REQUEST FOR PROPOSAL **THIS IS NOT AN ORDER**

PITTSYLVANIA COUNTY SCHOOL BOARD
P.O. Box 232
Chatham, Virginia 24531

(434) - 432-2761

TO:

DATE October 1, 2019 SPEC NO. 19-20/003

FOR Internet & Transport

DELIVERY POINT As per Scope of Services

DIRECT ALL QUESTIONS TO rfp@pcs.k12.va.us

Proposals will be received via e-mail until 1:00 o'clock, P.M. (EST) on December 1, 2019. **Please submit all proposals via e-mail to rfp@pcs.k12.va.us. Please direct all questions to rfp@pcs.k12.va.us.** All proposals must address the delivery of services as specified in the Scope of Services of this RFP.

GENERAL CONDITIONS

1. All items to be quoted F.O.B. delivered Chatham, Virginia unless otherwise specified herein. Title does not transfer to the School Board until receipt.
2. Sums of money shall be indicated both by Unit Cost and Total Item Cost. In case of discrepancy, the Unit Cost will govern.
3. Cash discounts offered may be considered in determining the successful supplier. Cash discount period will start from date of receipt of acceptable invoice or from date of receipt of acceptable material, whichever is the later.
4. Brands of EQUAL quality or type are acceptable unless specified NO SUBSTITUTION, but substitution must be noted on bid. We reserve the right to make the final decisions as to comparable items. Be very certain that items upon which you bid and deliver are EQUAL to items listed. Materials which are not equal will be returned to the supplier transportation charges collect.
5. Samples, when requested, must be marked with the name of vendor and the unit price specifically stated. Samples must be delivered free of charge, and those carelessly soiled in process or spoiled by examination or tests will not be paid for by the Pittsylvania County School Board.
6. Pittsylvania County School Board reserves the right to accept or reject any or all RFPs, and to waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any quotation offer.
7. It is understood and agreed that the School Board reserves the right to increase or decrease quantities or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this quotation offer as so modified, and subsequent thereto.
8. It is understood and agreed that the delivery date and/or date of installation AFTER receipt of a purchase order is the seller's best offer. In its acceptance of any quotation offer, the School Board is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event of seller's failure to deliver as and when promised, the School Board reserves the right to cancel its accepting order, or any part thereof, and seller agrees that the School Board may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised.
9. The School Board is exempt from all applicable Federal and State Taxes. All Quotation offers and/or bids are made taking this fact into consideration.
10. By responding to this RFP, Vendor warrants that it meets prevailing wage rates in its area.
11. Please note carefully -- In quoting, give complete information in spaces provided, otherwise your quotation offer may be given no consideration.
12. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trade-mark, or application therefore, the seller will indemnify and hold harmless the School Board from any and all loss, cost, expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale, or use of such article in violation, infringement or the like of rights under such patent, copyright, trade-mark or application.
13. The School Board will not be responsible for any goods delivered, or services performed without its purchase order, signed by an authorized representative of the Central Office.

14. Preference is hereby given to materials, supplies and provisions produced, manufactured or grown in the state of Virginia, quality being equal to articles offered by competitors outside of this area.
15. Employment discrimination by contractor is prohibited. During performance of this contract, the contractor agrees to follow the Code of Virginia section 2.2-4311.
16. Contractor is to maintain a drug-free workplace. During the performance of this contract the contractor agrees to follow the Code of Virginia section 2.2-4312.

The contractor will include the provisions of the foregoing sections 15 and 16 in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

17. Successful company to be awarded a contract will be required to complete a Contractor's Certification of Requirements of 22.1-296.1 of the Code of Virginia which states "Section 22.1-296.1 of the Code of Virginia requires that "as a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection".
18. The contractor does not, and shall not, during the performance of this contract for goods or services, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

IMPORTANT NOTES:

This is not a Purchase Order. However, with regard to any order that may result from your proposal, the following terms, conditions and provisions will apply.

