ADMINISTRATION & FINANCE
PURCHASING DIVISION
CITY OF WORCESTER, MA
455 MAIN STREET
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220

Christopher J. Gagliastro, MCPPO — **RFP NO. CR-8772-W7**
Purchasing Agent — **ISSUANCE DATE: 7/23/2026**

BUYER: Christopher J. Gagliastro

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS

RFP TITLE: **Consultant – E-Rate / WPS**

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

1. **Scope: Provide comprehensive E-Rate program consulting services as per the attached requirements and specifications of the City of Worcester Public Schools for a period of one year from date of contract. This contract may be renewed for a second and third year at the sole discretion of the City and at the same unit prices. The option to extend shall be determined at the end of the current period.**

2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of _N/A_ must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.

3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: __4, 22, 23, 27_________

4. A performance bond in the amount of _N/A____ will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).

6. The following meanings are attached to the defined words when used in this RFP.

   a) The word "City" means The City of Worcester, Massachusetts.

   b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.

   c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.

   d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.

7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).

8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.

9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.

10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge,

compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.

12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.

13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.

14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.

15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.

17. A vendor conference will be held as follows: N/A

18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.

19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:

    A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than $1,000,000.00 to any one person, and not less than $ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than $1,000,000.00 for damages on account of any one accident, and not less than $ 2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.

21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.

22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.

23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.

24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.

25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.

26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.

28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each

year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.

29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.

30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.

31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.

32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.

33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.

35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.

36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.

37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

    If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

    In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

    1) Withholding of payments due vendor under the contract until vendor complies.

    2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. *Therefore, no reference to pricing may be made in the proposal of evaluation considerations.*

A sealed package containing **the original copy and one PDF copy on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Consultant – E-Rate / WPS – *Technical Proposal*

455 Main Street, Room 201
Worcester, MA 01608

Re: RFP No. CR-8772-W7

A sealed package containing **one original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Consultant – E-Rate / WPS – *Price Proposal*

455 Main Street, Room 201
Worcester, MA 01608

Re: RFP No. CR-8772-W7

Cost proposal pages are located at end of specifications

Proposals must be delivered no later than Wednesday, August 19, 2026 at 10:00 AM LOCAL TIME. *Late submissions will be rejected, regardless of circumstances.* The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.

40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

    Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

    1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.

    2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.

    3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.

    4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

    After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner ______________________________

Business Address ______________________________

Zip Code __________ **Telephone No.** __________

Email ______________________________

Home Address ______________________________

Zip Code __________ **Telephone No.** __________

(2) If a Partnership, Full names and addresses of all partners

Name	**Address**	**Zip Code**

Business Address ______________________________ **Zip Code** __________

Tel. No. __________

(3) If a Corporation

Full Legal Name:____

State of Incorporation:______ **Qualified in Massachusetts? Yes** _____ **No** _____

Principal Place of Business ____
Street P.O. Box

____
City/Town State Zip

Email: __________________________________

Telephone No. ________________

Place of Business in Massachusetts____________________________________
Street P.O. Box

____
City/Town State Zip

Telephone No. ________________

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company ______________________________________

State of Incorporation ______ **Admitted in Massachusetts ? Yes** ___**No** ___

Principal Place of Business ____
Street P.O. Box

____
City/Town State Zip

Place of Business in Massachusetts______________________________________
Street P.O. Box

____
City/Town State Zip

Telephone No. ________________

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to $1,000.00 or more.

E.I. Number of bidder ___________________________

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER ___________________________

TITLE ___________________________ DATE ___________________________

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) ___________________________

Name of Person Signing Bid

____

Signature of Person Signing Bid

____

Company

No award will be made without vendor certification of the above.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _______________________________ held on __________ Directors were present or waived notice,

(name of corporation) (date)

it was voted that ___________________________________ of this company be and hereby is

(officer and title)

authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's name shall be valid and binding upon this company.

