

Tazewell County School District (E-rate Applicant BEN 126648)

Fund Year 2023 Form 470 #230001110

SERVICE SPECIFICATIONS FOR INTERNET ACCESS AND TRANSPORT SERVICE

Procurement Timeline

Task	Due Date
Form 470 posted	Thursday October 6th 2022
Deadline for vendors to submit questions	Thursday October 20 th by 5 pm EST
Answers to questions posted	Friday October 21st
Deadline for vendors to submit proposals	Monday November 21 st by 5 pm EST

Applicant may, at its sole discretion, extend the due date for the submission of proposals when it is in its best interest to do so. Such extensions shall be done via addendum posted in EPC.

Communications and Questions

All communication with the Tazewell County School District (TCSD) regarding this solicitation, including questions or comments, must be submitted via email to Randy Mullins at randymullins@tcpsva.com AND Lyell Walker at LWalker@e-ratecentral.com no later than the deadline provided in the Procurement Timeline. The subject line must include the Form 470 number. Contact initiated by an Offeror concerning this solicitation with any other Applicant representative is prohibited. Unauthorized contact may result in disqualification of the Offeror from this solicitation. Answers will be posted to EPC by the deadline provided in the Procurement Timeline. It is the responsibility of every Offeror to ensure they have downloaded the latest version of the Form 470 and/or 470 RFP attachments, including any addenda. Applicant reserves the right to ask clarifying questions of vendors upon review of proposals.

Proposal Instructions

Proposals must be submitted by the deadline for guaranteed consideration by the Applicant.

Proposals should be emailed to ALL the following recipients:

- randymullins@tcpsva.com
- LWalker@e-ratecentral.com

Proposal submissions should include the following:

- Applicant name
- Form 470 number
- SPIN (Service Provider Identification Number)
- Service provider's terms and conditions
- **Attachment A Vendor Bid Pricing Worksheet**

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

- monthly service fees
- managed router/modem lease fees (if required for service to function)
- one-time construction, installation, and/or connection charges
- estimated taxes, fees, and/or surcharges_

Disqualifying Factors

TCSD may disqualify proposals for the following reasons:

- Unauthorized Service Provider contact with Applicant.
- Proposal submitted after the deadline.
- The proposal does not meet Service Requirements.
- The proposal does not provide definitive costs for the services requested (including recurring and/or one-time charges).
- The proposal includes generic/encyclopedic price lists, and/or solution is proposed by an artificial intelligence system that does not take into consideration the specific needs of Applicant.
- The proposal requires an initial contract term longer than 36 months.
- The proposal includes a partial service offering (i.e. an offer of Transport services that does not include all locations listed for Service Request One or Two).
- For Service Request One, proposals that do not include both Internet and transport options.
- The proposal does not include a range of bandwidths allowing for increases over the life of the contract.

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SCOPE OF WORK

Due to the unique topography of Tazewell County and the surrounding area, TCSD is seeking proposals for the following two service requests. Offerors are encouraged to submit proposals for one or both service requests. TCSD reserves the right to award a contract to different vendors for each service request based on the most cost-effective solution for the District.

Service Request One

TCSD is seeking proposals for Dedicated Internet Access and/or Transport service. Offerors must submit proposals for both service types. Bids for only one service type will not be accepted or evaluated. Applicant prefers leased lit fiber or service equivalent in quality and reliability and reserves the right to evaluate bids to determine their equivalence to leased lit fiber.

Dedicated Internet Access (DIA): TCSD requests dedicated, fully-managed, symmetrical bandwidth Internet Access service with Service Level Agreement (SLA) guarantees site to be delivered to the following location. :

Entity Name	Street Address	Minimum Bandwidth Required	Type
TAZEWELL HIGH SCHOOL	167 Cosby Blvd Tazewell, VA 24651-1300	2 GB	Hub/School

DIA bandwidths should be quoted from 2 GB – 10 GB in 1 GB increments.

Vendors should provide unit cost pricing for each requested bandwidth

Transport: TCSD requests Wide Area Network (Transport) service to be delivered between the demarcation location listed above to the following locations:

Entity Name	Street Address	Minimum Bandwidth Required	Type
TAZEWELL HIGH SCHOOL	167 Cosby Blvd Tazewell, VA 24651-1300	2 GB	School
GRAHAM MIDDLE SCHOOL	#1 Academic Cir, Bluefield, VA 24605	500 Mbps	School
GRAHAM HIGH SCHOOL	210 Valleydale, Bluefield, VA 24605	500 Mbps	School
CEDAR BLUFF ELEMENTARY SCHOOL	1089 Cedar Valley Drive, Cedar Bluff, VA 24609	500 Mbps	School
TAZEWELL INTERMEDIATE SCHOOL	1253 West Riverside Drive North Tazewell, VA 24630-9505	500 Mbps	School
RICHLANDS HIGH SCHOOL	138 Tornado Alley Richlands, VA 24641-3069	500 Mbps	School
TAZEWELL MIDDLE SCHOOL	367 Hope St, Tazewell, VA 24651	500 Mbps	School
TAZEWELL COUNTY SCHOOL BOARD OFFICE	506 Jeffersonville St, Tazewell, VA 24651	100 Mbps	Non-Instructional Facility
SPRINGVILLE BUILDING	144 Schoolhouse Road, Eastern, VA 24630	100 Mbps	Non-Instructional Facility

Transport bandwidths should be quoted in the following increments:

Vendors should provide unit cost pricing for each requested bandwidth

100 Mbps	500 Mbps	1 Gbps	2 Gbps	4 Gbps	6 Gbps	8 Gbps	10 Gbps
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Service Request Two (Transport Only)

TCSD is requesting proposals for fully-managed symmetrical bandwidth stand-alone Wide Area Network (Transport) service to be delivered between the demarcation (HUB) to the sites listed in the table below.