1. To insure prompt payment, mail invoices in duplicate for each shipment. Invoices not mailed as directed may delay payment or become lost. Mail and bill to: Pittsylvania County School Board, P. O. Box 232, Chatham, VA 24531.
2. The laws of the State of Virginia, U.S.A., shall govern in connection with the formation, performance and the legal enforcement of this purchase order.
3. None of the TERMS, CONDITIONS, AND SPECIFICATIONS STATED in this purchase order may be added to, modified, superseded or otherwise altered except in writing, signed by an authorized representative of the Pittsylvania County School Board and sent by the School Board to vendor, and each shipment received by the School Board from vendor shall be deemed to be only upon the terms and conditions contained in this purchase order, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice form, or other act of vendor and notwithstanding School Board act of accepting or paying for any shipment or similar act of School Board.
4. This purchase order is an ACCEPTANCE of your OFFER as summarized in your quotation noted above. When this purchase order is an OFFER to buy, your ACCEPTANCE must show promised delivery date and method of shipping, including routing and names of carriers.
   A. Please advise BUYER immediately if you cannot make complete shipment to arrive on your promised delivery date noted above.
   B. Your ACKNOWLEDGEMENT must show expected shipping date and method of shipping, including routing and names of carriers.
   C. In the event of VENDOR'S FAILURE to deliver as and when specifically promised, the School Board reserves the right to cancel this purchase order, or any part thereof, without prejudice to its other rights, and VENDOR agrees that the School Board may return all or part of any shipment so made and may charge vendor with any loss or expense sustained as a result of such failure to deliver as promised.
5. Cash discount period will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise, at destination by authorized School Board agent, whichever is the later.
6. This ORDER is made on the following express conditions:
   A. That GOODS REJECTED due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned to you for credit, and are not to be replaced except upon receipt of written instructions from the School Board.

B. That GOODS are subject to School Board inspection on arrival.
C. That if PRICE is omitted on purchase order, vendor's price will be the lowest prevailing market price.

7. TAX EXEMPT: The School Board is not required to pay state and local sales or use tax, Federal Excise and Federal Transportation taxes, and such taxes should not be charged.
8. By accepting this order, vendor warrants that it meets prevailing WAGE RATES in its area.
9. TERMINATION: Settlement of purchase orders terminated for convenience of the School Board not involving delay of late delivery, MAY be effected by negotiated agreement. Every effort will be made to reach a fair and prompt settlement with the vendor.
10. Receipt of the merchandise, services or equipment in response to this order can result in authorized payment on the part of the School Board. However, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures. Should the service rendered or merchandise furnished, fail to meet all inspection requirements, the School Board reserves the right to open negotiations with the vendor to permit a mutually acceptable and equitable solution to the transaction.
11. To INSURE COMPLIANCE with the terms, conditions and provisions of this contract, the following must be accomplished: All reports, notices, and advice of any nature concerning administration of this order or contract prepared by your company for School Board use must be furnished solely to the Buyer within the School Board for use as applicable.
12. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
13. No proposal shall be withdrawn under this section when the result would be the awarding of the contract on another proposal of the same respondent or of another respondent in which the ownership of the withdrawing responder is more than five percent.
14. If a proposal is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid. Proposals will be evaluated as stated in Section 4 of the attached Scope of Services.
15. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
16. If the public body denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

All proposals should be e-mailed to the following address:

rfp@pcs.k12.va.us

THE UNDERSIGNED HEREBY:

1. Agrees to deliver the items specified herein in accordance with the terms, conditions, specifications and prices set forth as described in the Scope of Services.
2. Certifies that he has not used any outside agent at arriving at the bid figures; and has not contacted any competitors in arriving at these figures.
3. Agrees to follow non-discrimination guidelines as outlined above.

FIRM ____

BY ____

DATE____

TELEPHONE__________________________________

E-MAIL ADDRESS___________ _________________

THIS PAGE MUST BE SIGNED AND ATTACHED TO THE FRONT OF YOUR PROPOSAL

CONTRACTOR'S CERTIFICATION OF REQUIREMENTS OF CODE OF VIRGINIA

Section 22.1-296.1 of the Code of Virginia requires that "as a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection."

Section 2.2-4311. Employment discrimination by contractor prohibited; required contract provisions.

All public bodies shall include in every contract of more than $10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

Section 2.2-4311.1. Compliance with federal, state, and local laws and federal immigration law; required contract provisions.

