor has a contract with a third party to host any state data, then the Contractor will require the third party to maintain a similar level

of cyber liability insurance that protects the State data, no matter where the State data resides. The cyber liability insurance will cover expenses related to management of a data breach incident, the investigation, recover and restoration of lost State data, data subject notification, call management, credit checking for data subjects, legal costs, and regulatory fines. The cyber liability insurance must stay in effect for three years after the termination of this Agreement.

Before beginning work under this Agreement, the Contractor must furnish the State with properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, or cancellation or nonrenewal of the policy, the Contractor will provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. The Contractor must furnish copies of insurance policies if requested by the State.

## **Section XXVI. Compliance**

The Contractor will comply with all federal, international, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. Liability resulting from noncompliance with applicable standards required by federal, international, state, and local laws, regulations, ordinances, guidelines, permits, and other requirements is assumed entirely by the Contractor.

## **Section XXVII. Subcontractors**

The Contractor may not use subcontractors to perform services described in the Agreement without the express written consent of the State. The Contractor will include provisions in its subcontracts requiring the subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will require its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements. The Contractor will adopt review and inspection procedures as are necessary to ensure such compliance.

## **Section XXVIII. Rejection or Ejection of Contractor Employees and Subcontractors**

The State may require the vetting of any of the Contractor's employees or subcontractors. The Contractor agrees to assist in this process as needed.

The State reserves the right to reject any person from participating in a project or require the Contractor to remove from a project any person the State believes is detrimental to the project or is considered by the State to be a security risk. Upon receipt of the Contractor's request, the State will provide the Contractor with notice of its determination and the reasons for the rejection or removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor agrees it will immediately remove the individual from the project.

## **Section XXIX. Debarment**

The Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participating in transactions by the federal government or any state or local government department or agency. During the Term of the Agreement, if the Contractor or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency, Contractor agrees to immediately notify the State.

## **Section XXX. Notice**

Any notice or other communication required under this Agreement will be in writing and sent to the address set forth above. Notices will be given by and to **Director of Telecommunications, South Dakota Bureau of Information and Telecommunications**, on behalf of the State, and by **(Name of**

**Contractor POC), (Contractor POC Title), (Contractor Company Name)**, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing.

Notices or communications to or between the Parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination must be sent by registered or certified mail, or, if personally delivered, when received by such party. Notices or communications to or between the parties by email will be deemed to have been delivered when sent by the sending party.

#### **Section XXXI. Electronic Signature**

The Parties agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

#### **Section XXXII. Severability**

In the event that any court of competent jurisdiction rules any provision of this Agreement unenforceable or invalid, such ruling will not invalidate or render unenforceable any other provision hereof.

#### **Section XXXIII. Entire Agreement**

This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither Party has relied upon any such prior or contemporaneous communications.

#### **Section XXXIV. State of Israel**

By signing this Agreement, the Contractor certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. During the term of this Agreement, if the Contractor no longer complies with this certification, the Contractor agrees to provide immediate written notice to the State and agrees such noncompliance may be grounds for termination of this Agreement.

#### **Section XXXV. Service Bureau**

Consistent with use limitations specified in the agreement and BIT's role as the central IT department for the State, the State may use the Product to provide services to the various branches and constitutional offices of the State of South Dakota as well as county and city governments and school districts. The State will not be considered a service bureau while providing these services and no additional fees may be charged unless agreed to in writing by the State.

#### **Section XXXVI. Conflict of Interest**

The Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Contractor expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

#### **Section XXXVII. Conflicts among Attachments**

In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. In addition, no other attachment incorporated into this Agreement or other attachment

incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

## **Section XXXVIII. Certification Relating to Prohibited Entity**

COMPLIANCE WITH SDCL ch 5-18A:

Contractor certifies and agrees that the following information is correct:

The bidder or contractor is not an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled, directly or indirectly, by a foreign parent entity from, or the government of, the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the purchasing agency to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response, and further would be cause to suspend and debar a business under SDCL § 5-18D-12.

The successful bidder or offeror further agrees to provide immediate written notice to the purchasing agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination and would be cause to suspend and debar a business under SDCL § 5-18D-12.

## **3.0 SCOPE OF WORK**

### **3.1 BACKGROUND**

The current state network is a broadband IP based network implemented via standards-based Ethernet solutions ranging from 10Mbps to 100Gbps. using Layer 2 and IP Layer 3 Virtual Local Area Networks (VLANs) in spoke and hub configurations. The network presently serves over 1,000 sites in South Dakota, with over 300 sites being K-12 schools. There are two network core sites with one being in Pierre, SD and the other in Madison, SD. It is anticipated that the State will expand the number of edge sites, K-12 and other sites currently being served via wide area network service during the term of the contract. It is also anticipated that one or more core sites may change locations. With the increasing amount of bandwidth requests, it is important to meet our customers' demands for bandwidth. The network delivers applications such as video, VoIP, streaming, e-mail, Internet access, student information systems, and many other critical applications, including network infrastructure traffic.

All sites fit into one of two models of operation.

**1)** A site is directly connected back to all core sites using IP Layer 3 or Ethernet standards-based Layer 2 connections using 802.1q VLANs. One VLAN for all data traffic and a possible VLAN with Quality of Service (QoS). All Digital Dakota Network (DDN) video VLANs connect to the Pierre core site, all other connections will be in both Pierre and Madison core sites.

**2)** A remote hub networking site is connected directly back to the core as specified in #1. The local edge sites are then connected back to this hub site in a star configuration using IP Layer 3 or Ethernet Layer 2 or over 802.1q VLANs. These edge sites can have a video VLAN to the

Pierre core site using QoS in addition to the data connection.

Each core site has multiple 100GbE connections from each Contractor with physically diverse paths to allow for continuous uninterrupted service and full automatic recovery from any type of network outage from the Contractor's customer premise equipment (CPE) equipment back into the Contractor's network.

The network runs both Internet Protocol version 4 (IPv4) and Internet Protocol version 6 (IPv6) based protocols.

The State Core network sites currently consist of the following:

Dakota State University (Mandatory)  
820 North Washington  
Madison, SD 57042

Bureau of Information & Telecommunications (Mandatory)  
700 East Broadway  
Pierre, SD 57501

State reserves the right to add new site(s) to this list as a minor contract modification that is within the scope of the document.

Select locations solicited under this RFP are considered Critical Sites by the State. These sites operate 24x7x365 and/or require fingerprint-based background checks for entry. These critical sites are listed in Appendix F.

### **3.2 GOALS AND OBJECTIVES**

This RFP solicits proposals from Contractors for the provisioning of a Broadband Network service. This service must be able to accommodate high speed interworking to State core sites and to remote site locations. For each core site, the service will use multiple 100GbE connections or optionally 400GbE connections in an 802.3ad Link Aggregation Control Protocol (LACP) Link Aggregation Group (LAG) or a single 100GbE connection in a LAG. In either case, the network will use 802.1Q VLANs with QoS at the core sites. The edge site services can be of any Ethernet standards-based technology that meets the technical specifications for the service.

Multiple proposals are allowed to offer alternative network architectures alongside the Layer 2/3 network as outlined in sections 3.1 and 7.5. Each type of network architecture proposed must be a full response to this RFP. The State is primarily looking for a Layer 3 network architecture as described in section 3.1. The State will consider other types of Layer 1, Layer 2, and Layer 3 network architectures proposals in addition to the required Layer 3 proposal as described in section 3.1.

Technical definitions for this RFP:

- Gigabit Ethernet: Refers to the Institute of Electrical and Electronics Engineers (IEEE) 802.3z Gigabit Ethernet Standard approved in June 1998 (IEEE Supplement to Carrier Sense Multiple Access with Collision Detection (CSMA) Access Method and Physical Layer Specifications—Media Access Control (MAC) Parameters, Physical Layer, Repeater and Management Parameters for 1000 Mb/s operation)
- Fast Ethernet: Refers to IEEE 802.3u
- 10 Gigabit Ethernet: Refers to the IEEE 802.3ae standard for 10GbE
- 100 Gigabit Ethernet: Refers to the IEEE 802.3ba standards for speeds higher than 10Gbps with a physical interface standard using 100GBASE-LR4

- 400 Gigabit Ethernet with a physical interface standard using 400GBASE-LR4 and/or 400GBASE-FR4, though this is still evolving and may change in the future.
- 802.1Q VLANs: Refers to IEEE 802.1Q Virtual Bridged Local Area Networks Draft 10 or higher.
- 802.3ad: Refers to IEEE 802.3ad IEEE link aggregation using LACP and 802.1AX link aggregation standards using LACP.