A TRUE COPY, ATTEST:

____

[Signed]

____

[Company Name and Address]

____

I hereby certify that I am the _________________ of the ________________________

(Title) (Name of Corporation)

that ______________________________ is the duly elected ______________________

(Name of Officer) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: ______________________________

Name/Title: ______________________________

Date: ______________________________

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this ____ day of __________, 2026, before me the undersigned notary public, personally appeared _________________________, who proved to me through satisfactory evidence of identification, which was/were ___________________________, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

____

Notary Public

My commission expires:

Introduction

The Worcester Public Schools (“District”), led by the Superintendent and School Committee, is seeking proposals from qualified E-Rate consulting firms to provide comprehensive E-Rate Program Consulting Services to manage, support, and maximize the District’s federal Universal Service Fund (E-Rate) discounts and reimbursements for Category 1 and Category 2 services.

Background

The Worcester Public Schools is a public K-12 school district serving approximately 25,000 students across 55 schools and facilities. The District currently operates with an estimated E-Rate discount rate of 90 for Category 1 and 85% for category 2. The District BEN is 210307. The District requires expert administrative and strategic guidance to navigate the E-Rate Productivity Center (EPC), maintain strict compliance with Federal Communications Commission (FCC) and Universal Service Administrative Company (USAC) regulations, and ensure all eligible funding opportunities are fully realized.

Scope of Services

The following services should be encompassed in the proposal so the District can evaluate the Offeror's qualifications and pricing options.
The selected vendor shall act as the primary advisor and administrative lead for all District E-Rate funding matters, including Category 1 (Broadband/Internet/Lit Fiber) and Category 2 (Internal Connections, Switches, Access Points, Managed Internal Broadband Services). Specific required scope components include:

- **Pre-Filing & Strategic Planning:** Evaluating technology plans, network infrastructure, and bandwidth needs; calculating discount rates using National School Lunch Program (NSLP) or Community Eligibility Provision (CEP) data; tracking and managing Category 2 site budget caps.
- **Competitive Bidding Support:** Drafting, reviewing, and filing **FCC Form 470** and associated RFPs in the EPC portal; assisting District staff with bid evaluation matrices and scoring guidelines in compliance with USAC fair and open bidding rules.
- **Application Submission:** Preparing and submitting **FCC Form 471** (Funding Requests); filing **FCC Form 486** (Receipt of Service / CIPA Compliance); filing **FCC Form 500** for service delivery extensions, equipment transfers, or budget adjustments as needed.
- **Invoicing & Reimbursement:** Managing BEAR (**FCC Form 472**) and SPI (**FCC Form 474**) processes to ensure prompt reimbursement to the District.
- **Audits, Reviews & Appeals:** Managing all Program Integrity Assurance (PIA) reviews, Selective Reviews, Special Compliance Inquiries, and audit defense (PQA/BCAP audits). Drafting administrative appeals to USAC or the FCC for partial or full funding denials.

- **Emerging Programs:** Assisting the District with additional FCC programs, including the FCC Cybersecurity Pilot Program, Wi-Fi Hotspots/Off-Campus Connectivity, and School Bus Wi-Fi initiatives or any new FCC programs introduced during the period of the contract.
- **Post-Contract Audit Support & Continuous Representation:** The vendor must remain contractually obligated to assist, defend, and represent the District in any USAC, FCC, state, or federal audits, reviews, or appeals concerning any Funding Year (FY) applications prepared, submitted, or managed by the consultant during their contract term. This obligation shall survive contract expiration or termination for the full **ten (10) year** USAC document retention window corresponding to each managed Funding Year at no additional charge (or at pre-agreed hourly rates specified in the proposal).
- **End-of-Contract Transition & Record Handover:** Upon contract expiration or termination for any reason, the outgoing consultant shall provide the District with a complete, organized digital repository of all E-Rate records (Form 470s, Form 471s, RFPs, winning/losing bids, evaluation matrices, Form 486s, Form 472s/SPI invoices, and USAC correspondence) organized by Funding Year and FRN within thirty (30) calendar days. The vendor must fully cooperate to transfer administrative permissions in the USAC EPC portal to the District or a successor firm without delay.

