

Request for Proposal

Fiber WAN Lease Agreement

E-Rate RFP Number: 1021-001

Posted: December 16, 2020

***Scottsboro City Board of Education  
305 South Scott Street  
Scottsboro, AL 35768***

# Introduction

## **Objective**

The Scottsboro City Board of Education (hereinafter referred to as "The Customer") is seeking a lease agreement for Fiber WAN for our school system.

The Customer herewith requests proposals for these services as described in the attached specifications from interested persons (hereinafter known as "The Vendor"). The Vendor must submit a RFP for all areas and show an integrated approach with respect to services and support. Prices quoted shall be all-inclusive. The customer requests that quotes be itemized with the separation of services. The customer is requesting a minimum of 1GB bi-directional connection. The Customer reserves the right to reject any and all proposals, waive any technicalities, and award all or part of the contract in a manner that is in the best interest of the Scottsboro City School Board.

The term of the contract shall be for a period not less than three years beginning on July 1, 2021 and ending on June 30, 2024, with the option to renew for year four (July 1, 2024 to June 30, 2025) and year five (July 1, 2025 to June 20, 2026).

Contract can be cancelled at any time with a 60 day notice by The Customer.

All contracts are contingent on E-rate, local match funding, and board approval.

All aspects of this project must comply with the Federal Communication Commission's competitive RFP requirement for Universal Service Fund (USF) support and services.

Prospective vendor's employees must have a background check before entering schools during attendance

Other information may be made available to interested persons by contacting the Director of Technology.

Technical Contact and Contract Manager for this RFP is:

Tony LaRue  
Technology Director  
Scottsboro City Board Of Education  
tlarue@scottsboroschools.net

## **Schedule of Events**

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor.

1. Release of RFP	December 16, 2020
2. Deadline for Proposal Submission	January 14, 2021 @2:00 pm
3. Evaluation of Responses	January 14 - 20, 2021
4. Determine feasibility and funding	January 20, 2021
5. Submitted to Board for discussion (work session)	January 21, 2021
6. Submitted to Board for approval (board meeting)	February 4, 2021

***Provide leased Fiber WAN solution for the following locations.***

School_Name	Address_1	CITY	STATE	Zip Code	Phone Number
CALDWELL ELEMENTARY	905 SOUTH MARKET STREET	SCOTTSBORO	AL	35768	256-218-2500
NELSON ELEMENTARY	202 IDA MOODY ROAD	SCOTTSBORO	AL	35769	256-218-2600
COLLINS ELEMENTARY	102 LEGION DRIVE	SCOTTSBORO	AL	35768	256-218-2700
SCOTTSBORO CITY BOARD OF EDUC.	305 SOUTH SCOTT STREET	SCOTTSBORO	AL	35768	256-218-2100
SCOTTSBORO JUNIOR HIGH SCHOOL	1601 JEFFERSON DRIVE	SCOTTSBORO	AL	35768	256-218-2300
SCOTTSBORO HIGH SCHOOL	25053 JOHN T. REID HIGHWAY	SCOTTSBORO	AL	35768	256-218-2000

## **Basis of Award**

In keeping with the guidelines of USAC, this RFP will be awarded to the most cost effective provider. Prices will be the primary factor, but not necessarily the sole factor, in evaluating the RFP's. Other factors of consideration may be prior experience, including past performance, personnel qualifications, including technical excellence; management capability, including schedule compliance; environmental objectives; and flexibility of leasing terms and arrangements. The customer does not guarantee any award of contract by submitting an RFP.

**These factors may be utilized in weighing the RFP responses as follows:**

<b>Factor</b>	<b>Weight</b>
Price of Eligible Products and/or Services	51%
Prior Experience	24%
Personnel Qualifications	10%
Management capability	10%
Environmental	2%
Flexibility of Lease	3%
<b>TOTAL</b>	<b>100%</b>

## **Specifications of Services to be included:**

### **Fiber WAN Lease**

Scottsboro City School District is seeking a leased fiber WAN solution for the locations listed below. The current WAN is at least two strands of single mode fiber (tx/rx) hosting a minimum of 1Gbps Full Duplex Ethernet which serves the school district. The current configuration includes three VLAN's, one each for data, voice and video. The school district desires to retain this configuration as a minimum but will entertain solutions which include other technologies, including 10Gbps if need is shown for high traffic links.