Data rates are currently defined for operation over optical fiber and/or twisted-pair cables:

- 100 Mbps – Fast Ethernet (LX or TX)
- 1000 Mbps – Gigabit Ethernet (LX, SX or TX)
- 10 Gbps – 10GbE over fiber only (SR or LR)
- 100 Gbps – 100GbE over single mode fiber only (LR4 only)
- 400 Gbps – 400GbE over single mode fiber only (LR4 or FR4)

The list of K-12 and State sites that currently receive service on the State network is set forth in Appendix A. It is possible that some of the sites' minimum bandwidth needs may change between the release of the RFP and contract award, and the State reserves the right to make any such bandwidth changes as may be necessary or appropriate. The State anticipates that sites may need to increase or decrease their bandwidth during the term of the contract including any voluntary extensions thereof and such adjustments shall be considered minor contract modifications within the scope of this procurement.

Proposals may be submitted for less than all of the sites listed in Appendix A and in the cost proposal Appendix D. As noted elsewhere, Contractors who propose to serve all sites in a particular school district will be given preference over proposals to serve fewer than all of the sites in a particular school district. The State reserves the right to make multiple contract awards made in response to this procurement based on the highest scoring proposal for each site, and in the case of school districts, the highest scoring proposal(s) for each school district.

## **4 RESOURCES**

The Bureau of Information and Telecommunications (BIT) is the state organization that provides IT services for the state.

Historically, the most successful projects are those that use the team approach. The team approach utilizes a combination of consultant staff, BIT staff, and DOE staff. Below is a description of how the team will be structured.

### **4.1 TEAM ORGANIZATION: Provide the following information**

#### **4.1.1 PROJECT ORGANIZATION CHART**

List names, job titles (designate vacancies), and the city and state in which individual will work on this project.

#### **4.1.2 LIST OF ALL CONSULTANTS AND SUBCONTRACTORS**

List all entities to be used for performance of the services described in this RFP. In the work plan, describe which responsibilities will be assigned to consultants or subcontractors and the city and state in which the consultants or subcontractors are located.

### **4.2 STAFF RESUMES AND REFERENCES**

Resumes and references of key personnel, key personnel are considered to be those who are accountable for the completion of one or more major deliverables, has the responsibility of any or all of the total project management, or is responsible for the completion of the project. Provide resume details for all key personnel, including any subcontractors' project leads, by listing the following in the order in which it appears

- Name
- Title
- Contact Information (telephone number(s), e-mail address)
- Work Address
- Project Responsibilities (as they pertain to this project)
- Percentage of time designated to this project
- Brief listing of Work Experience in reverse chronological order from present to 2023 (only provide company name, job title(s)/position(s) held, date started and date left each position, brief description of job duties, responsibilities, and significant accomplishments)
- RFP Project Experience
- Technical Background relative to this project
- Experience in Similar Projects
- Names of the Similar Projects they were involved in
- Role they played in the projects similar to this project
- Project Management Experience
- Technical Knowledge
- Education
- Relevant Certifications
- Three Professional References (name, telephone number, company name, relationship to employee)

## 5 PROPOSAL REQUIREMENTS

### 5.1 E-RATE TERMS AND CONDITIONS

The State intends to apply for discounts on the services/equipment listed in this RFP for the K-12 qualifying sites through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "E-Rate" Contractors submitting bids under this RFP must agree to meet the following conditions relating to the E-Rate program.

The Contractor must agree to execute a contract on or before February 1, 2024 that reflects terms and conditions that are mutually agreed upon by the State and the Contractor. This requirement may be extended by the State at its sole discretion. The State has defined its Standard Terms and Conditions in Section 2. Others may be applied specific to the services being requested. In addition, the Contractor must:

1. The Contractor must obtain a valid E-rate SPIN number (Service Provider Identification Number) and must provide that SPIN in the Proposal submitted in response to this bid opportunity.

Agree ☐ Disagree ☐ Explanation:

2. The Contractor must agree to timely submit to the Schools and Libraries Division (SLD) a completed Form 473, Service Provider Annual Certification Form, which is a program requirement. The Contractor must also agree to provide a copy of the completed Form 473 to the State upon request.

Agree ☐ Disagree ☐ Explanation:

3. The Contractor must agree to invoice for any services, goods and/or equipment requested in this Service Request on or after July 1, 2024. The



Contractor may install the services to ensure that the services are tested and functioning properly prior to July 1, 2024, but the Contractor may not issue any invoices for services until on or after July 1, 2024.

Agree ☐ Disagree ☐ Explanation:

4. The Contractor must register with the Federal Communications Commission (FCC) and obtain a FCC registration number, and provide the FCC registration number in the Contractor's proposal. See <https://apps.fcc.gov/coresWeb/publicHome.do> for more information about this requirement.

Agree ☐ Disagree ☐ Explanation:

5. The Contractor must separately itemize the cost of E-rate eligible and ineligible products and/or services on its invoices. To determine what items are eligible, visit the E-rate Eligible Services List at: <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/or> call the SLD at 888-203-8100. This requirement applies to services provided to E-rate eligible entities (K-12 schools) and other state entities that are not eligible for E-rate. The K-12 eligible schools must be billed separately from all other sites based on the list of eligible sites provided by the State for billing purposes. The Contractor must provide unit pricing including all taxes and surcharges to enable the State to compute the bid price of services provided to eligible K-12 schools.

Agree ☐ Disagree ☐ Explanation:

6. The Contractor must be in good standing with the FCC and have no debts outstanding that are owed to the FCC and must not be on Red Light Status. The Contractor must immediately notify the State in any event that the Contractor is put on Red Light Status by the FCC and must take immediate measures to resolve and remove its Red Light Status. Contractor's Red Light Status constitutes a material breach of contract and the State reserves the right to cancel the Agreement of the parties immediately and without incurring any termination charges.

Agree ☐ Disagree ☐ Explanation:

7. If Contractor learns of any federal, state or local investigation conducted by any regulatory authority that could have an impact on the State's ability to continue to receive the benefit of E-rate funding, Contractor must notify the State within 30 days of learning of such investigation. The State reserves the right to cancel the agreement without penalty if the investigation impedes the State's ability in any way to receive the benefit of E-rate funding subject to any investigation of wrongdoing.

Agree ☐ Disagree ☐ Explanation:

8. The Contractor must cooperate with the State in ensuring that the location names and addresses listed on the Contractor's bills, especially for E-rate eligible K-12 schools, are accurate and correct. The Contractor must agree to make any corrections to location names and addresses within 30 days of receiving such requests.

Agree ☐ Disagree ☐ Explanation:

9. The Contractor must cooperate with the State in providing documentation concerning the billing charges and calculations, and answering any questions that may be required during the SLD review of the State's E-rate application.

Agree ☐ Disagree ☐ Explanation:

10. The Contractor must agree to retain copies of all bills and any other records such as service orders, change orders and request for price quotes, issued to the State for all years that the contract is in effect, for a period of 10 years from the end of the last year that this contract is in effect, and to provide copies of these documents to the State upon request. These records may be stored electronically, and paper copies are not required to be retained.

Agree ☐ Disagree ☐ Explanation:

11. Contractors must agree to comply with the FCC's Lowest Corresponding Price rule and not charge a price above the LCP for E-rate eligible services. See 47 C.F.R. Section 54.511 and 47 CFR Section 54.500(f). The Contractor is obligated to provide the LCP not just in this bid response, but throughout the course of the contract. The contract is required to contain a process for annual LCP compliance. Contractors may refer to Universal Service Administrative Company (USAC) guidance at <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/> for additional information. Contractor must obtain the Unique Entity ID ("UEI"), a 12-character alphanumeric ID assigned to an entity by SAM.gov, in its proposal and must timely renew its SAM.gov and UEI registrations.

Agree ☐ Disagree ☐ Explanation:

## 5.2 Submission of Information:

The Contractor is cautioned that it is the Contractor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The Contractor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

Agree ☐ Disagree ☐ Explanation:

## 5.3 Contractor's Contacts:

Contractors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the contact given in 1.5. Contractors and their agents may not contact any state employee except the buyer listed in 1.5 regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.

Agree ☐ Disagree ☐ Explanation:

## 5.4 Financial Solvency:

The Contractor may be required to submit a copy of their most recent audit upon the State's request if deemed necessary by the Office of Procurement Management.

Agree ☐ Disagree ☐ Explanation:

## 6.0 PROJECT DELIVERABLES / APPROACH / METHODOLOGY

If the State will be hosting the solution the Contractor will provide a system diagram. The diagram must be detailed enough that the State can understand the components, the system flow, and system requirements. It is preferred that the diagram be provided as a separate document or attachment. The file must be named “(Contractor Name) System Diagram and Requirements”. If the Contractor elects to make the diagram part of the proposal, then the location of the diagram must be clearly indicated in the Table of Contents.