All public bodies shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Section 2.2-4312 Drug-free workplace to be maintained by contractor; required contract provisions.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that neither I nor any of the employees of my company nor any employee of a subcontractor employed by my company who will be in the presence of students during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. My company and any sub-contractor employed by my company shall follow the equal opportunity employment laws of the State of Virginia during the performance of this contract. My company and any sub-contractor employed by my company shall not knowingly employ an unauthorized alien during the performance of this contract.

____

Authorized signature

____

Company name (if applicable)

____

Date

REVISED July 30, 2009

SCOPE OF SERVICES

Section 1: Introduction

Pittsylvania County Schools, hereafter referred to as Applicant, is requesting 2 services. The first is a Leased Lit Fiber WAN. This is designated by FCC Form 470 Category 1 Service Option Leased Lit Fiber (with or without Internet Access). This service connects facilities within the district to one another to form a wide area network. This service does not include Internet Access. The second service is a Leased Lit Fiber Service that includes Internet Access. This is also designated by Category 1 Service Option Leased Lit Fiber (with or without Internet Access). This service connects the district hub or aggregation point to an Internet PoP of the service provider's/Vendor's choice where upstream Commodity Internet and other upstream services are accessed. Internet access is expected to terminate at the district hub site. WAN service is expected to originate at the district hub site and be delivered to the eligible service locations. All locations, with addresses and demarcation points, are listed in the **attached pricing sheet**. The new services are being planned to begin on July 1, 2020 which represents the expiration of the current services.

Section 2: Service Requests

1. Leased Lit Fiber (with or without Internet access) is an E-rate Category 1 service option that can be used to bid two types of leased lit fiber services. Applicant is seeking bids for **both** of these services. Respondents may bid one or both services. See Section 3 for solution requirements.
    a. **Internet access delivered over fiber transport**: Leased Lit Fiber (with or without Internet Access) is option to choose when bidding a fiber connection from a school/non-instructional facility or a school district hub to an Internet Access Point and the price of the fiber connection also includes Commodity Internet/Internet access. This is not a WAN connection, but a connection through which the school/non-Instructional facility gains access to the Commodity Internet.
    b. **Wide area network (WAN):** Leased Lit Fiber (with or without Internet Access) is also the option to choose when bidding point to point wide area network (WAN) connections. **WAN connections do not connect to an Internet access point.** WAN connections are point-to-point fiber connections that connect individual instructional/non-instructional facilities in the same school district.
2. Network Design and Construction Routes
    a. For Internet access, Applicant leaves point of presence (PoP) location and fiber routes up to respondent. However, due to current and future bandwidth needs, designs are encouraged to provide dedicated infrastructure to Applicant. This includes little to no aggregation or third-party equipment between Applicant site and PoP.
    b. For WAN, designs 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 Applicant 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.
    c. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) 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.
    d. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
    e. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.
3. Special Construction
    a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
        i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity) for more information.
    b. Special construction charges eligible for Category One support consist of three components:
        i. construction of network facilities
        ii. design and engineering
        iii. project management
    c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC).**
        i. For leased lit fiber solutions requiring special construction, 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.

d. Special Construction Payment Plan Option
   i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal monthly installments over four years from Funding Year 2020 to Funding Year 2023 inclusive. Responses must include agreement or non-agreement of this request.

e. Excess fiber strands for special construction projects
   i. To the extent that the winning service provider 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.
   ii. 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, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
   iii. For examples of cost allocation, please see document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

Section 3: Solution Specifications

1. Internet access
   a. Applicant must have dedicated, symmetrical bandwidth of 1 Gbps.
   b. The solution must be scalable to 2 Gbps, 5 Gbps.
   c. Contract options are requested for an initial 12 months, 36 months, and 60 month terms of service with voluntary one year extensions, for up to five years for less than a 60 month term.
2. WAN
   a. Applicant must have dedicated, symmetrical transport bandwidth as specified in **attached pricing sheet.**
   b. The solution must be scalable to 1 Gbps at all sites.
   c. Contract options are requested for an initial 12 months, 36 months, and 60 month terms of service with voluntary one year extensions, for up to five years for less than a 60 month term.
3. Terms for both services
   a. Each respondent is required to complete the **attached pricing shee**t with this RFP.
      i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
      ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
      iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
   b. All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.
   c. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
   d. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

Section 4: Service Level Agreement

1. Proposed services must meet the following specifications:
   a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
   b. .25% frame/packet loss commitment
   c. 25ms round trip network latency commitment on WAN circuits and the transport between Applicant and PoP for Internet access only. **This specification does not apply to Internet traffic outside the PoP.**
   d. 10ms network jitter commitment
   e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
   f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service where feasible.
2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.

