

**East Butler Public Schools
REQUEST FOR PROPOSAL FOR CONTRACTUAL
SERVICE FORM**

RETURN TO:
Educational Service Unit 7
Attn: Dan Ellsworth
2657 44th Ave
Columbus, NE, 68601
Phone: (402) 564-5753

RELEASE DATE	Closing DATE & TIME
February 3, 2021	March 4, 2021 4:00 p.m Central Time
	SCHOOL CONTACT / EMAIL
	Dan Ellsworth / ellsworth@esu7.org David Vanderheiden / dvanderheiden@esu7.org

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified. Written questions should be submitted via e-mail to the school contact(s) listed above.

**PLEASE READ CAREFULLY!
GENERAL SCOPE OF SERVICE**

East Butler Public Schools is issuing this Request for Proposal for the purpose of selecting a qualified Contractor to provide High speed transport services from East Butler High School, Brainard, NE to East Butler Elementary School, Dwight, NE. A contract resulting from this Request for Proposal will be issued from the date of award through June 30, 2025. The contract has the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties. East Butler Public Schools reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and East Butler Public Schools.

GENERAL REQUIREMENTS

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.

Contractor hereby grants permission to East Butler Public Schools and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

East Butler Public Schools shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, or in any other activity related to bidding on this Request for Proposal

The bidder may present supplemental text for any of the sections following the "Accept (Initial)", "Reject (Initial)", "Reject & Provide Alternative within RFP Response (Initial)" table. If a bidder must state noncompliance on any Technical Requirement, they must complete the "Notes/Comments" field in the table immediately following such section. "Notes/Comments" responses should be used only with a narrative response explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully understood. East Butler Public Schools shall determine in its sole discretion whether or not the bidder's alternative is an acceptable alternative.

PROJECT OVERVIEW

The objective of the RFP is to identify a Contractor or Contractors who will design, develop, and implement high-speed data connectivity that will meet the current and future telecommunications needs of East Butler Public Schools over the term of the contract. Each bidder will provide cost-effective, scalable and flexible high speed point – to point data transport services over Ethernet (EvPL) that will connect the following school locations. When bidding, the Bidder must bid all costs to provide connectivity to the school locations listed below.

East Butler High School
212 S Madison Box 36
Brainard, NE 68626-0036



East Butler Elementary School
292 N 1st St
Dwight, NE 68635-0160

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

A. PROJECT REQUIREMENTS

East Butler Public Schools requires this service must be converted during the month of July 2021 and the month of July for each succeeding year. The circuits should be installed and tested by the first Friday in August 2021 and each succeeding year, however East Butler Public Schools cannot incur charges on these circuits until after July 1 of the implementation year due to E-rate. The cutover to the customer must be complete by the first Friday in August 2021 and each succeeding year or incur a penalty (see Section K). Existing service must remain active until the final cutover (see B. Transition Requirement). East Butler Public Schools is cognizant of a growing demand for bandwidth and is interested in identifying contractor(s) who will meet the current and future telecommunications needs of the school for the term of the contract.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

B. TRANSITION REQUIREMENT

Upon award of the contract to a new vendor, the Contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration or termination of the contract for a price not to exceed those prices set forth in the contract.

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C. SCOPE OF WORK

The Contractor shall design, develop and implement a high-speed, IP-based, layer-2, Ethernet, wide area network to interconnect locations listed above using EvPL technologies. The network interface to the customer's CPE must physically be Ethernet with the capability to provide multiple virtual Ethernet interfaces via 802.1Q VLAN tagging.

The school network connections must be bid according to the bandwidth ranges as stipulated in Appendix A. The conversion will be performed over the summer of 2021 and each succeeding year and must be as transparent as possible with completion by the first Friday in August 2021 and each succeeding year.

For locations where multiple speeds have been requested, East Butler Public Schools will add all bandwidths bid to arrive at a total overall site cost that will be the basis for a lowest cost award.

Upon selection of this service, East Butler Public Schools will purchase their own network equipment and video equipment. The Contractor will need to work closely with East Butler Public Schools to ensure that the appropriate network equipment and video equipment delivery is coordinated and ready for installation at the time the network conversion takes place.

This connection will transmit Internet, distance learning, and data transport between school locations.