If the Contractor is hosting the solution, provide a diagram giving an overview of the proposed system. It is preferred that this diagram be provided as a separate document or attachment. The file must be named “(Contractor Name) Hosted System Diagram”. If the Contractor elects to make the diagram part of the proposal, then the location of the diagram must be clearly indicated in the Table of Contents.

This section identifies tasks and deliverables of the project as described in Section 3 above. The selected Contractor is responsible for providing the required deliverables. These deliverables will be the basis against which the Contractor's performance will be evaluated.

All hardware, website(s), or software purchased by the State and hosted by the State will be subjected to security scans by BIT.

Unless expressly indicated in writing, the State assumes all price estimates and bids are for the delivery and support of systems that will pass security and performance testing. If the State determines the hardware, website(s), software, and or cloud services have security vulnerabilities that must be corrected, the State will inform the Contractor of the nature of the issue and the Contractor will be required to respond in writing regarding mitigation plans for the security vulnerabilities. If the product(s) does not pass the initial security scan, additional security scans may be required to reach an acceptable level of security. The Contractor must pass a final follow-up security scan for the hardware, website(s), software or cloud services for the product(s) to be acceptable products to the State. The State may suspend or cancel payments for hardware, website(s), software, or cloud services that do not pass a final security scan.

Any website or web application hosted by the Contractor that generates email cannot use “@state.sd.us” as the originating domain name per state security policy.

As part of this project, the Contractor will provide a monitoring tool the State can utilize to monitor the operation of the proposed solution as well as all systems and all subcomponents and connections. It is required that this tool be easy to use and provide a dashboard of the health of the proposed solution. The effectiveness of this monitoring tool will be a component of the acceptance testing for this project.

As part of the project plan, the Contractor will include development of an implementation plan that includes a back out component. Approval of the implementation plan by BIT should be a project milestone. Should the implementation encounter problems that cannot be resolved and the implementation cannot proceed to a successful conclusion, the back out plan will be implemented. The Implementation and back out documentation will be included in the project documentation.

The successful Contractor(s) will use the approved BIT processes and procedures when planning its project, including BIT's change management process. Work with the respective agency's BIT Point of Contact on this form. The Change Management form is viewable only to BIT employees. The purpose of this form is to alert key stake holders (such as: Operations, Systems Support staff, Desktop Support staff, administrators, Service Desk personnel, client representatives, and others) of changes that will be occurring within state resources and systems.

Include in your submission details on your:

- Data loss prevention methodology;
- Identity and access management;
- Security intelligence;
- Annual security training and awareness;
- Manual procedures and controls for security;
- Perimeter controls;
- Security certifications and audits.

If the Contractor will have State data on its system(s) or on a third-party's system and the data cannot be sanitized at the end of the project, the Contractor's proposal must indicate this and give the reason why the data cannot be sanitized as per the methods in NIST 800-88.

By submitting a response to this solicitation or agreeing to contract with the State, the Contractor certifies and agrees that the following information is correct:

The Contractor's solution shall not include any hardware, hardware components, Services, or Software from any company pursuant to 47 C.F.R. §54.9 and listed by the FCC as Covered List by Section 2 of the Secure Networks Act or any subsidiary or affiliate of such entities. The URL for this list is <https://fcc.gov/supplychain/coveredlist>. This includes hardware going on the State's network as well as the Contractor's network if the Contractor's network is accessing the State's network or accessing State data. This includes Infrastructure as a Service, Platform as a Service or Software as a Service situations. Any company that is considered to be a security risk by the government of the United States under the International Emergency Economic Powers Act, in a United States appropriation bill, an Executive Order, or listed on the US Department of Commerce's Entity List will be included in this ban.

If the Contractor's solution requires accounts allowing access to K-12, Board of Regents, and/or State systems, then the Contractor must indicate the number of the Contractor's staff or subcontractors that will require access, the level of access needed, and if these accounts will be used for remote access. These individuals will be required to use Multi-Factor Authentication (MFA). All State security policies can be found in the Information Technology Security Policy (ITSP) attached to this RFP. The Contractor should review the State's security policies regarding authorization, authentication, and, if relevant, remote access (See ITSP 230.67, 230.76, and 610.1). Use of Remote Access Devices (RAD) by contractors to access the State's system must be requested when an account is requested. The Contractor should be aware that access accounts given to non-state employees, Non-State (NS) accounts, will be disabled if not used after 180 days. A NS account will be deleted after 365 days if it is not used.

The State, at its sole discretion, may consider a solution that does include all or any of these deliverables or consider deliverables not originally listed. A Contractor **must** highlight any deliverable it does not meet and give any suggested "work-around" or future date that it **will** be able to provide the deliverable.

## 7.0 PROPOSAL RESPONSE FORMAT

All proposals should be prepared simply and economically and provide a direct, concise explanation of the Contractor's proposal and qualifications. Elaborate brochures, sales literature and other presentations unnecessary to a complete and effective proposal are not desired.

Contractors are required to provide an electronic copy of their response. The electronic copy should be provided in DOCX or in PDF format, with the cost proposal in the required XLSX format using the template provided per the instructions. The submission must be delivered as indicated in Section 1.5 of this document.

The Contractor is cautioned that it is the Contractor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The Contractor's failure to submit such information **as directed in this RFP**, may cause an adverse impact on the evaluation of the proposal. The

Contractor should respond to each point in the Scope of Work and Deliverables in the order they were presented.

Contractors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to [e-rate@state.sd.us](mailto:e-rate@state.sd.us). Contractors and their agents may not contact any state employee other than the buyer regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Contractors and their agents who have questions regarding this matter should email [e-rate@state.sd.us](mailto:e-rate@state.sd.us).

The Contractor may be required to submit a copy of their most recent audited financial statements upon the State's request.

The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number. Each of the sections listed below should be tabbed.

Contractors are cautioned that use of the State Seal in any of their documents is illegal as per South Dakota Codified Law § 1-6-3.1. *Use of seal or facsimile without authorization prohibited--Violation as misdemeanor. No person may reproduce, duplicate, or otherwise use the official seal of the State of South Dakota, or its facsimile, adopted and described in §§ 1-6-1 and 1-6-2 for any for-profit, commercial purpose without specific authorization from the secretary of state. A violation of this section is a Class 1 misdemeanor.*

Proposals should be prepared using the following headings and, in the order that they are presented below. Please reference the section for details on what should be included in your proposal.

- 7.1 Statement of Understanding of Project
- 7.2 Corporate Qualifications
- 7.3 Relevant Project Experience
- 7.4 Project Plan
- 7.5 Deliverables
- 7.6 Background Checks
- 7.7 Non-standard Software and/or Hardware

## **7.1 STATEMENT OF UNDERSTANDING OF PROJECT**

To demonstrate your comprehension of the project, the Contractor should summarize their understanding of what the work is and what the work will entail. This should include, but not be limited to, the Contractor's understanding of the purpose and scope of the project, critical success factors and potential problems related to the project, and the Contractor's understanding of the deliverables. The Contractor should include their specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements. This section should be limited to no more than two pages.

## **7.2 CORPORATE QUALIFICATIONS**

Please provide responses to the each of the following questions in your proposal.

- A. What year was your parent company (if applicable) established?
- B. What is the business of your parent company?
- C. What is the total number of employees in the parent company?

- D. What are the total revenues of your parent company?
- E. How many employees of your parent company have the skill set to support this effort?
- F. How many of those employees are accessible to your organization for active support?
- G. What year was your firm established?
- H. Has your firm ever done business under a different name and if so, what was the name?
- I. How many employees does your firm have?
- J. How many employees in your firm are involved in this type of project?
- K. How many of those employees are involved in on-site project work?
- L. What percent of your parent company's revenue (if applicable), is produced by your firm?
- M. Corporate resources available to perform the work, including any specialized services, within the specified time limits for the project
- N. Availability to the project locale
- O. Familiarity with the project locale
- P. Has your firm ever done business with other governmental agencies? If so, please provide references.
- Q. Has your firm ever done business with the State of South Dakota? If so, please provide references.
- R. Has your firm ever done projects that are like or similar to this project? If so, how many clients are using your solution? Please provide a list of four or more locations of the same approximant nature as the State where your application is in use along with contact names and numbers for those sites. The State of South Dakota has a consolidated IT system. **Either** any references given should be from states with a consolidated IT system, to be acceptable **or** the reference should be a detailed explanation on how you will modify your work plan for a consolidated environment that you are unfamiliar with.
- S. Provide the reports of third-party security scans done at the end of the four projects you provided in your proposal response. If there are no audits of these projects then provide, unedited and un-redacted results of such security testing/scanning from third-party companies or tools that has been run within the past 90 days. The State will sign a non-disclosure agreement, as needed, and redaction of these scan reports can be done within the limits of the State's open records law.
- T. What is your Company's web site?