Minimum Requirements: Submissions meeting any of the three (3) numbered criteria below <u>WILL</u> be disqualified:

1. The Offeror does not possess an active **Consultant Registration Number (CRN)** issued by USAC.
2. The Offeror acts as an agent, reseller, distributor, or service provider for any technology equipment, telecommunications, or Internet service provider seeking to do business with the District under the E-Rate program (Conflict of Interest).
3. The Offeror refuses or fails to commit in writing to the **ten (10) year post-contract audit defense obligation** and record retention/transfer requirements for managed funding years.

Proposals must include all costs associated with providing service, including but not limited to:

- **Fixed Annual Retainer Fee:** An all-inclusive annual fee for base consulting services as specified in the Scope of Service in this document across the contract term.
- **Failure to identify all recurring, non-recurring, and hourly fees will result in the disqualification of the proposal.** Submissions indicating that there may be unstated or additional fees related to delivering the baseline services **<u>WILL</u>** be disqualified.

Proposals must be in response to the specific requirements of this solicitation. Offers including a generic listing of services beyond the scope of this solicitation and/or encyclopedic price lists will be disqualified. SPAM and/or robotic responses will not be considered valid responses and will be disqualified from consideration.

Applicant reserves the right to consider its existing service as a standing proposal and evaluate it against the other submitted proposals.

Length of Contract:

Services are needed effective upon contract signing. If the service cannot be guaranteed by this date, this should be indicated in the proposal, along with an estimated timeline for when the service will be available.
Service providers submitting proposals for contracted service are requested to provide 12-month pricing. Unless otherwise stated, the Owner can voluntarily extend the agreement for two (2) additional twelve (12) month terms. Offers requiring an initial term of more than 12-months will not be considered.
No price increases will be permitted during the term of the agreement or optional renewal periods.
Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement including renewal periods.

E-Rate Specific Terms and Conditions:

Per USAC E-Rate rules, **"cost of eligible services" will be the highest valued criterion** in the evaluation process; however, other criteria with a lesser value may also be considered.
By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain.
As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation, all bids in response to this RFP must offer the Lowest Corresponding Price (LCP), which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant for similar services.

Other Requirements:

Applicant reserves the right to award all, part, or none of the services set forth in this procurement. This procurement does not obligate Applicant until a valid agreement and/or valid Purchase Order is executed.
By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that would interfere with a fair and open competition or is a conflict of interest.

Valid Purchasing Vehicle Requirements:

Offers will only be accepted from vendors that can provide pricing from a "valid purchasing vehicle." For purposes of this solicitation, a "valid purchasing vehicle" is defined as any purchasing vehicle that will allow the Applicant to purchase services in a manner consistent with State and Local bidding rules without issuing a formal procurement (e.g., existing contracts bid in compliance with M.G.L. c. 30B / State Master Contracts / piggy-backable agreements). Vendors must clearly identify the valid purchasing vehicle that forms the basis of their pricing.

Minimum Evaluation Criteria

All proposals received by the District will first be reviewed to determine whether the proposal meets all minimum criteria identified in the RFP.
For a proposal to meet all minimum criteria, a vendor must unconditionally be able to support all requirements in the minimum requirements section. Minimum evaluation criteria reflect those standards or attributes that the District considers essential to the performance of the contract. A vendor that does not meet the minimum criteria will be rated "non-responsive" and will be rejected.
Proposers must describe their proposed solution's ability to meet the scope of services described in this document. Please include separate tabs or content for each numbered item listed below.

Comparative Evaluation Criteria

Each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. The review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of "Highly Advantageous," "Advantageous," and "Not Advantageous."

Proposal Criteria

- **Highly Advantageous:** The proposal is well-written in clear, concise language. Materials are organized and easy to navigate. As a whole, the proposal provides a complete response to this RFP and provides multiple examples of past successes implementing similar solutions.
- **Advantageous:** The proposal is clear and well-organized. It provides a complete response to this RFP and includes examples of past successes.
  Not Advantageous: The proposal inadequately addresses some aspects of the RFP. It is poorly written and/or difficult to read.

Company Background & E-Rate Experience

- **Highly Advantageous:** The vendor has at least ten (10) years of experience providing E-Rate consulting services to public school districts of 10,000+ students. Five (5) references from similar public school district clients consistently rate services and funding success as "excellent." The vendor demonstrates a 98%+ commitment rate on filed Form 471s and an exceptional audit defense record.

- **Advantageous:** The vendor has between five (5) and nine (9) years of experience providing E-Rate consulting services to public school districts of similar size. Three (3) references from similar projects rate services and results as “excellent.”
- **Not Advantageous:** The vendor has fewer than five (5) years of experience providing E-Rate consulting services to K-12 public school districts. References provided do not rate services as “excellent” or are from non-comparable entities.

Strategic Planning & Category 2 Management

- **Highly Advantageous:** The vendor provides a detailed, proactive methodology for managing Category 1 and Category 2 budgets, including multi-year planning tools, real-time Category 2 budget tracking, automated Form 470 bid evaluation workflows, and regular strategic reviews with District leadership.
- **Advantageous:** The vendor outlines a clear methodology for filing E-Rate forms and managing Category 2 budgets upon request.
- **Not Advantageous:** The vendor provides a reactive approach that relies primarily on the District to initiate applications and track budget balances.

Post-Contract Audit Defense & 10-Year Survival Representation

- **Highly Advantageous:** The vendor explicitly agrees in writing to represent and defend the District at no additional cost in all USAC, FCC, or federal audits/appeals for all managed funding years throughout the mandatory 10-year USAC document retention window, surviving contract termination. The vendor provides clear protocols for maintaining dual cloud backups of all District records.
- **Advantageous:** The vendor agrees to provide 10-year post-contract audit defense and document retention, but specifies hourly billing rates for audit representation performed after contract termination.
- **Not Advantageous:** The vendor fails to provide a clear archive plan following contract termination.

Transition & Record Handover Criteria

- **Highly Advantageous:** The vendor provides a turn-key transition plan guaranteeing complete digital archive transfer and EPC portal permission handoff within fifteen (15) calendar days of contract expiration or termination, supported by a dedicated transition manager.
- **Advantageous:** The vendor provides a transition plan guaranteeing digital archive transfer and EPC portal permission handoff within thirty (30) calendar days of contract expiration or termination.
- **Not Advantageous:** The vendor does not provide a clear transition plan or timeline for record handover upon contract termination.

Dedicated Support Lead & Responsiveness

- **Highly Advantageous:** The vendor assigns a dedicated Senior E-Rate Consultant with a minimum of seven (7) years of individual experience as the primary point of contact, backed by a secondary account lead, offering live support Monday through Friday from

7:00 AM to 5:00 PM EST with a guaranteed response time of 2 hours or less for urgent USAC inquiries.

- **Advantageous:** The vendor assigns a dedicated employee as the primary point of contact with normal business hour support and a response time of 24 hours or less.
- **Not Advantageous:** The vendor assigns a dedicated employee as the primary point of contact with normal business hour support and a response time of 72 hours or less.

ATTACHMENT A: PRICE PROPOSAL FORM

(Must be completed, signed, and included in Tab 6 of the Vendor's Submission)

Vendor Name: ____

USAC Consultant Registration Number (CRN): ____________________

Contact Person: ____

Section 1: Mandatory Fixed Flat-Rate Retainer Fee

Provide the all-inclusive fixed flat-rate annual retainer fee for the full scope of E-Rate consulting services outlined in this RFP (including Category 1 & 2 strategic planning, Form 470/471/486/500 filings, standard PIA reviews, and BEAR/SPI invoicing).

MANDATORY REQUIREMENT: All bids MUST be a fixed flat-rate annual retainer. Percentage-of-funding, contingency fees, or variable percentage models are strictly prohibited and will cause immediate proposal disqualification.

Contract Term	Service Period	Total Fixed Flat-Rate Fee
Initial Term (Year 1)	July 1, 2026 – June 30, 2027	$ ________________________
1-YEAR EVALUATED TOTAL:		**$ ________________________**
Year 2 and 3 optional renewals must be the same rate as Year 1 (no price increase allowed)		

Note: The low proposal price will be based on the Year 1 total only.

Section 2: Price Proposal Certification

By signing below, the Offeror certifies that:

1. The proposed pricing is an all-inclusive, fixed flat-rate annual fee covering all labor, overhead, administrative costs, travel, 10-year post-contract audit defense representation, and expenses necessary to deliver the complete scope of services.

2. Prices offered comply with FCC Lowest Corresponding Price (LCP) rules.

3. No percentage-of-funding, contingency, unstated fees, hourly out-of-scope billing rates, or hidden surcharges are included or will be applied.

Authorized Representative Name / Title : ____

Signature: ____ Date: __________________________

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at hr@worcesterma.gov

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

________________________________ ________________________________
(Typed or printed name of person signing quotation, bid or proposal) Signature

____
Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

CITY OF WORCESTER MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM

VENDOR/SERVICE PROVIDER CERTIFICATION

TO BE AWARDED A VENDOR/SERVICE CONTRACT, ALL PARTS OF THIS FORM THAT APPLY TO YOUR BID MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Bidder is a Minority Business Enterprise (MBE) - see reverse for definition Yes______ No_______

Bidder is a Woman Business Enterprise (WBE) - see reverse for definition Yes______ No_______

IF SUBCONTRACTING any portion of the service covered by this bid, the successful bidder shall demonstrate a good faith effort to seek and use TEN PERCENT (10%) Minority and FIFTEEN PERCENT (15%) Women-owned Businesses.

A. YOUR INTENT TO SUBCONTRACT. CHECK (✔) THE APPROPRIATE BOX:

☐ No work will be subcontracted. Complete Section "C" only.
☐ Some work will be subcontracted. Complete Section "B" and "C"

B. LIST SUBCONTRACTORS Engaged to do any portion of this Bid.

Check (✔) the appropriate box and give complete information.

☐ MBE ☐ WBE ☐ OTHER __________

Firm Name: ____
Street Address: ____
City/State/Zip ____

Work subcontracted: ____Dollar Value $ ___________

Check (✔) the appropriate box and give complete information.

☐MBE ☐WBE ☐ OTHER __________

Firm Name: ____
Street Address: ____
City/State/Zip ____

Work subcontracted: ____ Dollar Value $ ____________

C. ITEM/SERVICE BID ON: ________________________BID NO.: ____________________

Firm Name: ____
Street Address: ____
City/State/Zip ____

For purposes of the City's classification and reporting program, the following definitions apply:

Minority Business Enterprise (MBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. "Minority group members" are U.S. citizens who are African-American, Latin American, Native American, Asian-Pacific American and Asian-Indian American. "Ownership" by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily business operations.

Women Business Enterprise (WBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by women group members. "Ownership" by women means the business is at least 51% owned by women or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women. Further, those women group members control the management and daily business operations.

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: ________________________

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: ______________________________

STREET ADDRESS: ______________________________

CITY OR TOWN: ______________________________

STATE: ______________________ ZIP CODE: __________

TELEPHONE NO.: ______________ FAX NO. ______________

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: ______________

AUTHORIZED SIGNATURE: ______________________________

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for $2.00 plus $.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

INSTRUCTIONS: A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [**check either Box 1 or Box 2, as applicable**]

1. ☐ Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3. ☐ Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4. ☐ A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

Signed:____________________________ ____________________________ ____________

Print Name & Title **Company Name** **Date**