

REQUEST FOR PROPOSAL

Wide Area Network

Caldwell School District

RFP Number: NCCE.ID.2019.001

470 Number: 190003748

RFP Release Date: November 7 2018

Non-Mandatory Phone Meeting: N/A

Non-Mandatory Walk-Through: N/A

Deadline for Questions: **December 17, 2018; 12PM MST**

Proposal Due By: **December 21, 2018; 5PM MST**

1 Introduction

1.1 Purpose

Caldwell School District (hereinafter, District) is seeking a contract with a company (hereinafter, Respondent) for the following purposes:

Fiber connections between the District hub and 10 schools/NIFs. All connections should be a minimum of 1G scalable to 100G.

The Northwest Council for Computer Education (hereinafter, NCCE) has been retained by the District to manage its E-Rate application and to conduct a fair and competitive bid for the products and/or services outlined in this Request for Proposal (RFP).

The aim of this Request for Proposal (RFP) is to solicit proposals and enter into a contract or contracts with qualified Respondents to obtain the equipment and services described below.

1.2 Background

The District seeks bids from qualified Respondent(s) to provide WAN service to building locations as described in Section 3, below. Any Respondent(s) awarded a contract based on a proposal submitted in response to this RFP will be required to comply with all FCC program regulations as well as any rules established by the Universal Services Administrative Company (USAC) and the Schools and Libraries Division.

1.3 About the District

Caldwell School District is located in Canyon County, Idaho, in the Boise metropolitan area. Approximately 6,400 students attend six elementary schools, two middle schools, and two high schools.

2 Request for Proposal (RFP) Detail

2.1 RFP Number

The reference number for this RFP is NCCE.ID.2019.001. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP.

2.2 Important Dates

RFP Release Date: November 7, 2018

Deadline for Questions: **December 17, 2018; 12PM MST**

Proposal Due By: **December 21 2018; 5PM MST**

Late proposals will not be accepted under any circumstances.

2.3 Questions about this Proposal

All questions, comments, or concerns regarding this RFP must be submitted to Eric Chambers at: <https://web1.infinitespace.ca/etegri/paccess.do?pal=RFhZTIVSQVQ&cid=3857>.

Attempts to contact anyone else regarding this RFP shall be viewed as an attempt to circumvent the competitive bidding process and may result in the disqualification of your bid(s).

Phone calls regarding this RFP will not be accepted.

3 Scope of Work

The District is requesting proposals to provide leased lit fiber services and leased dark fiber service for renewal and/or replacement of an existing wide area network (WAN) to the following locations:

1. Indian Creek Middle School; 1512 Fillmore Street, Caldwell, ID 83605.
2. Syringa Middle School; 2716 S. Montana Avenue, Caldwell, ID.
3. Lewis and Clark Elementary School; 1102 Laster Street, Caldwell, ID 83605.
4. Lincoln Elementary School; 1200 Grant Street, Caldwell, ID 83605.
5. Sacajawea Elementary School; 1710 N. Illinois Avenue, Caldwell, ID 83605.
6. Van Buren Elementary School; 3115 Marble Front Road, Caldwell, ID 83605.
7. Washington Elementary School; 2918 Washington Avenue, Caldwell, ID 83605.
8. Wilson Elementary School; 400 E. Linden Street, Caldwell, ID 83605.
9. Jefferson Middle School; 3311 S. 10th Avenue, Caldwell, ID 83605.
10. Caldwell High School; 3401 S. Indian Avenue, Caldwell, ID 83605.
11. Canyon Springs High School; 516 N. 11th Avenue, Caldwell, ID 83605.
12. District Administration Services; 107 Poplar St, Caldwell, ID 83605.

Currently there is a self-provisioned connection to Washington Elementary School from the 2716 S. Montana location.

All connections should terminate at District Administration Services, 107 Poplar Street, Caldwell, ID 83605.

The District is seeking bids for either a lit fiber network or dark fiber network with or without special construction.

3.1 Fiber Options

3.1.1 Leased Lit Fiber

The Respondent shall provide dedicated, symmetrical transport bandwidth of 1 Gbps, 10 Gbps, 40 Gbps and 100 Gbps with Service Level Agreement (SLA) guarantees between the designated endpoints. The solution must be scalable to 100 Gbps. The District demark located at 107 Poplar St. must be 40 Gbps if building speeds are 1 to 10 Gbps. If building speeds are 40 Gbps then district demark should be 100 Gbps.

Price quotes are requested for 1, 3 and 5 year terms of service with options for renewal of contract at like terms for up to 4 term renewals for 10Gbps, 20Gbps, 40Gbps and 100 Gbps unless otherwise specified.