When providing references, the reference must include the following information:

- Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted
- Dates of the service/contract

- A brief, written description of the specific prior services performed and requirements thereof

### 7.3 RELEVANT PROJECT EXPERIENCE

Provide details about four recent projects that the Contractor was awarded and then managed through to completion. Project examples should include sufficient detail so the agency fully understands the goal of the project; the dates (from start to finish) of the project; the Contractor's scope of work for the project; the responsibilities of the Contractor and subcontractors in the project; the complexity of the Contractor's involvement in the project; deliverables provided by the Contractor; the methodologies employed by the Contractor; level and type of project management responsibilities of the Contractor; changes that were made and request for changes that differed from the onset of the project; how changes to the project goals, Contractor's scope of work, and deliverables were addressed or completed; price and cost data; quality of the work and the total of what the Contractor accomplished in the project.

- A. Client/Company Name
- B. Client Company Address, including City, State and Zip Code
- C. Client/Company Contacts(s)
  - Name
  - Title
  - Telephone Number
  - E-mail address
  - Fax Number
- D. Project Start Date
- E. Project Completion Date
- F. Project Description and Goals
- G. Contractor's Role in Project
- H. Contractor's responsibilities
- I. Contractor's Accomplishments
- J. Description of How Project Was Managed
- K. Description of Price and Cost Data from Project
- L. Description of special project constraints, if applicable
- M. Description of your ability and proven history in handling special project constraints
- N. Description of All Changes to the Original Plan or Contract That Were Requested
- O. Description of All Changes to the Original Plan or Contract That Contractor Completed
- P. Description of How Change Requests Were Addressed or Completed by Contractor
- Q. Was Project Completed in a Timeframe That Was According to the Original Plan or Contract? (If "No", provide an explanation)
- R. Was Project Completed Within the Original Proposed Budget? (If "No" provide an explanation)
- S. Was there any Litigation or Adverse Contract Action regarding Contract Performance? (If "Yes" provide an explanation)
- T. Feedback on Contractor's Work by Company/Client

- U. Contractor's Statement of Permission for the Department to Contact the Client/Company and for the Client's/Company's Contract(s) to Release Information to the Department

## **7.4 PROJECT PLAN**

Provide a project plan that indicates how you will complete the required deliverables and services and addresses the following:

- Proposed project management techniques
- Number of Contractor's staff needed
- Tasks to be performed (within phase as applicable)
- Number of hours each task will require
- Deliverables created by each task
- Dates by which each task will be completed (dates should be indicated in terms of elapsed time from project inception)
- Resources assigned to each task
- Required state agency support
- Show task dependencies
- Training (if applicable)

Microsoft Project is the standard scheduling tool for the State of South Dakota. The schedule should be a separate document, provided in Microsoft Excel XLSX format, and submitted as an attachment to your proposal.

If, as part of this project, the Contractor plans to set up or configure the software or hardware and plans to do this outside of South Dakota, even in part, then the Contractor needs to provide a complete and detailed project plan on how the Contractor plans on migrating to the State's site. Failure to do this is sufficient grounds to disregard the submission, as it demonstrates that the Contractor fundamentally does not understand the project. Providing a work plan for the steps above that is complete and detailed maybe sufficient.

## **7.5 DELIVERABLES**

This section should constitute the major portion of the work to be performed. Provide a complete narrative detailing the assessment of the work to be performed, approach and methods to provide the requirements of this RFP, the Contractor's ability to fulfill the requirements of this RFP, the Contractor's approach, the resources necessary to fulfill the requirements, project management techniques, specialized services, availability to the project locale, familiarity with the project locale and a description of any options or alternatives proposed. This should demonstrate that the Contractor understands the desired overall performance expectations. This response should identify each requirement being addressed as enumerated in section 7.0. If you have an alternative methodology or deliverables you would like to propose, please include a detailed description of the alternative methodology or deliverables and how they will meet or exceed the essential requirements of the methodology and deliverables described in Section 7.0.

### **7.5.1 Narrative**

Provide a complete narrative detailing the assessment of the work to be performed, approach and methods to provide the requirements of this RFP, the Contractor's ability to fulfill the requirements of this RFP, the Contractor's approach, the resources necessary to fulfill the requirements, project management techniques, specialized services, availability to the project locale, familiarity with the project locale and a description of any options or alternatives proposed. This should demonstrate that the Contractor understands the desired overall performance expectations. This response should identify each requirement being addressed as enumerated in sections 3.0 and 7.0 and all subsections that follow below. If you have an alternative methodology or deliverables you would like to propose, please



include a detailed description of the alternative methodology or deliverables and how they will meet or exceed the essential requirements of the methodology and deliverables described in sections 3.0 and 7.0 and all subsections that follow below.

There is also a list of technical questions, which is set forth in the various subparts of section 7.5.2 below. These questions must be answered and signed by the Contractor which will be used in the proposal evaluation.

Agree ☐ Disagree ☐ Explanation:

## **7.5.2 Technical Specifications**

7.5.2.1 The Broadband network services must meet the RFP's specifications and standards and provide the QoS features that are listed below. This Broadband network needs to be primarily an IP Layer 3 network over 802.1q VLANs using external Border Gateway Protocol (eBGP) as the routing protocol between the sites and the Contractor, or alternatively certain cases an Ethernet 802.1q Layer 2 network with ONLY point-to-point connections from the edge sites back to the designated core/hub sites.

Contractors may propose an alternative network architecture (as stated in the section 3) that meets all the technical specifications.

This Broadband network must support all standard protocols including IPv4, IPv6, Open Shortest Path First (OSPF), OSPF3, Internet Group Management Protocol (IGMP), Protocol Independent Multicast (PIM), Multiprotocol Label Switching (MPLS), Virtual Private LAN Service (VPLS), Virtual Extensible LAN (VXLAN), and Ethernet VPN (EVPN). Any protocol that runs over Ethernet/IPv4/IPv6 protocols must be allowed to run across the Broadband solution.

Multipoint connections, as requested by the State, either to multiple core sites or between any other sites are a requirement. The network service must support at a minimum an Internet Protocol (IP) Maximum Transmission Unit (MTU) of 9000 bytes with an Ethernet MTU of 9192 bytes across the entire network.

Agree ☐ Disagree ☐ Explanation:

7.5.2.2 All core sites will be comprised of either multiple 100GbE connections in an 802.3ad LACP LAG configuration or at least a single 100GbE and/or 400GbE connection in a LAG configuration using 802.1q VLAN headers being determined by the State's bandwidth requirements of the core site.

Agree ☐ Disagree ☐ Explanation:

### **7.5.2.3 Ethernet Standards (IEEE)**

These specifications must be met at all core and edge site hand-offs to the State.

- IEEE 802.1x
- IEEE 802.3x full duplex on 100BASE-TX
- IEEE 802.1Q VLAN
- IEEE 802.3u 100BASE-TX specification
- IEEE 802.3z 1000BASE-LH specifications
- IEEE 802.3z 1000BASE-LX specifications
- IEEE 802.3ab specifications, 1000GBASE-LR4
- IEEE 802.3z 1000BASE-X specifications

- IEEE 802.3ae 10GbE LAN-PHY specifications
- IEEE 802.3ba-2010 100GbE specifications
- 100G Lambda MSA Interface Standards for 400GbE specifications (FR4 and LR4)
- IEEE 802.3bs 400GbE specifications
- IEEE 802.1w Rapid Spanning Tree Protocol (RSTP)
- IEEE 802.1s
- IEEE 802.3ad with LACP Support or IEEE 802.1ax

Agree ☐ Disagree ☐ Explanation:

### 7.5.3 Dark Fiber Solutions

The State will consider proposals for traditional telecommunications service (either from telecommunications common carriers or leased fiber service providers) or dark fiber service where the service provider leases the fiber to the State and/or leases or sells the equipment that is necessary to make the broadband service functional.

#### 7.5.3.1 Dark Fiber Service Requirements

Dark fiber facilities may be leased from a Contractor via an indefeasible right-to-use contract or may be purchased from a Contractor and owned by the State. The modulating equipment to enable the fiber may be purchased and owned by Contractor. The equipment used to enable the fiber may be owned, managed, and maintained by a different Contractor from the Contractor that is leasing the dark fiber facilities. Contractors are required to provide technical requirements for the Contractor-owned devices as part of the leased end to end service including the manufacturer specifications. Dark fiber proposals must indicate whether the maintenance and operation of the facilities is separately priced, and if so, what the price is, or whether maintenance and operation of dark fiber is included in the monthly base price. Third party separate dark fiber maintenance and operation proposals will be accepted and considered for all sites per E-rate requirements.