No service is requested at the Hub site. Graham High School will have its own dedicated WAN circuit provided by Service Request One. This request is only for a fully lit point-to-point WAN service that connects the three schools back to the Hub site. Offerors should include specific charges for endpoints at each location on Attachment A_Vendor Pricing Template

Applicant prefers leased lit fiber or a service that is equivalent in quality and reliability and reserves the right to evaluate bids to determine their equivalence to leased lit fiber.

Entity Name	Street Address	Bandwidth Required	Type
Graham High School	210 Valleydale, Bluefield, VA 24605	NA	HUB
Dudley Primary School	1840 Tazewell Ave, Bluefield, VA 24605	250	School
Abbs Valley Elementary School	7030 Abbs Valley Rd, Bluefield, VA 24605	250	School
Graham Intermediate	808 Greever Ave, Bluefield, VA 24605	250	School

Transport bandwidths should be quoted in the following increments:

250 Mbps	500 Mbps
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Service Level Requirements:

For all Service Requests, solutions must adhere to the following Service Level Agreement (SLA) terms and terms:

1. The provider will make all reasonable efforts to ensure 99.995% network availability of each circuit.
2. .25% frame/packet loss commitment
3. Sub 10ms network latency commitment for the leased lit fiber transport circuit measured between the Z location and the A location
4. 20ms network jitter commitment
5. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
6. These standards are a vendor-stated commitment for fully operating service. Any degradation of service may be counted against the network availability standard.
7. The vendor will provide monthly service reports and an annual service report showing:
 - a. Peak link usage for the quarter
 - b. Downtime on the link
 - c. Impaired performance versus SLA standards for the link
 - d. These are all aggregate statistics for the month
8. The vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service (see the schedule of service credits below).

Service credits for a greater than 2-hour response will accumulate as follows:

Length of Service Outage	Credit is the follow percentage of Monthly Fiber Maintenance Fee
Less than 2 hours	No Credit
Two (2) hourstofour (4) hours	5%
Greaterthanfour(4)hours andlessthaneight(8) hours	10%
Greater than eight (8) hoursandless than twelve (12) hours	15%
Greaterthantwelve(12) hoursandless than sixteen (16) hours	20%
Greaterthansixteen(16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

Contract Term and Modifications (All Service Requests)

Offerors submitting proposals for contracted service are requested to provide 36-month pricing. Contracts will include an option for annual voluntary renewals for up to 2 (two) 1 (one) year extensions when agreed to in writing by both parties. Offers that require an initial term of more than 36 months will not be considered.

All contracts must allow for bandwidth increases up to 10 Gbps throughout the term of the contract; increases in bandwidth during the contract period and/or optional renewal periods shall be considered modifications to the existing agreement, not new agreements, and thus do not extend the term of the contract.

All contracts must include a provision permitting early termination of circuits, with no penalty, should a location be closed by the Applicant. Additionally, if the Applicant opens a new location, the final agreement must include a provision permitting that site to be added at the existing MRC rate for the duration of the contract, with the Applicant paying for any one-time charges associated with adding the new site to the network.

No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate. Service providers proposing equipment whose prices may increase depending upon new U.S. government tariffs

imposed on imports are encouraged to (a) identify such products in their offers and (b) propose an acceptable methodology for limiting price adjustments over the life of the contract. Subject to contract restrictions, services may be reevaluated for cost-effectiveness at any time during the life of the agreement, including renewal periods.

E-rate Specific Considerations/Information

Per USAC E-rate rules, “cost of eligible services” will be the highest valued criterion in the evaluation process; however, other criteria with a lesser value may also be considered.

Service providers proposing to temporarily loan equipment for product demonstration and/or evaluation purposes are required to clearly state that such loans are of limited duration. Product demos extending beyond thirty (30) days must be explicitly authorized by both parties and provided at a fair market rate.

By submitting a proposal on the requested services herein, the vendor certifies that its equipment and services are compliant with the FCC’s recent Order (FCC 19-121) prohibiting the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain.

As required by E-rate rules, all proposals in response to this Form 470 must offer the Lowest Corresponding Price (LCP). See <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.

Additional Considerations/Information

Applicant reserves the right to award all, part or none of the services set forth in this procurement. This procurement in no manner obligates Applicant until a valid signed contract and/or valid Purchase Order is executed.

The applicant may in its sole discretion, extend the time for the submission of proposals upon a finding that it is in the interest of Applicant to do so. Such extensions shall be by addendum(s), which may be issued before the submission due date.

After final contract is negotiated, approved, and awarded, all proposal documents pertaining to this procurement will be open to the public, except for material which is proprietary or confidential. Applicant will not make public any pages of a proposal on which the Offeror has stamped or imprinted “Proprietary” or “Confidential” subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal. The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.

By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and Applicant that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to Applicant.

SMALL PURCHASING

Pursuant to written procedures not requiring competitive sealed bids or competitive negotiation, the School Board may enter into single or term contracts for goods and services other than professional services and nontransportation related construction if the aggregate or the sum of all phases is not expected to exceed \$200,000 and transportation-related construction if the aggregate or sum of all phases is not expected to exceed \$25,000. However, such small purchase procedures shall provide for competition wherever practicable. Such

small purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$ 80,000. Where small purchase procedures are adopted for construction, the procedures shall not waive compliance with the Uniform State Building Code.

Legal Refs.: Code of Virginia, 1950, as amended, §§ 2.2-4303, 22.1-68, 22.1-78.

Cross Ref.: DJF Purchasing Procedures