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D. TECHNICAL REQUIREMENTS

The bidder must provide a network design in which:

1. Ethernet frames containing a 1500 byte payload (for a total minimum supported Ethernet frame size of 1542 bytes), must be allowed and flow as a single complete frame without any fragmentation by the provider's equipment. Reference: http://en.wikipedia.org/wiki/Ethernet_frame
2. Layer 2 performance must be adequate to support jitter and latency sensitive applications (i.e. video over IP).
3. The network interface to the customer's CPE must be an Ethernet-based handover connection. The connection must support either 802.1q tagged frames or must support 802.1ad provider bridging. East Butler Public Schools WILL NOT coordinate customer VLAN tags with the provider; the provider must either tunnel the customer VLAN tags through the provider network or must leave the customer VLAN tags unchanged from end-to-end.
4. Allow participating institutions to manage their own IP address space and routing.
5. Performance metrics on contracted circuits must be provided to school staff within 24 hours of request.
6. School must be notified within 24 hours of performing QoS changes, network monitoring changes or any other network changes that may have a positive or negative effect on performance as outlined in the RFP.
7. The provided connection must be tested to prove performance before it will be considered complete and usable. Testing according to ITU-T Y.156sam or RFC-2544 for performance, frame-loss and latency is preferred but detailed performance, frame-loss, latency and QOS test disclosure is also acceptable. Testing must validate the minimum frame size specified is supported.
8. Every connection's receive AND transmit capacity must each meet or exceed the bandwidth amount that is bid. Testing must validate that capacity meets the amount purchased before the connection will be considered complete and usable.

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E. SERVICE LEVEL GUARANTEES

This network must support production applications that require a high degree of reliability and must operate with little or no service disruptions for twenty-four (24) hours a day, seven (7) days a week. Contractor(s) must provide solutions with the necessary redundancy, backup systems, and/or other disaster avoidance and recovery capabilities to support these needs. Contractor(s) must have the necessary staff for the installation and maintenance of their network responsibilities and necessary staff to assist East Butler Public Schools in its installation and maintenance of critical network services. Upon request, the contractor will provide an explanation of any redundancy that is available as part of the site/service that will assure the required availability of the services. The following performance specifications are required service level guarantees. The Contractor will conform to these service level agreements, which are to include details concerning restoration procedures and goals, escalation procedures, and non-conformance penalties.

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F. MAINTENANCE SPECIFICATIONS

When planned network maintenance activities are conducted by the contractor which entails the risk of interrupting or diminishing service to East Butler Public Schools, David Vanderheiden, IT Coordinator must be notified at least three (3) business days in advance of the maintenance planned. Additionally, the contractor must agree to work with East Butler Public Schools to find an alternate date and time of maintenance, if the proposed time would be particularly detrimental to East Butler Public Schools business needs. Mutually agreed upon maintenance activities are not considered a service violation and will not incur a service penalty.

The contractor must have in inventory the necessary spare equipment capable of restoring service in the event of contractor equipment failure. Maintenance contracts specifying next-day replacement or longer will not be considered an acceptable substitute for carrying inventory of appropriate replacement equipment.

The contractor must operate its own Network Operations Center(s) and provide a centralized trouble reporting and maintenance system that is staffed 24 hours a day, seven days a week. The contractor shall provide sufficient staff for peak and critical hours. The contractor shall provide East Butler Public Schools with a local and toll-free number for trouble reporting.

The contractor must respond to trouble reports within one (1) hour of notification. The Contractor must also provide an escalation procedure and contact list to be used for unresolved issues, including names, titles and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time after the notification of trouble shall constitute a prolonged outage and must be escalated.

Access to performance service metrics is required, with a preference toward live metrics.

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H. COST

Proposals will address the impact of normal growth, as well as planned and unplanned network expansion or service enhancement. All prices shall be proposed as an individual location/school cost on a recurring or non-recurring basis. **All bidder costs must be reflected in either the monthly recurring or non-recurring charges. All fees, taxes and pass-through charges such as NUSF must also be included in the cost. No additional charges will be accepted.** East Butler Public Schools shall not be required to purchase any specific service or minimum quantities of network services. The quantities provided are for the sole purpose of assisting the Bidders in preparation of their proposals and for East Butler Public Schools to consider the feasibility of the proposed network solutions. East Butler Public Schools shall not be responsible for any cost that is not identified in the Bidder's cost proposal.

Please display costs in the format provided in the Appendix. The bid prices listed must include the cost of doing business as indicated below. Simply placing a cost number in the appropriate cell is all that is needed.

NETWORK EQUIPMENT AND HARDWARE COSTS

Network equipment and hardware (non-CPE) will be part of and included in the itemized circuit costs. Circuit costs will be bundled costs and must include all necessary components needed to utilize the circuit at the bandwidth bid.

INSTALLATION COSTS

If non-recurring installation/set-up charges are applicable, these rates shall be delineated in the cost portion of the proposal. This cost for the circuit installation shall include all one-time costs associated with termination to the demarcation point from the network side and/or fees associated with interconnection to local exchange carriers.

All fees that would be incurred for a fully functioning end-to-end connection, whether recurring or non-recurring, must be included in the cost. All cross-connect, and facilities related charges that would be incurred to physically connect the circuit to Network Nebraska equipment on both ends must be included in the cost.

SOFTWARE, WARRANTY, AND MAINTENANCE COSTS

The Bidder will include costs for software, warranty, and maintenance of the provided circuits in the service rates.

Software includes any initial or upgraded software required by each item of equipment proposed for the network to perform as a fully functional, integrated part of the Bidder’s network and associated service rates. The software costs shall include all of the following applicable costs:

Initial purchase and installation costs.