The dark fiber, if owned by the Contractor, is the responsibility of the Contractor for all repairs, upgrades, locates, maintenance, and operations. The primary contact will be the Contractor bidding on the solution.

Agree ☐ Disagree ☐ Explanation:

### 7.5.4 General Network Requirements

- 7.5.4.1 The State network will be a private network with security and privacy for all clients connected to the network. All network traffic carried from site-to-site will be transparent to the Contractor and protected from the Contractor and all other 3rd party access to the traffic except as directed by law enforcement under lawful subpoena.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.2 The core sites will be comprised of multiple 100GbE connections in an 802.3ad LACP LAG configuration or a single 100GbE and/or 400GbE connection in a LAG that provides full physical diversity by Open Systems Interconnection (OSI) model Layer 1 protection for any type of network outage up to the State's network equipment at the location with automatic recovery.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.3 The edge/hub sites must hand-off Ethernet standards-based connections to the State equipment.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.4 The Contractor network must be either a fully Layer 2/3 network that is transparent to the State and the State networking protocols, or an alternative network layer that meets all the technical specifications as outlined in sections 3 and 7.5. The State's preference is to continue the network architecture as Layer 3 with limited Layer 2 connections as needed. The State may consider alternative proposals alongside the current architecture.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.5 The Contractor network must support an IP MTU of 9000 bytes for the State's network traffic. The Ethernet MTU must be at least 9192 bytes.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.6 No network connection between any connected sites on the Contractor's network can exceed 20 milliseconds (ms) of latency as measured between the State's edge network equipment connected to the circuit.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.7 No network connection between any connected sites on the Contractor's network can exceed more than .00001% of packet loss as measured between the State's network equipment connected to the circuit at each end.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.8 The Contractor network must allow for multipoint connections as requested by the State either to multiple core sites or between any other sites on a Contractor's network. Examples: A VLAN that connects three to four sites together or multiple connections to the same private VRF instance using eBGP.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.9 The Contractor network must support the following Layer 3 Protocols: IPv4, IPv6, IP QoS Standards (without interference or changes to State IP header settings), OSPF, OSPFv3, BGP, PIM (IPv4 Multicast), IPv6 Multicast, EVPN, and VXLAN.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.10 Layer 3 networks must support eBGP peering between the State network devices and the Customer Premise Equipment, and/or Provider Edge (PE) equipment of the Contractor connection. The Contractor connection must be connected to their nearest local Layer 3 peering point in South Dakota. Contractor will provide details on the location of peering points to be used for each Layer 3 circuit upon request. The connection must support 802.3ad, IPv4, IPv6, and may support IP Multicast, IGMP, PIM, and MSDP. The connection must allow for the use of multiple, private virtual routing and forwarding (VRF(s)) instances using VLANs for separation of the VRFs, each running with different Autonomous Systems (AS) at each site.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.11 Layer 2 networks must support the following: OSPF (all versions), BGP, Ethernet QoS, VPLS, IPv4, IPv6, Ethernet/IP Multicast, and IGMP.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.12 The Contractor network must honor all State IP QoS markings. The Contractor will not rewrite/remark or change any of the IP QoS header settings set by the State network equipment.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.13 While the State prefers an IP based Layer 3 network proposal, a limited number of sites may require Ethernet Layer 2 connections between sites. Support for Layer 2 connections must be included in any Layer 3 proposal.

Agree ☐ Disagree ☐ Explanation:

- 7.5.4.14 Select locations solicited under this RFP are considered Critical Sites by the State. These sites operate 24x7x365 and/or require fingerprint-based background checks for entry. These critical sites are listed in Appendix F.

Agree ☐ Disagree ☐ Explanation:

#### **7.5.5 Core Site Network Requirements**

- 7.5.5.1 The State core sites will support 10 Gigabit Ethernet fiber optic hand-offs for all links using 10GbE LAN-PHY connections, either as 10GBASE-SR or 10GBASE-LR. Priority will be given to 10GBASE-SR for 10GbE connections.

Agree ☐ Disagree ☐ Explanation:

- 7.5.5.1.1 The State core sites will support 100 Gigabit Ethernet connections on fiber optic hand-offs for all links using 100GBASE-LR4 optical solution.

Agree ☐ Disagree ☐ Explanation:

- 7.5.5.1.2 The State Core sites will support in the future 400 Gigabit Ethernet connections of fiber optic hand-offs for all links using 400GBASE-LR4 and/or 400GBASE-FR4 optical solution.

Agree ☐ Disagree ☐ Explanation:

- 7.5.5.2 The State core sites do not support the use of overlapping VLAN ranges. Contractor must work with the State for all VLAN allocations to establish a range of allowed VLANs between 1024 and 4000. If the Contractor has a conflicting VLAN with the State, the Contractor must change the VLAN allocation.

Agree ☐ Disagree ☐ Explanation:

- 7.5.5.3 State core sites do not support the use of overlapping AS Numbers nor Public AS numbers for the Layer 3 network. The State will assign private AS numbers to each site on the Layer 3 network.

Agree ☐ Disagree ☐ Explanation:

7.5.5.4 The ability to support an IEEE 802.3ad LAG using LACP Protocol is required. The Contractor must support LACP Active and Fast Polling.

Agree ☐ Disagree ☐ Explanation:

7.5.5.5 The Core sites require higher QoS levels.

Agree ☐ Disagree ☐ Explanation:

7.5.5.6 Contractor agrees to provide, at a minimum, a protected 100GbE circuit(s) using 100GBASE-LR4 single-mode fiber, using LC handoff at each mandatory core location. All circuits will be bonded with 802.3ad LACP into one LAG circuit. These circuits will be used to deliver edge circuit bandwidth back to the core sites. These circuits will be fully protected over divergent paths to the core site, so that no fiber cut or equipment problem can take down the circuit, outside of the building that houses the core site.

These circuits will be required to support the combined bandwidth needs of the edge sites. When the 95<sup>th</sup> percentile utilization of either location's core LAG circuit exceeds 85% of the location's total LAG capacity for a total of 4 hours over a period of three consecutive days, the Contractor must supply another 100GbE circuit into the existing LAG(s) at all core locations. Additional 100GbE circuits at the core sites must meet all the other requirements listed in section 7.5. Contractor agrees to include the costs for these core circuits as part of the monthly circuit price for edge sites.

Agree ☐ Disagree ☐ Explanation:

7.5.5.7 Core Layer 3 circuits will use eBGP for route peering, supporting multiple private VRF instances that edge and other core sites will connect into, with passwords for all BGP sessions required.

Agree ☐ Disagree ☐ Explanation:

## 7.5.6 Edge Site Requirements

7.5.6.1 The edge sites hand-off must be Ethernet-based copper 1GbE (TX), 1GbE fiber (SX or LX), 10GbE fiber (SR), or 100GbE fiber (LR4) connections.

Agree ☐ Disagree ☐ Explanation:

7.5.6.2 Edge sites for Layer 2 will include one or more logical connections using 802.1q VLANs back to one or more core sites. The logical connections may or may not both go back to the same core site. All video connections will only go back to the Pierre core site. The video connections must be at the highest priority bandwidth settings that the Contractor can support. The Contractor must also support multi-point connections.

Agree ☐ Disagree ☐ Explanation:

7.5.6.3 As bandwidth needs have increased, some edge sites now have a 10GbE/100GbE connection and/or 1GbE/10GbE LACP LAG circuits to meet the total bandwidth required at a site. These connection types must also be supported as a hand-off from the Contractor's CPE equipment.

Agree ☐ Disagree ☐ Explanation:

7.5.6.4 For Layer 3 topology, all circuits will use eBGP for route peering and all AS numbers will be private and assigned by the State to avoid overlapping AS numbers. The

Contractor must support 4 byte AS numbers as per Request for Comment (RFC) 4893 and private AS numbers in the 4 byte range as per RFC 6996.

Agree ☐ Disagree ☐ Explanation:

#### **7.5.7 Hub Site Internetworking**

7.5.7.1 Some sites may be configured differently in that one of the sites will be considered a hub location. Other sites will be connected back directly to the hub site and/or core sites through logical Layer 2 / 3 topologies.

Agree ☐ Disagree ☐ Explanation:

7.5.7.2 The Contractor Hub and Spoke circuits must meet all the same requirements for other edge site circuits as listed in section 7.5.6.