School_Name	Address_1	CITY	STATE	Zip Code	Approximate Distance of Fiber Connection (one way) from BOE
CALDWELL ELEMENTARY	905 SOUTH MARKET STREET	SCOTTSBORO	AL	35768	7,950 feet
NELSON ELEMENTARY	202 IDA MOODY ROAD	SCOTTSBORO	AL	35769	26,800 feet
COLLINS ELEMENTARY	102 LEGION DRIVE	SCOTTSBORO	AL	35768	17,450 feet
SCOTTSBORO CITY BOARD OF EDUC.	305 SOUTH SCOTT STREET	SCOTTSBORO	AL	35768	0
SCOTTSBORO JUNIOR HIGH SCHOOL	1601 JEFFERSON DRIVE	SCOTTSBORO	AL	35768	18,350 feet
SCOTTSBORO HIGH SCHOOL	25053 JOHN T. REID HIGHWAY	SCOTTSBORO	AL	35768	21,600 feet

## ***Response Submission***

Responses to this RFP must be submitted in sealed packages and delivered to The Technology Director, Scottsboro City Board of Education, 305 South Scott Street Scottsboro, AL 35768 no later than 2:00 PM CT on **January 14, 2021**, so that this RFP is in compliance with the Federal Communication Commission's competitive RFP requirement for Universal Service Fund (USF) support and services. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer will reject all late arrivals. The Vendor must submit a funding request data template provided by Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) for uploading to the FCC Form 471 along with any required supporting documentation. This template can be located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/> **“RFP Response” should be clearly written on the face of the envelope along with the RFP number and the opening date of January 14, 2021.** Failure to comply with this may cause the RFP to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial RFP's will be allowed. Oral, telephone, faxed or electronic RFP's shall not be considered, nor will modifications of RFP's by such communication be considered. The winning bidder will be required to submit an electronic copy of the funding request template. Due to the fact that the funding request data template was not available at the time this bid was posted, the Vendor must complete the attached RFP Response Form and agree to complete the template as soon as it becomes available.

The completed RFP form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make contractual agreements. RFP's made out in pencil will NOT be accepted. **RFP must be notarized.**

## ***Costs Associated with Preparation of the Vendor's Response***

The Customer will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

## ***Interpretation and Changes***

The intent of this RFP is to communicate the Customers requirements to any qualified and interested vendor. Our intention is to receive RFP's for the system as previously stated in this RFP. The Customer may make corrections, or changes to the RFP. If the customer makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the customer to mail or deliver any ADDENDUM to all parties who have requested and received the RFP. ADDENDUMS will be issued as expeditiously as possible (by posting to the website, FAX, if necessary, followed by original documents). Interpretations,

corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

### **Questions**

Questions concerning this RFP should be directed to the Technology Director, Scottsboro City Board of Education. [tlarue@scottsboroschools.net](mailto:tlarue@scottsboroschools.net)

### **Proposal Binding Period**

Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of no less than 90 business days from the issuance date of The Vendor's response. However, any taxes, whether local, state, or federal, imposed on services herein provided instituted after the date of RFP response may be passed on to the customer from the vendor. The Vendor must understand that the customer may use e-rate discounts for these services, in which case, within the applicable filing window for submitting the response to the RFP the customer will submit SLD form 471 for funds based upon the pricing submitted by the Vendor. The Vendor will be required to assist in the completion of the Form 471. The SLD funding cycle may take as long as 12-18 months after July 1, 2021; in the event funding is not available and/or not approved the RFP and associated contracts will become null and void.