3.1.2 Leased Dark Fiber

As an alternative to a lit fiber solution, respondents can quote a leased dark fiber network solution from the specified hub to the eligible service location. Fiber and required hardware must be adequate to meet the bandwidth need described in Section 3.1.1.

Fiber Maintenance Terms and Conditions

The District requires on-going maintenance of the fiber on all leased dark fiber solutions. Maintenance responses are required as follows:

- All leased dark fiber responses require maintenance as part of the response, even if maintenance is subcontracted to a third party. In the case of the 3rd party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. It is assumed that maintenance costs are included in the monthly lease fee.
- Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence. When pricing maintenance, the respondent should include an overview of maintenance practices including:
 - o Routine maintenance and inspection
 - o Marker and handhold inspection and repair
 - o Handling of unscheduled outages and customer problem reports

- o What service level agreement is included and what alternative service levels may be available at additional cost
- o What agreements are in place with applicable utilities and utility contractors for emergency restoration
- o Repair of fiber breaks
- o Mean time to repair
- o Replacement of damaged fiber
- o Post repair testing
- o Replacement of fiber that no longer meets specifications
- o Policies for customer notification regarding maintenance
- o Process for changing procedures, including customer notification practices
- o Process for moves, adds, and changes
- o Process for responding to locate requests

Respondents bidding a dark fiber solution must include, as a separate line item, the hardware necessary to light the fiber. Use of subcontractors and/or joint proposals are acceptable insofar as both entities meet all requirements to participate in the e-rate program. Failing to address hardware will result in the disqualification of your bid. Current switching is HP and Juniper.

Price quotes are requested for 1, 3 and 5 year terms of service with options for renewal of contract at like terms for up to 4 term renewals with sufficient strands to support the desired speeds requested under lit fiber.

4 Network Design and Construction Routes

The District will consider traditional network designs (such as hub and spoke) or alternative proposals. The District's decision criteria will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.

Due to current and future bandwidth needs, Respondents are encouraged to provide dedicated infrastructure to the District. Fiber solutions are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to the District and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

Respondents should clearly illustrate proposed network design and construction routes. In previous years, USAC has required .kmz or .json files showing route maps. Respondents should be prepared to provide these if their proposal is selected.

The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the Respondent to present their best solution while recognizing the cited termination locations.

4.1 Special Construction

In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new infrastructure to or between eligible entities.

Special construction charges eligible for Category One support consist of three components:

- construction of network facilities
- design and engineering
- project management

4.1.1 Fiber special construction

If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**. This means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

4.1.2 Excess fiber strands

To the extent that the winning Proposer installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.

If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, The District will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

4.1.3 State and Federal Match

The District will be applying for state matching funds to pay for the undiscounted portion of special construction costs.

5 General Terms for All Proposals

5.1 Description of Proposal

Respondent will provide a description of their proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail the District may find useful or necessary (or could differentiate the solution from a competing proposal). At a minimum, each proposal shall address the following:

- Responses to the following project-specific questions:
 - o Customer Support Center hours of operation, including protocols for accessing customer support. The District prefers a solution that includes customer support functions including problem tracking,

resolution and escalation support management on a 24 hours a day, 7 days a week, and 365 days a year basis.

- o Response times for service interruptions, degradation, and loss of service. The District prefers a system that includes a stated commitment to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of shortage will be identified.
- o Process of escalation if service is not repaired or restored within agreed-upon time frames. The District prefers a system whereas, in the event that service has not been restored in a timely manner, or the District does not feel that adequate attention has been allocated, the District can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
- o Resolution notification process. The District prefers a system whereas the Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- o Timeline for bringing services online.
- o Process for scaling up during the contract terms.

5.2 Service Level Agreement

Respondent must provide a proposed Service Level Agreement (SLA) with their RFP response including a description of the following services, how they will be measured, how they will be mitigated, and how the District will be compensated when the terms are not met. Service Level Agreements should address the following:

- Network availability > 99.99% up-time

For lit fiber proposals:

- Frame/packet loss < 0.25%
- Network latency < 25ms

Please note: The District will not accept any proposals that include provisions to limit or throttle the capacity of the service at any time for any reason.

5.3 Demarcation

All solutions must terminate services in the demarcation point at the addresses specified above. By “demarcation point” we mean the Main Distribution Frame (MDF) locate *inside* the schools listed above. Respondent must specify hand-off medium (e.g. copper, single mode fiber, etc.). Additionally, respondents must specify any required hardware including District-owned or Vendor-owned necessary for the solution to be fully operational.

Solutions that bring the service to the property line but not to the demarcation point will be rejected.