Agree ☐ Disagree ☐ Explanation:

7.5.7.3 For Hub Site Interworking Layer 3 topology, the hub site will have at least 2 private VRF instances. One VRF instance will be part of the core site's main VRF instance for outside network access. One VRF instance will be a private internal instance for the edge sites that connect back to the hub. These AS numbers will be private and assigned by the State to avoid overlapping AS numbers. The Contractor must support 4 byte AS numbers as per RFC 4893 and private AS numbers in the 4 byte range as per RFC 6996.

Agree ☐ Disagree ☐ Explanation:

#### **7.5.8 Other Technical Requirements**

7.5.8.1 Contractor must provide a hand-off at the customer premise on either a fiber optic connection or traditional copper Ethernet from the Contractor. All Ethernet connections will be Full Duplex only. The Contractor must provide the technical specifications for any Contractor owned equipment that will be located at the edge sites.

Agree ☐ Disagree ☐ Explanation:

7.5.8.2 The Contractor must provide documentation, including a statement of acknowledgement and agreement to the requirement as well as diagrams and/or schematics, that prove the core backbone (excluding the "last mile") have diverse communications paths and allow for automatic rerouting of traffic to allow uninterrupted traffic flow to prevent outages. These alternate routes must be able to sustain 100% of the network traffic within current performance specifications.

Agree ☐ Disagree ☐ Explanation:

7.5.8.3 Contractor must provide the ability to create multiple logical Layer 2 or Layer 3 connections at different QoS settings from each site back to the core/hub sites.

Agree ☐ Disagree ☐ Explanation:

7.5.8.4 Contractor must provide a single, centralized hand-off aggregating multiple logical connections into a single, head-end connection at each site.

Agree ☐ Disagree ☐ Explanation:

7.5.8.5 Contractor's proposal must include the ability to reconfigure logical connections and bandwidth changes (add, delete, increase, decrease bandwidth) as requested by the State.

Agree ☐ Disagree ☐ Explanation:

7.5.8.6 Oversubscription in the Contractor's network through a common infrastructure or on network-to-network interfaces is not allowed. Dedicated bandwidth from the Contractor's CPE to the other end of the logical connection is required.

Agree ☐ Disagree ☐ Explanation:

7.5.8.7 State traffic passing through the Contractor's network will not be monitored for any reason by the Contractor.

Agree ☐ Disagree ☐ Explanation:

7.5.8.8 QoS standards and features through the Contractor must pass all Ethernet and TCP/IP QoS parameters Cost of Service (COS)/Differentiated Services (DiffServ) without re-marking.

Agree ☐ Disagree ☐ Explanation:

7.5.8.9 QoS features through the Contractor's logical connections must be capable of prioritizing end-to-end traffic in the service using DiffServ markings or COS markings for QoS.

Agree ☐ Disagree ☐ Explanation:

7.5.8.10 Contractor to State connections will be via standard Ethernet framing using standard 802.1Q trunking, which must provide the appropriate tagging. All standard multicast and broadcast packets and protocols must be supported, including but not limited to OSPF, OSPFv3, MPLS, PIM, etc.

Agree ☐ Disagree ☐ Explanation:

7.5.8.11 Contractor must identify means of power protection for CPE; i.e., battery and/or generator for use in the event of a power failure and must identify length of continued point of presence (POP) operation under power protection.

Agree ☐ Disagree ☐ Explanation:

7.5.8.12 Performance Requirements

Key Performance Indicator (KPI)	User Type	Performance Standard (Level/threshold)	Acceptable Quality Level (AQL)	Surveillance Period and Report Schedule
Data Delivery Rate (DDR)	Routine	99.9999%	$\geq 99.99990\%$	Monitored continuously, reported monthly
	Critical	99.99999%	$\geq 99.99999\%$	
Delay*	Routine	15 ms	$\leq 15$ ms	Measured every five minutes,

	Critical	10 ms	$\leq 10$ ms	reported monthly
<b>Time to Restore</b>	All	4 hours	$\leq 4$ hours	Monitored continuously, reported monthly
<b>Connection Availability</b>	All	99.95%	$\geq 99.95\%$	Monitored continuously, reported monthly

\*Delay is herein defined as latency across the carrier transport network from the edge site to either the core or hub site as measured by the State.

Agree ☐ Disagree ☐ Explanation:

#### 7.5.9 Order Process

7.5.9.1 The State's method to submit and confirm orders includes e-mail, telephone, web portal, or in-person with e-mail follow-up. The order will include the site name and address, which must be included on the bill. If the Contractor's records differ from the site address listed on the order, the Contractor must identify any such discrepancies. Contractor may not change this information without the State's consent.

Agree ☐ Disagree ☐ Explanation:

7.5.9.2 The State will expect orders to be confirmed within 24 hours by e-mail notification. The determined due dates for orders must be delivered within five business days of receipt of order.

Agree ☐ Disagree ☐ Explanation:

7.5.9.3 The State will require that orders be expedited from time to time.

Agree ☐ Disagree ☐ Explanation:

7.5.9.4 The State requires that the Contractor manage installations and access to the end-user location both with the State and the on-site contact.

Agree ☐ Disagree ☐ Explanation:

7.5.9.5 A report detailing site information must be submitted to State three days prior to the installation detailing provisioning assignments.

Agree ☐ Disagree ☐ Explanation:

7.5.9.6 The State requires billing to be ceased for services listed on a disconnect order on the day indicated on the disconnect order. Charges will be pro-rated for that circuit. There are no early termination charges.

Agree ☐ Disagree ☐ Explanation:

7.5.9.7 The State may request services for any new site(s) with the same terms and conditions of this agreement as a minor contract modification.



Agree ☐ Disagree ☐ Explanation:

#### **7.5.10 Repair Service**

- 7.5.10.1 Contractor is responsible for the timely and complete resolution of all repair problems.

Agree ☐ Disagree ☐ Explanation:

- 7.5.10.2 Only State authorized users will report service problems directly to the Contractor.

Agree ☐ Disagree ☐ Explanation:

- 7.5.10.3 On-line tracking information is required from when a trouble ticket is open to confirming closure. State will require notations and comments regarding the status, activity, dispatch and resolution of a trouble ticket. This information must be saved in an unchangeable record.

Agree ☐ Disagree ☐ Explanation:

- 7.5.10.4 Contractor must provide a network operations center manned 24 hours per day, 7 days a week.

Agree ☐ Disagree ☐ Explanation:

- 7.5.10.5 Network operations and support personnel must be located in North America.

Agree ☐ Disagree ☐ Explanation:

- 7.5.10.6 Network operations and support personnel must not be outsourced to third parties.

Agree ☐ Disagree ☐ Explanation:

- 7.5.10.7 Contractor must provide a toll-free telephone number to report problems.

Agree ☐ Disagree ☐ Explanation:

- 7.5.10.8 Contractor must acknowledge a repair service request within 15 minutes.

Agree ☐ Disagree ☐ Explanation:

- 7.5.10.9 Contractor must provide their escalation process.

Agree ☐ Disagree ☐ Explanation:

#### **7.5.11 Installation**

- 7.5.11.1 The State requires a primary contact from the Contractor to coordinate installations and on-going operations.

Agree ☐ Disagree ☐ Explanation:

- 7.5.11.2 Contractor will test and validate the circuit and Contractor equipment is fully operational at the subscribed performance levels. The results of circuit performance tests must be reported to the State at the time of circuit activation.

Agree ☐ Disagree ☐ Explanation:

7.5.11.3 Installation of service at the customer's premise must be coordinated both with the State and the site contact. A courtesy call and/or e-mail must be placed five (5) business days prior to installation to the State and site contact(s).

Agree ☐ Disagree ☐ Explanation:

7.5.11.4 Contractor shall issue a Held-Order notice within three (3) business days of order placement to the State if it is found that facilities are not in place. The State will be notified of due date for Held-Order within five business days of Held-Order Notice.

Agree ☐ Disagree ☐ Explanation:

7.5.11.5 The following table defines service delivery expectations.

Description	Activity	Due Date Interval with Facilities in Place	Due Date Interval without Facilities in Place
>10 Gbps	Add Access Link	Individual Case Basis (ICB)	ICB
10 Gbps	Add Access Link	15 Business Days	ICB
1 Gbps	Add Access Link	15 Business Days	ICB
100 Mbps	Add Access Link	15 Business Days	ICB
<100 Mbps	Add Access Link	15 Business Days	ICB
Relocate	Move Access Link	15 Business Days	ICB
VLAN Activity	Add/Disconnect/Move VLAN	5 Business Days	ICB
Disconnects	Delete Access Link or VLAN	5 Business Days	ICB
Billing	Changes	10 Business Days	ICB
Bandwidth	Changes	10 Business Days	ICB

Agree ☐ Disagree ☐ Explanation:

7.5.11.6 The Contractor must provide all Contractor's CPE equipment.

Agree ☐ Disagree ☐ Explanation:

7.5.11.7 The Contractor must provide the locations of the Contractor's CPE equipment and demarc with this information after the Contractor's installation, to include: room number, floor, building, rack, port information three (3) business days after installation.