### **Omissions**

Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

### **Vendor Registration and Compliance with The Schools and Libraries Corporation**

The Vendor must provide proof of registration with the Schools and Libraries Division (SLD) a division of the Federal Communications Commission (FCC), for reimbursement under E-Rate guidelines and maintain a Green Light status and Eligible Telecomm Provider status with the FCC. If The Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number or fails to remain in good standing with FCC, the Scottsboro City Board of Education is not responsible for the discounted portion of The Vendor's bill. The Vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations. The vendor must supply their SLD SPIN number with RFP and agree to the SPI invoice method.

## ***Vendor Required Documentation for Schools and Libraries Division (SLD) Form 471 Filing***

Due to the fact that the funding request data template provided by Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) for uploading to the FCC Form 471 was not available at the time this bid was posted, the Vendor must agree to complete the form as soon as it becomes available. This template can be located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. If the template is available when the vendor submits their response, they must include the template in their response instead of the attached RFP Response Form.

## ***Price Quotations***

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the completion of the work. The bid will be awarded as a collective grand total and not item-by-item. The Customer may elect to award all, some, or none of the services bid.

All prices submitted on the bid are to be “delivered prices” and shall be inclusive of all charges and fees and shall not include any state or local tax. Tax exempt information is available upon request.

## ***Evaluation of Responses***

The Customer may, at its discretion and at no fee to The Customer, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response. Each proposal will be evaluated based on criteria and priorities defined by the Scottsboro City Board of Education. Proposals will first be screened based upon compliance with the base requirements.

## ***References***

The Customer may request references of similar school systems that are using the requested service. If requested, the Vendor must supply the Customer a list of references within two (2) working days.

## ***Equal Employment Opportunity***

In connection with the execution of this Contract, The Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

### ***Right to Reject***

The Customer reserves the right to accept or reject any and all proposals, waive any technicalities, and award all or part of the contract in a manner that is in the best interest, most cost effective, acceptable and advantageous for the Scottsboro City Board of Education. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not in a position to adequately perform the contract.

The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Scottsboro City Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Scottsboro City School System.

In event Erate funding is not approved by the SLD any/all contracts or agreements shall be null and void.

### ***Contingency clause***

If the awarded vendor does not meet the installation and turn-up of services goal/deadline then the awarded service provider will implement stated “make whole” provisions to provide current services to the school until the granted extension is complete.

**RFP Response Form**

**RFP# 1021-001**

If the funding request data template provided by USAC is not available at the time of your submission, the Vendors must use this form to quote its price and agree to provide the template as soon as it is available. The winning bidder must also agree to submit an electronic copy of the template.

**TO: The Scottsboro City Board of Education, 305 S. Scott Street Scottsboro, AL 35768**

VENDOR:

\_\_\_\_\_  
*Name of Firm*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip Code*

Operating as an individual corporation organization and existing under the laws of

\_\_\_\_\_ ALABAMA \_\_\_\_\_, or a Partnership, or a joint venture consisting of

\_\_\_\_\_  
\_\_\_\_\_.

**Required Pricing Format**

For accounting purposes, the monthly cost, per location and per service is to be broken down below. The Vendor must note any additional charges – installation, equipment, etc – if the monthly cost does not include these additional costs. Please ensure that the eligible and ineligible items are listed separately.

<b>Product/Service</b>	<b>Total Sites</b>	<b>*Total Mthly Cost</b>	<b>*Total Yrly Cost</b>	<b>Add'l Cost (Training)</b>	<b>E-Rate Eligible Y or N</b>


**\*Cost before E-rate discount**

**\*\*Specify if these charges are monthly, annual, or one-time only charges.**

Having carefully examined the invitation to RFP documents prepared by Scottsboro City Board of Education entitled **Fiber WAN Lease Agreement, RFP Number 1021-001**, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total lease price shown and under the terms of the attached lease. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the Customer to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the vendor listed and to fully bind the vendor listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to RFP, the undersigned proposes to furnish all items for a total sum of:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***THIS RFP MUST BE NOTARIZED***

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_