Use and licensing fees.

Software maintenance costs, including upgrades.

All other costs relative to the network such as acquiring and using the software for the life of the network.

Costs and procedures related to the transfer of the software from damaged or out of service equipment to new equipment and the reprogramming of the software to place equipment spares into service and to meet changing network needs.

QUANTITY

East Butler Public Schools has the option of purchasing any quantity of services in any increment proposed. East Butler Public Schools reserves the right to purchase any quantity of service. There will be no minimum or maximum quantities imposed as a result of any contract.

PROPOSAL COST TABULATION

The proposal cost will be tabulated with an intent to award made based on the monthly recurring costs multiplied by the applicable length of service in months (48), not to include extensions, plus the one-time non-recurring costs.

SAMPLE—Bidder ‘B’ is awarded School X based on lowest overall cost for 48 months.

Entity	Bandwidth	Bidder ‘A’ NRC	Bidder ‘A’ MRC	Bidder ‘A’ 48-month Cost	Bidder ‘B’ NRC	Bidder ‘B’ MRC	Bidder ‘B’ 48-month Cost
School X	100Mbps	\$0	\$500	\$24,000	\$100	\$450	\$21,700
School X	200Mbps	\$0	\$600	\$28,800	\$100	\$550	\$26,500
School X	300Mbps	\$0	\$700	\$33,600	\$100	\$650	\$31,300
School X	400Mbps	\$0	\$800	\$38,400	\$100	\$750	\$36,100
Total				\$124,800			\$115,600

I. EARLY TERMINATION

The contract may be terminated as follows:

1. East Butler Public Schools and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. East Butler Public Schools, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day’s written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. East Butler Public Schools may terminate the contract immediately for the following reasons:

- a. If directed to do so by statute;
- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; or
- i. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

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J. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

East Butler Public Schools may terminate the contract, in whole or in part, in the event funding is no longer available. East Butler Public Schools's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, East Butler Public Schools may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. East Butler Public Schools will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of East Butler Public Schools to make payments after the termination date will cease and all interest of East Butler Public Schools in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

K. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

East Butler Public Schools may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. East Butler Public Schools may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at school's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the

Contractor time to cure a failure or breach of contract does not waive the school's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, East Butler Public Schools may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

L. PENALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event that the Contractor fails to perform any substantial obligation under the contract, East Butler Public Schools may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due to East Butler Public Schools of \$500.00 dollars per day per circuit or service, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

The contract expectation is for a service that, at a minimum, will meet required specifications 99.955% of the year - equivalent to a maximum of 4 total hours of downtime/service non-compliance per year. Any service not meeting contract specifications to include violation of QoS parameters will incur a contract performance penalty according to the following formula:

For every hour and fraction of an hour of service violation, the customer will be refunded one day of service credit. Repeated violations of service performance agreements during any single calendar day will be considered a continuous event from the beginning of the original violation until the last violation. Violations on consecutive days will be considered continuous from the initial violation until the service has been restored. The service will be considered restored when no violation has occurred for 24 continuous hours (the 24 hour validation period is not considered part of the penalty). Penalty duration will round up to the next whole hour.

Example: Intermittent connectivity from 9:15a-2:20p on the same day; Duration of the actual service violation would be 5 hours and 5 minutes. Violation assessment is rounded up to the next whole hour, so the duration is considered as 6 total hours. A yearly downtime credit of 4 hours can be applied to account for the 99.955% performance expectation yielding a 2 hour penalty violation and 2 days of service credit due. The 4 hour credit can only be applied in one hour whole increments with a total of 4 hours of remission during any given calendar year.

M. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. East Butler Public Schools may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

N. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	NOTES/COMMENTS:

		RFP (Initial)	Response

East Butler Public Schools is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

O. E-RATE

Each Bidder must have a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company and be eligible to participate in the Universal Service Fund discount program for telecommunications services provided to the E-rate eligible entities. Bidder agrees to provide any discounts, including any accrued credits, for which the entity is eligible under the Universal Service Fund for school telecommunications services. Bidder will, at its expense, prepare and file all carrier documents and reports required for the eligible entities to receive the benefit of such discounts and credits. The Bidder's Service Provider Identification Number (SPIN) issued to bidder by the Universal Service Administrative Company must be included in the responding bid.

As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

47 CFR § 54.500(f)

Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services.)

47 CFR § 54.511(b)

Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Note: Applicants can choose their method of invoicing; service providers cannot force applicants to use a particular method.

As required by USAC policy, the contractor must retain documents from the bidding process through five (5) years past the last date of service. Documents may be retained in electronic format or paper. The document list includes, but is not limited to, copies of bids, signed contracts, proof of service delivery, invoices, documentation of any service down time, and any other document retention required by the FCC.

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The bidder should provide the following information in response to this Request for Proposal and must provide prior to contract award.

Service Provider Identification Number (SPIN): _____

P. DELIVERABLES

See Appendix A