Agree ☐ Disagree ☐ Explanation:

7.5.11.8 The Contractor is responsible for all extensions within a building to the location of the State's equipment.

Agree ☐ Disagree ☐ Explanation:

7.5.11.9 The State will not pay for voice phone line service on circuits.

Agree ☐ Disagree ☐ Explanation:

### 7.5.12 Security

- 7.5.12.1 The State's network must be protected such that it cannot be modified, deleted, or otherwise altered. Traffic over the Contractor's network must be private and protected from viewing and access by the Contractor and any third parties.

Agree ☐ Disagree ☐ Explanation:

- 7.5.12.2 Contractor's facilities (such as buildings, power services, continuity of operations, etc.) and the security of the information that will traverse the network, personnel, information, facilities, and applications as they relate to this RFP must be protected from unauthorized electronic and physical access. Contractor must take steps to keep the State infrastructure secure from unauthorized access.

Agree ☐ Disagree ☐ Explanation:

- 7.5.12.3 All Contractor employees assigned to this contract shall be required to carry company picture ID's while on-site, and premise visits must be authorized by site contact.

Agree ☐ Disagree ☐ Explanation:

- 7.5.12.4 Contractor must provide a copy of their security practices.

Agree ☐ Disagree ☐ Explanation:

- 7.5.12.5 Contractor's access control and security-related performance must comply with all State procedures and policies, which are communicated to the Contractor by State during the performance of the Contract.

Agree ☐ Disagree ☐ Explanation:

### 7.5.13 Billing to the State

- 7.5.13.1 Invoices must be provided to State electronically (Comma Delimited Format and Portable Document Format) for processing and bill paying. The customer of record is required to be the State of South Dakota.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.2 Contractor must furnish billing for the services on a monthly basis. It is required that each invoice covers one calendar month. Electronic media shall provide detailed billing information. Charges for K-12 sites, which will be identified by the State, must be separately invoiced. Each site on each invoice must have separately itemized charges for each rate element and fee. Invoices for K-12 sites must list the State of South Dakota as the customer of record, must include the K-12 site name as designated by the State, and must use the site address as designated by the State. The South Dakota Department of Education currently is required to allocate the funds from its budget to pay for the services to the K-12 sites and therefore is considered the "Billed Entity" for E-rate purposes.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.3 All credit adjustments must have sufficient detail to allow for proper agency crediting to occur. Requested credits / billing disputes must be resolved or credit issued within one month.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.4 When the State is billed for services that were not provided, State will withhold payment for those services. The Contractor will be given up to 45 days to review the charges, and if legitimate, to represent them along with an explanation for payment consideration.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.5 All circuits must be listed separately in the electronic billing.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.6 Services must be billed at the published rates. No add-ons will be allowed except for any applicable taxes/surcharges as disclosed and itemized in the Contractor's proposal.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.7 Partial month's billing must be prorated from date of activation and upon the date of notice for deactivation.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.8 In the event Contractor undertakes construction for the purpose of provisioning service, Contractor will notify State prior to commencement of said construction to discuss the construction requirements, including cost, and State acknowledges it will accept responsibility for such charges in order for Contractor to provision service. State will retain the right to reject such service that will require construction costs.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.9 The State must not be billed for any administrative time expended by Contractor employees on behalf of the Contractor.

Agree ☐ Disagree ☐ Explanation:

- 7.5.13.10 Some sites do not require service 12 months of the year. The State may request a service be placed into a suspended state of at least one month. For those sites, the State will require suspension of billing but not termination of service.

Agree ☐ Disagree ☐ Explanation:

#### **7.5.14 Billing to School District**

- 7.5.14.1 The State will order and receive services, on behalf of school districts (and other K-12 schools), under the contract awarded to the Contractor. During the term of the Contract including any voluntary extension period, the State may order bandwidth revisions to E-rate eligible K-12 sites and order service for new K-12 sites. The billing may be split between the State and the School for the charges, billed 100% to the State, or may be billed 100% to the School. When the State indicates there is a split billed site or a directly billed charge, Contractor must bill the K-12 school/school district/State separately and individually for the applicable charges and must bill the State for any associated charges, as agreed upon between the State, School, and Contractor. Contractor must provide individual contracts with school administrators and the State.

Agree ☐ Disagree ☐ Explanation:

- 7.5.14.2 Invoices sent to school districts (and other K-12 schools) must provide detailed billing of services and must be itemized in electronic and paper billing.

Agree ☐ Disagree ☐ Explanation:

- 7.5.14.3 Contractor must provide a price quote for the cost of any additional service, based on pricing under the Contract, to the State within ten (10) business days of receiving the request.

Agree ☐ Disagree ☐ Explanation:

- 7.5.14.4 The State will communicate service orders to the Contractor via email, telephone, web portal, or in person with email follow-up to the Contractor's designated contact person for additional services.

Agree ☐ Disagree ☐ Explanation:

- 7.5.14.5 Upon receiving the signed service order from the School District (and initialed by the State), the Contractor shall provision the additional bandwidth within ten (10) business days, or the service start date designated on the signed service order.

Agree ☐ Disagree ☐ Explanation:

#### 7.5.15 Termination

Bandwidth may be increased or decreased during the period that the contract is in effect, including voluntary extension periods. While the State anticipates that long term traffic and circuits are expected to expand, there may be some situations where buildings close or may need to reduce the quantity of service they receive. The State will not guarantee minimum monthly volumes for service categories and will not agree to incur any termination charges for disconnections or reductions in the quantity of service. Any changes to service requests such as disconnections, or reductions in service, will not be subject to a service order charge or an early termination charge.

Agree ☐ Disagree ☐ Explanation:

#### 7.5.16 Disaster Recovery

The Contractor shall provide a Disaster Recovery Plan for the Network Operations Center (NOC) including an estimate of the impact on State operations in case of any disaster that renders such facilities unusable or unavailable. The plan must define the procedures and methods of recovery including use of a backup facility and the plan to restore service to the primary facility. Contractor must agree to the State invoking this disaster plan at any time, up to twice per year, for the purpose of establishing readiness. Contractor must participate in the development and implementation of a disaster preparedness plan for all NOC facilities. It should be emphasized that State expects that, even in the event of a disaster that disables significant portions of the network, the remaining portions will be operated without interruption.

Agree ☐ Disagree ☐ Explanation:

#### 7.5.17 Service Level Agreement (SLA)

##### 7.5.17.1 Availability

When an interruption of service occurs for thirty (30) continuous minutes or more

after either the State's detection and notice to Contractor or Contractor's notice to the State, and the interruption is not due to the negligence of State, an out of service credit will be applied to the account.

Agree ☐ Disagree ☐ Explanation:

7.5.17.1.1 Credit

Out of service credits for each circuit and/or VLAN's will be the greater of 10% of monthly recurring circuit charges per event or \$75 per event, with no more than one event per circuit recognized within a 6-hour period. The credit allowance(s) for an interruption or for a series of interruptions, in any one-month billing period, will not exceed the circuit monthly recurring charges. SLA credits must be applied to the account within two billing cycles of occurrence and separately itemized for each credit.

Agree ☐ Disagree ☐ Explanation:

7.5.17.2 Accountability

7.5.17.2.1 Contractor agrees to provide information on service interruption(s), including circuit ID's, duration time frames, site(s) and the amount of service level agreement credit will be provided within five business days of outage occurrence.

Agree ☐ Disagree ☐ Explanation:

7.5.17.2.1.1 Credit

Credit allowance for not providing the above information in the timeframe specified is \$500.00. SLA credits must be applied to the account within one billing cycle of occurrence. The credit will double (2x amount defined above) if the credit does not appear within one billing cycle of occurrence.

Agree ☐ Disagree ☐ Explanation:

7.5.17.3 Uncontrollable Conditions

Fiber cuts will not be considered uncontrollable conditions and will be subjected to full SLA agreements for all affected circuits.

Agree ☐ Disagree ☐ Explanation:

7.5.17.4 Accountability

7.5.17.4.1 The Contractor must provide the locations of the Contractor's CPE equipment and demarc with this information after the Contractor's installation, to include: room number, floor, building, rack, port information three (3) business days after installation.

