

Event Summary - Digital Data Circuits for the State of Iowa

Type	Request for Bids	Number	005-RFB-0666-2024
Stage Title	-	Organization	DASlowa
Currency	US Dollar	Event Status	
Department	Administrative Services - DAS	Exported on	
Exported by		Estimated Value	
Payment Terms			

Bid and Evaluation

Respond by Proxy	Allow	Use Panel Questionnaire	No
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No	Confidential Pricing	No

Visibility and Communication

Visible to Public Yes

Enter a short description for this public event

The Iowa Department of Education and their members of the State Of Iowa E-Rate Consortium, is seeking E-rate bids for digital data circuit.

Commodity Codes

Commodity Code	Description
92002	*Access Services, Data

Event Dates

Time Zone	CDT/CST - Central Standard Time (US/Central)
Released	-
Open	11/1/2023 7:00 AM CDT
Close	12/15/2023 4:00 PM CST
Sealed Until	12/15/2023 4:00 PM

Q&A Close 11/27/2023 4:00 PM CST

Event Users

Event Creator

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Description

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for the submission of a comprehensive Bid.

It is advised to "Save Progress" often and especially after uploading documents.

NOTE: Anytime the Bidder opens their bid after the initial submission, they MUST certify and resubmit. No information will be lost from the initial submission.

NOTE: Bidder must approve and resubmit their bid after an amendment has been posted by the Issuing Officer. If the bid was submitted before the amendment, all information will be saved. The Bidder only needs to read and acknowledge the amendment.

Instructions for Amendments: Answer the newly posted question in the Questions Section, and CERTIFY and SUBMIT your bid again (if previously submitted).

Background Information

The Iowa Department of Education, on behalf of the school districts, non-public schools, Area Education Agencies, and public libraries which are members of the State Of Iowa E-Rate Consortium, is seeking E-rate bids for digital data circuits with capacities ranging from a minimum of 100 mbps service to 10 gbps service for each of the consortium member sites.

The digital data circuits for all sites listed in Appendix A – Cost Proposal must be delivered starting July 1, 2024. The State makes no guarantee that any of the listed sites in Appendix A – Cost Proposal will be in the final contract for delivery of services effective July 1, 2024. At the State's discretion, sites may be added, removed, or changed at any time during the life of the contract.

Contract Term

The Contract shall have an initial term of one (1) year, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five (5) additional one-year terms.

Prerequisites

Bidder certifies that the contents of this Bid submitted are true and accurate. Bidder also certifies that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following:

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; **OR**
- Bidder is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder's Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Prerequisites

Bidder hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Prerequisites

Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this RFB to the contrary, Bidders may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Bidders, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words “indemnity” or “indemnify,” are not clauses to which the State may agree. The State will not agree to clause that includes the language “to the extent permitted by law” because, as explained, the State cannot indemnify Bidders to any extent.

Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

Questions

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Group 1: Administrative Information

- 1.1 Bidder shall read the RFB Definitions and enter a response. ★
 Dropdown List (Pick One)
 Bidder agrees
 Bidder does NOT agree to the Definitions (submit exceptions question)
 Definitions - ../Attachments/QuestionAttachments/Definitions.pdf
- 1.2 Bidder shall read the Administrative Information and enter a response. ★
 Dropdown List (Pick One)
 Bidder agrees
 Bidder does NOT accept the Terms & Conditions (submit Exceptions question)
 Administrative Information - ../Attachments/QuestionAttachments/Administrative Information.pdf

Group 2: Specifications

- 2.1 Bidder shall read the Specification Instructions and enter a response. ★
 Dropdown List (Pick One)
 Bidder agrees
 Bidder does NOT accept the Terms & Conditions (submit exceptions question)
 Bid Instructions - ../Attachments/QuestionAttachments/Bid Instructions.pdf
- 2.2 All items listed after Section 2.2 are Mandatory (Pass/Fail) Requirements. Bidders must mark either “yes” or “no” to each requirement in their Bids. By indicating “yes”, a Bidder agrees that it shall comply with that requirement throughout the full term of the Resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide specific references and/or supportive materials to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Lead Agency reserves the right to determine whether the supportive materials submitted by the Bidder demonstrate the Bidder will be able to comply with the Mandatory Requirements. If the Agency determines the supportive materials do not demonstrate the Supplier will be able to comply with EACH of the Mandatory (Pass/Fail) Requirements, the Lead Agency may disqualify the Bid. ★
 Yes/No
- 2.3 Bidder must complete Appendix A in full. Appendix A shows the current sites, including the current bandwidth. The Bidder must provide (a). Proposed transport capacity to each site (at no less than current capacity); (b). Monthly lease and maintenance costs for the proposed transport capacity. Bids must include ALL sites in Appendix A. Bidders may not select only some sites for bids. ★
 Yes/No
- 2.4 Should the Bidder not have current ability to provide needed connection and bandwidth to a site(s) but Bidder plans to meet requirements NO LATER THAN July 1, 2024 (either through running lines to site(s) OR subcontracting with entity that can provide the connection) then Bidder must list such site(s) and explain plans, including naming any subcontractors and planned subcontractor work, to meet requirements for each such site. Per planned contract with awarded Bidder, the Bidder may enter into subcontracts to complete the project provided that the Bidder remains responsible for all Deliverables provided under this Contract. Any such plans will be reviewed by the Agency and determination made as to whether plan is reasonable and acceptable in the Agency’s sole discretion. The Agency reserves the right to accept or reject such bids. ★
 Yes/No
- 2.5 All Bidder-owned and/or Bidder leased and operated circuits and equipment are the responsibility of the Bidder. ★
 Yes/No