5.4 References

Respondents must provide three references, preferably from customers of similar size/need. References shall include the following required items:

- Full name
- Company/organization name
- Position at company/organization
- Full address (street address, city, state, zip)
- Telephone number
- Email address
- Name of project or projects completed
- Value of project or projects completed

6 Contents of Proposal

All proposals must have the following sections in their submission:

Brief Agency Background (Required)

No page limit but you are limited to one file (such as a PDF). Please ensure this document includes sufficient information to determine if your organization has the background and experience to complete this project if selected.

Project Specific Questions (Required)

No page limit but you are limited to one file (such as a PDF). Please ensure that you answer all questions completely. Note that responses such as “See SLA” are NOT sufficient and will be deemed non-responsive. These questions are outlined in Section 5.1 and Attachment A.

Proposed Contract (Required)

No page limit but you are limited to one file (such as a PDF). Please include a sample contract that outlines all the general terms and conditions associated with this work.

Proposed Service Level Agreement (Required)

No page limit but you are limited to one file (such as a PDF). Please include a sample SLA for review of terms.

Price of Eligible and Ineligible Goods and Services (Required)

- Lit fiber or dark fiber WAN connection .
- Equipment necessary to light dark fiber (if proposed).
- Any special construction charges associated with the proposed solution.
- Any one-time, non-reoccurring charges associated the proposed solution.

Pricing must be submitted on the attached spreadsheets (Attachments B and C). Further, Respondents are encouraged submit Attachment D. While this is optional at this time, the winning Respondent(s) will be expected to provide this information (or similar) to the District or directly to USAC during the PIA review process.

Please note, Respondents are encouraged to submit pricing for all of proposed bandwidth requested (1G, 10G, 40G, 100G as described above). During the review process, the District will determine final bandwidth needs.

References (Required)

Respondents must provide three references that includes the information articulated in section 3 above.

Additional information (Optional)

No page limit but you are limited to one file (such as a PDF). You may include white papers, technical specifications, and other information. *This will not be scored.*

Reseller Authorization (Optional)

No page limit but you are limited to one file (such as a PDF). Only include an authorized reseller if required.

Submitting a Proposal

Proposals shall be submitted online at

<https://web1.infinitiesource.ca/etegri/paccess.do?pal=RFhZTIVSQVQ&cid=3857>

Proposals submitted using any other method will be deemed non-responsive.

Proposers will be required to create an account through Eteгри to submit a bid response. If you have not previously created an account, you will be prompted to do this when you follow the link above.

Bids will remain sealed until the bidding has been closed at which point they will be released to the District for evaluation.

7 Scoring Criteria

Respondents who fail to provide all required information as outlined in Sections Three and Four above will be deemed non-responsive and will not be scored.

The following criteria shall be used to evaluate responsive bids:

25 points	Price of eligible goods and services
15 points	Proposal content including Agency Background and Project Specific Questions

15 points	Proposed contract and Service Level Agreement
15 points	Price of ineligible goods and services, if any
15 points	Compatibility with existing infrastructure
15 points	References

Non-Response Bids

In addition to the criterion listed in Sections Three and Four, the Respondent’s bid responses will be deemed non-responsive by the District and will be rejected without further consideration or evaluation if statements *such as* the following are included:

- “This bid does not constitute a binding offer.”
- “This bid will be valid only if this offer is selected as a finalist or in the competitive range.”
- “The Respondent does not commit or bind itself to any terms and conditions by this submission.”
- “This document and all associated documents are non-binding and shall be used for discussion purposes only.”
- “This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties.”
- A statement of similar intent.

8 Additional Information

Any modification of this RFP that results in substantial changes to the Statement of Work will be published in an Addendum to this RFP. This RFP and subsequent addendum, if any, shall be published at the Schools and Libraries Divisions EPC system. It is the responsibility of the Respondent to ensure they have reviewed the RFP and any addendum prior to submitting a proposal.

Proposers may submit questions through the Eteгри bid management portal at <https://web1.infinitesource.ca/etegri/paccess.do?pal=RFhZTIVSQVQ&cid=3857>. Generally, questions will be answered within two business days and all answers will be distributed to all Proposers via email.

The District reserves the right to not answer some questions if, in the opinion of the District and their agents, the answer is not necessary to provide a qualified bid.

Please see the deadline for submitting questions, above.

It is the responsibility of the Respondent to ensure that they have reviewed all questions and answers prior to submitting their proposal.

8.1 Authorized Signature

Every proposal must be signed by the person or persons legally authorized to bind the Respondent to a contract. Proposals submitted by a third-party agent for equipment or services on behalf of another entity, must include a valid letter of authorization, power of attorney, or other documentation sufficient to certify the agent's authority to bind the Respondent.

8.2 Availability of Funds

The District's obligation under this RFP and subsequent contract(s) is contingent upon the availability of funds from which payment for contract purposes can be made including funds from the Federal e-rate program, State matching funds, and the District's general fund.

8.3 Award Rights

The District retains the right to award all or part of the work described in this RFP, to one or more Respondents.

8.4 Cancellation

The District retains the right to cancel this RFP and all supporting documents at any time. Cancellation notices shall be posted at as addendum in the Schools and Libraries Division EPC system.

8.5 Clarifications

The District reserves the right to obtain clarification of any point in the proposal obtaining information necessary to properly evaluate the proposal, including contacting subcontractors if listed in the proposal. Failure of a Respondent or subcontractors to respond to such a request for additional information or clarification may result in the rejection of the proposal. The District's retention of this right shall in no way reduce the responsibility of the Respondent to submit a complete, accurate, and clear proposal.

8.6 Compliance with Local, State, and Federal Laws

The Respondent must know, understand, and comply with all local ordinances and state and federal rules, regulations, and laws related to the competitive bid process.

8.7 Confidentiality

Proposals received in response to this RFP may be subject to public records requests. It is the responsibility of the Respondent to clearly mark any information that is proprietary or otherwise exempt from federal, state, or local public information requests. (c.f. The Freedom of Information Act, 5. USC § 552). Marking the entire proposal as "proprietary" may result in the rejection of your proposal.

Any information marked as "proprietary" shall be protected to the best of the District's ability. However, the decision to release proposals remains with the District.

8.8 Conflict of Interest

Potential conflicts of interest shall not automatically result in the rejection of the proposal, but they must be declared with the proposal.

8.9 Cost Allocation and Ineligible Products/Services

The Respondent is responsible for correctly applying cost allocation to otherwise eligible products and services and correctly identifying ineligible products/services on the bid form.

8.10 Cost of Preparing Proposal

All costs incurred in the preparation of the proposal(s) shall be the responsibility of the Respondent and shall not be reimbursed by the District.

8.11 Debarment

The Respondent must not be debarred, suspended, proposed for debarment, voluntarily excluded or otherwise declared ineligible to enter a contract with the District by any local, state, or federal department or agency. The Respondent agrees to notify the District and the NCCE of any change to this status.

8.12 Design Limitations of this RFP

This RFP is intended to represent a functional description and performance criteria for required systems. The Respondent is responsible for the actual system engineer and design activities that shall lead to the final system configuration (c.f. "Cost of Preparing Proposal" above).

8.13 Errors in the Proposal

Respondents are responsible for all errors and omissions in their proposal and any such errors or omissions shall not serve to diminish their obligations to the District.

8.14 Inconsistencies

In the case of inconsistencies or disputes among the Agreement, the District's RFP, and the Respondent's Response to the RFP, the following order of precedence shall prevail in descending order of priority:

1. The Agreement and any written and fully signed amendments thereto.
2. The District's RFP and any written amendments thereto.
3. The Respondent's Response to the RFP and any authorized written amendment or clarifications thereto.

8.15 Incorporation of the RFP and Proposal in the Final Agreement

This RFP and the selected Respondent's/Respondents' response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by reference into the District's contract with the Respondent.

8.16 Proposal Disposition

All materials submitted in response to this RFP shall become the property of the District.

8.17 Reseller Authorization

When applicable, Respondent must be able to produce upon request, evidence of reseller authorization from the hardware and/or software manufacture.

8.18 Right to Waive Irregularities

The District reserves the right to waive minor irregularities that do not otherwise impact the mandatory requirements of this RFP. The District also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the requirement and doing so does not materially affect the scope of the project.

8.19 Service Provider Identification Number (SPIN)

Respondent must have a valid SPIN at the time the proposal is submitted and must not be in 'red light' status with the Federal Communications Commission as listed here: <https://apps.fcc.gov/redlight/login.cfm>

8.20 Severability

If any provision or part of a provision of this Request for Proposal is found invalid, illegal, unenforceable, or in violation of FCC rules, that portion shall be modified or severed from this RFP and the remaining provisions deemed valid and enforceable. In the event of a modification or removal of any provision or part of a provision of this RFP, NCCE shall publish an addendum the Schools and Libraries Division EPC system.

8.21 Taxes and other fees

Current sales taxes and other fees must be included in the proposal.

8.22 Terms of Validity

Proposal should be valid for a period of 180 days or the date of the FCDL, whichever is greater.

8.23 Use of Subcontractors

The Respondent shall, in all cases, serve as the sole point of contact with regard to any subcontracted services, equipment, software, and supplies, and shall ensure that any and all subcontractors comply with the terms of this RFP and subsequent Agreement(s). Responsibility for all work shall be the sole responsibility of the Respondent.

8.24 Withdrawal of Proposal

The Respondent may withdraw their proposal from consideration at any time prior to the bid opening by contacting Eric Chambers at echambers@ncce.org.