Agree ☐ Disagree ☐ Explanation:

7.5.17.4.1.1 Credit

Credit allowance for not providing the above information in the timeframe specified is \$100.00. SLA credits should be applied to the account within one billing cycle of occurrence. The credit will double (2x amount defined above) if the credit does not appear within one billing cycle of occurrence.

Agree ☐ Disagree ☐ Explanation:

#### 7.5.17.5 Performance Requirements

Whenever a circuit and/or VLAN does not meet the performance requirements in the table in section 7.5.8.12 for thirty (30) continuous minutes or more after either the State's detection and notice to Contractor or Contractor's notice to the State, and the performance issue is not due to the negligence of the State, a service credit will be applied to the account.

Agree ☐ Disagree ☐ Explanation:

##### 7.5.17.5.1 Credit

Performance SLA credits for each circuit and/or VLAN's will be the greater of 10% of monthly recurring circuit charges per event or \$75 per event, with no more than one event per circuit recognized within a 6-hour period. The credit allowance(s) for a performance SLA or for a series of performance SLA's, in any one-month billing period, will not exceed the circuit monthly recurring charges. SLA credits should be applied to customers account within two billing cycles of occurrence.

Agree ☐ Disagree ☐ Explanation:

#### 7.5.17.6 Accountability for delivered circuits and/or VLANs

##### 7.5.17.6.1

The Contractor must adhere to the technical and Ethernet Standards in Section 7.5.2 upon installation. If these technical requirements and standards are not met a service credit will be applied to the customer's account.

Agree ☐ Disagree ☐ Explanation:

##### 7.5.17.6.1.1 Credit

Credit allowance for not meeting the above requirements is \$500.00. SLA credits should be applied to the account within one billing cycle of occurrence. The credit will double (2x amount defined above) if the credit does not appear within one billing cycle of occurrence.

Agree ☐ Disagree ☐ Explanation:

#### 7.5.17.7 Installation SLA

##### 7.5.17.7.1

Whenever a new or changed installation does not meet the timelines outlined in Section 7.5.11.5 and/or is not tested and verified functional to the State by the contractor, and the issue is not due to the negligence of the State, a service credit will be applied to the account.

Agree ☐ Disagree ☐ Explanation:

##### 7.5.17.7.2 Credit

New or changed installation SLA credits for each circuit and/or VLAN's will be the greater of 10% of monthly recurring circuit charges per event or \$75. SLA credits should be applied to the account within two billing cycles of occurrence.

Agree ☐ Disagree ☐ Explanation:

## 7.6 Background Checks

7.6.1.1 Bidding Contractors must include the following statement in their proposal:

(Company name here) acknowledges and affirms that it understands that the (company name here) employees who have access to production Personally Identifiable Information (PII), data protected under the Family Educational Rights and Privacy Act (FERPA), Personal Health Information (PHI), Federal Tax Information (FTI), any information defined under state statute as confidential or have access to secure facilities will have fingerprint based background checks. These background checks will be used to check the criminal history records of the State as well as the Federal Bureau of Investigation's records. (Company name here) acknowledges and affirms that this requirement will extend to include any Subcontractor's, Agents, Assigns and or Affiliated Entities employees.

Agree ☐ Disagree ☐ Explanation:

## 7.7 SECURITY AND VENDOR QUESTIONS

The Contractor must complete the list of technical questions, Security and Vendor Questions which is attached as Appendix E. These questions and the Contractor's responses may be used in the proposal evaluation.

Agree ☐ Disagree ☐ Explanation:

## 8.0 COST PROPOSAL

8.1 Cost will be evaluated independently from the technical proposal. Contractors may submit multiple cost proposals. Contractors may submit a separate cost proposal for each different proposed solution or multiple cost proposals per solution. A complete description of each cost proposal, and any assumptions and variables must be provided. All costs related to the provisioning of the required services must be included in each cost proposal offered.

Agree ☐ Disagree ☐ Explanation:

8.2 Contractor must provide all-inclusive pricing (core circuits, non-recurring, monthly recurring, surcharges and taxes) as part of the monthly recurring costs for edge circuits. If any costs cannot be included in the monthly rate, these must be broken down by rate in one central location with a detailed explanation as to why those costs cannot be included in the all-inclusive pricing within each cost proposal.

Agree ☐ Disagree ☐ Explanation:

8.3 The required cost proposal version will be Microsoft Excel XLSX. The cost proposal template is attached as Appendix D. **The format of the proposal cannot be changed. Contractors must follow the instructions within the cost proposal template, and may not be password protected or protected in any other way.**

Agree ☐ Disagree ☐ Explanation:

8.4 The Contractor shall submit a statement in the Cost Proposal that attests to the Contractor's willingness and ability to perform the work described in this RFP for the price being offered.



Agree ☐ Disagree ☐ Explanation:

**8.5** Appendix A contains our detailed site list. If a Contractor experiences difficulty in locating site(s) based on the address provided, submit a question by the Contractor question deadline in Section 1.4. The State will attempt to provide additional information as to the location of those sites.

Agree ☐ Disagree ☐ Explanation:

## **9.0 PROPOSAL EVALUATION AND AWARD PROCESS**

**9.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

9.1.1 It is mandatory that each proposal must meet all of the requirements described in Sections 3 and 7 to be considered a valid proposal that will be considered. Proposals that fail to comply with these requirements will be disqualified and not considered. The State reserves the right to waive minor defects.

**9.2** Additional criteria to be evaluated

9.2.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

9.2.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;

9.2.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

9.2.4 Availability to the project locale;

9.2.5 Familiarity with the project locale;

9.2.6 Proposed project management techniques; and

9.2.7 Ability and proven history in handling special project constraints

**9.3** Experience and reliability of the Contractor's organization are considered subjectively in the evaluation process. Therefore, the Contractor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

**9.4** The qualifications of the personnel proposed by the Contractor to perform the requirements of this RFP, whether from the Contractor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Contractor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

**9.5** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

**9.6** In evaluating the proposals for K-12 sites, the price of E-rate eligible services will be the most heavily weighted factor.

**9.7** Award.

- 9.7.1 The State and the highest ranked Contractors shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 9.7.2 If the State and the highest ranked Contractors are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the State shall, either orally or in writing, terminate negotiations with the Contractors. The State may then negotiate with the next highest ranked Contractors.
- 9.7.3 The negotiation process may continue through successive Contractors, according to agency ranking, until an agreement is reached, or the State terminates the contracting process.
- 9.7.4 Contract award will be made on a site-by-site basis. The State reserves the right to make multiple contract awards made in response to this procurement based on the highest scoring proposal for each site, and in the case of school districts, the highest scoring proposal(s) for each school district.
- 9.7.5 The State and the highest ranked Contractor(s) shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 9.7.6 Preference will be given to a Contractor that is able to provide services to all sites within a school district.
- 9.7.7 Multiple Award: The State reserves the right to award multiple contracts based on the Contractor that receives the highest score for the sites.

## **10.0 BEST AND FINAL OFFERS**

The State reserves the right to request best and final offers in its sole discretion to some or all of the Contractors who submitted proposals. If so, the State will initiate the request for best and final offers; best and final offers may not be initiated by a Contractor. Best and final offers may not be necessary if the State is satisfied with the proposals received and clarifications are not required of the Contractors.

If best and final offers are sought, the State will document which Contractors will be notified and provide them opportunity to submit best and final offers. Requests for best and final offers will be sent stating any specific areas to be covered and the date and time in which the best and final offer must be returned. Conditions, terms, or price of the proposal may be altered or otherwise changed, provided the changes are within the scope of the request for proposals and instructions contained in the request for best and final offer. If a Contractor does not submit a best and final offer or a notice of withdrawal, the Contractor's previous proposal will be considered that Contractor's best and final proposal. After best and final offers are received, final evaluations will be conducted.

In making this decision, the initial evaluation of the proposals that lead to best and final offers will be compliant with E-rate requirements for the K-12 sites and the price of E-rate eligible services will be most heavily weighted among the various evaluation factors.

Agree ☐      Disagree ☐      Explanation:

**APPENDIX A –**

Attached as **Appendix A - Site List with Coordinates.xlsx**

**APPENDIX B –**

Attached as **Appendix B - Information Technology Security Policy – Contractor.pdf**

## **APPENDIX C –**

Attached as **Appendix C - Security Acknowledgement Form.pdf**

## **APPENDIX D – Cost Proposal**

Attached as **Appendix D – RFP #23RFP8984 Proposal Worksheet.xlsx**

## **APPENDIX E – Security and Vendor-Questions.docx**

## **APPENDIX F – Critical Sites.xlsx**