2.6 Bidder must agree to provide service-level uptime of at least 95% for Bidder owned and/or Bidder leased and operated circuits. Any failure of awarded Bidder to provide operational circuits BY JULY 1, 2024 or any failure to meet the 95% or more operational threshold thereafter will result in a daily penalty of \$100 per circuit. ★

Yes/No

All Bidders must be telecommunications providers (common carriers) per the Federal Communications Commission rules for the Universal Service Fund "e-rate" Program. Evidence of eligibility must be provided in the bid proposal through completion and submittal of the following:

2.7 a.) A current Service Provider Identification Number (SPIN) must be provided. ★
<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

b.) Form 473 (SPAC) must be filed annually. Information is at <https://www.usac.org/si/service-providers/step03/473-filing.aspx>
A screen capture of the current SPAC filing is evidence

Yes/No

2.8 The Bidder must agree to invoice the Department of Education for all digital data circuits provided to selected K-12 schools and libraries (see Appendix A for current list of sites). Such services shall be billed in arrears on a monthly basis. Invoices shall provide sufficient detail to identify circuit lease and maintenance costs to each K-12 school and library. The site names and addresses must be clearly identified on the invoice. ★

Yes/No

Group 3: Form of Bid

3.1 Enter the Bidder's contact name, telephone number, email address, and shipping address for questions regarding this solicitation. ★

Text (Multi-Line)

3.2 Enter the Bidder's State or Foreign Country of Residence. ★

Text (Single Line)

3.3 Bidder shall enter the Resident Preference given by the State or Foreign Country of the Bidder's residence. Enter the resident preference in the text box or indicate "no preference". ★

Text (Single Line)

3.4 Enter the number of years the Bidder has been in business in the text box. ★

Numeric Text Box

3.5 Enter the number of years of experience the Bidder has with providing the types of goods and/or services sought by the solicitation. ★

Text (Single Line)

3.6 Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation. Enter the information in the the text box or upload a document to the Vendor Attachments Section and enter "see attached" in the text box. ★

Text (Multi-Line)

3.7 List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to business or government entities. Fill out the text box or upload a document to the Vendor Attachments Section and enter "see attached" in the text box. ★

Text (Multi-Line)

3.8 Bidder shall read, fill-out and upload the Terminations, Litigation and Debarment document. ★

File Upload

Terminations, Litigation and Debarment Document -

3.9 The State of Iowa requires shipping to be FOB Destination, Freight Prepaid. Does the Bidder agree to the terms? ★

Dropdown List (Pick One)

Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)

3.10 Is the Bidder requesting confidential treatment of specific information? ★
Yes/No

3.11 A Bidder requesting confidential treatment of specific information shall fully complete the form attached. In the Items Section, mark each good or service upon which the Bidder believes confidential information appears. ★

File Upload

Form 22 - ../Attachments/QuestionAttachments/Form 22 -11.22.pdf

Group 4: Terms and Conditions

4.1 Bidder shall read the Contract Terms & Conditions and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Contract Terms & Conditions - ../Attachments/QuestionAttachments/Contract Terms and Conditions

4.2 Bidder shall read the Insurance Requirements and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Insurance Requirements (submit exceptions question)
Insurance Requirements - ../Attachments/QuestionAttachments/Insurance Requirements RFB.pdf

4.3 Bidder shall read the Terms and Conditions for SERVICES and enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)
Contract Terms & Conditions - ../Attachments/QuestionAttachments/Contract - Digital Data Circuits.docx

4.4 Quarterly Sales Report - The Bidder shall provide a detailed quarterly report in Microsoft Excel on ALL sales made under the resulting Contract via e-mail to the Iowa Department of Administrative Services. Bidder shall enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)

4.5 Administrative Fee - In addition to the approved discounts or prices specified in the solicitation herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against the resulting Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services. Bidder shall enter a response. ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)

Group 5: Payment Terms

5.1 Payment Terms - Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder. Does the Bidder agree to the terms? ★
Dropdown List (Pick One)
Bidder agrees
Bidder does NOT accept the Terms & Conditions (submit exceptions question)

5.2 What discount will the Bidder give for payment in 30 days? Enter the discount in the text box. If none, enter zero. ★
Numeric Text Box

5.3 Terms of Pcard Acceptance - The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the Terms of Pcard Acceptance. ★

Dropdown List (Pick One)

Bidder agrees

Bidder does NOT accept the Terms & Conditions (submit exceptions question)

P-Card Acceptance - ../Attachments/QuestionAttachments/Terms of Pcard Acceptance 11.22.pdf

Group 6: Bid Cost Proposal

- 6.1** Bidder must attach Bid Pricing ★🔒
File Upload
Appendix A Cost Proposal. - ../Attachments/QuestionAttachments/Appendix A - Cost Proposal.xlsx

Group 7: Addendums & Amendments

There are no question(s) added to this group