3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified. Credits for outages may be the following at Applicant's discretion:

Length of Service Outage	**Credit is the following percentage of monthly recurring cost**
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Section 5: General Terms for All Proposals

1. **Failure to include any requested information noted as required by the respondent is grounds for disqualification.**
2. Description of Proposal
   a. All sites may be included in the bid where feasible.
   b. Respondent will provide a description of their proposal for all services and solutions.
   c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
3. Reselling and subcontracting
   a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
   b. If, at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change scope of proposed service then Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
4. Timeline
   a. For each response, respondents must include a timeline for bringing all sites online.
   b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1

start of the funding year.
    c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
5. Demarcation
    a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the **pricing sheet**.
    b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
    c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
6. Network Diagram
    a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
    b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between district site and point of presence for Internet access and between hub site and all endpoints for WAN.
        i. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied in order to provide a picture of potential latency.
7. References
    a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant.
8. E-rate Program Integrity Assurance (PIA) Review
    a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
    b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
    c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review.
    d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**
9. Required Notice to Proceed and Funding Availability
    a. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
    b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's' issuance of a written Notice to Proceed.
    c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

Section 6: Evaluation Criteria

1. **Internet access and WAN**

% Weight	Criteria
15	**E-rate eligible recurring and one-time circuit costs[1]**
11	Complete bid submission[2]
13	Ability to support requirements of this RFP[3]
13	Proposed contract terms and conditions[4]
12	Service reliability and dedicated infrastructure[5]
10	E-rate ineligible recurring or one-time costs[6]
13	Provider references[7]
13	Prior positive experience with Applicant

2. **Criteria Explanation**
    1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
    2. Complete bid submission: Bids concisely address Applicant's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information
    3. Ability to support requirements of this RFP: proposed solution clearly meets Applicant's requirements and needs
    4. Proposed contract terms and conditions: Proposed contract has flexibility and terms desired by Applicant
    5. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
    6. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
    7. Provider references: response included K12 references that were similar in size and scope

Section 7: Where to responds and Due Date

All RFPs are due on or before December 1, 2019. Please submit all p via e-mail to rfp@pcs.k12.va.us. Please direct all questions to rfp@pcs.k12.va.us.

Appendix A

E-rate Special Construction
Excess Strands - Cost Allocation Scenarios
Funding Year 2018

Prepared by the State E-rate Coordinators' Alliance
October 23, 2017

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective then buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

B. Excess Strands for Service Provider's Future Use

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2018 USAC Fiber Training Slides applies:

Applicant's should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- Splice Labor. If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- Splice Enclosures are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- Fiber Installation Labor. This represents the incremental cost of pulling a larger cable through the buried conduit.
- Structured materials installation. This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show evidence during PIA review that it did not charge the applicant for these incremental costs.

Figure 1: Here is a table outlining some possible incremental costs:

Item	12 Strand cable construction	48 strand cable construction	Cost Allocation Amount that service provider should remove from the special construction request
Fiber Cable	38 cents per foot	$1.04 per foot	66 cents per foot
Design and Engineering	$2.12 per foot	$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations

Project Management	$1.18 per foot	$1.18 per foot	0
Splice labor*	$11.00 per splice	$11.00 per splice	$11 per splice over 12 splices at any splice site
Splice enclosures**	$205 per enclosure	$205 per enclosure	$205 per enclosure for every enclosure over 12
Fiber Patch Panel	$71.43 per panel	$218.60 per panel	$147.17 per panel
Conduit and other structured materials	1.25" conduit required $1.95 per foot Handhole (40,000 lb rated) $2695 per unit Fiber Marker $30 per unit	1.5" conduit required $2.35 per foot Handhole (40,000 lb rated) $2695 per unit Fiber marker $30 per unit	40 cents per foot No cost difference for handhole No cost difference per marker
Fiber Installation Labor ***	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials Installation (conduit, markers, handholes)****	$2.85 per foot	$3.10 per foot	25 cents per foot
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference