



Request for Proposal for Data Services

SUWANNEE COUNTY SCHOOL DISTRICT

RFP No: 760E-23A.4

RFP Posting Date: October 18, 2022
Questions Due By: November 1, 2022, at 3:00 PM PST
RFP Due Date By: November 15, 2022, at 01:00PM PST

In conformity with the Federal Communications Commission, Schools and Library Division (SLD), "Universal Service Fund" (a.k.a. "E-Rate funding) application process, Suwannee County School District, here after referred to as "Owner" is seeking proposals from qualified providers of **Data Services**.

Any and all updated project information, forms, including addenda, will be distributed through the project website, located at www.infinitycomm.com/projects & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services.

*****Vendors, subcontractors, and subcontractors who perform on-site activities are required to contact the awarding entity for current health and safety protocols. Including but not limited to COVID-19 vaccination requirements.*****

Scope of Work

The owner is seeking proposals for high-speed data services at 10Gbps, or higher. The successful Respondent will include in their bid price, at a minimum, the following:

1. The cost to provide the same quantity, speed, function, and services as the Owner's existing services, or equivalent.
2. The cost to retain and/or port all the Owner's existing data circuits, or equivalent.
3. The cost of all one-time connection and/or installation fees as necessary by the Respondent to provide their proposed service. In E-Rate, special construction refers to upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. If no new fiber is installed, then any installation costs are considered standard non-recurring costs (NRC). Applicant may seek funding for special construction charges relating to leased lit fiber, leased dark fiber, and self-provisioned fiber. Special construction charges eligible for Category One support consist of three components:
 - Construction of network facilities
 - Design and Engineering
 - Project Management

****Note**** The term "special construction" does not include network equipment necessary to light fiber, not the services necessary to maintain the fiber. Charges for network equipment and fiber maintenance are eligible for Category One support as separate services, but not as "special construction".

Leased Lit, Leased Dark, and Self-Provisioned Fiber can all include special construction, or one time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. All bid responses for solutions requiring special construction must only include capacity and special construction necessary to deliver service to the Owner. To the extent that the winning Respondent installs additional strands of fiber for future business ventures, the winning Respondent assumes full responsibility to ensure those costs are allocated out of the special construction charges to the Owner in accordance with FCC rules and orders. If, after the issuance of the Funding Commitment Decision Letter, the Universal Services Administration Company (USAC) or the FCC determines that the winning Respondent did not cost allocate those charges associated with the additional strands, the Owner will not be responsible for reimbursing the winning Respondent and the winning Respondent will assume all responsibility deemed ineligible by USAC.

Based on the bids and both a short-term and long-term cost effectiveness analysis, the Owner will determine which of the solutions is acceptable.



The Respondent shall supply an industry standard Service Level Agreement (SLA), to ensure the following objectives are maintained:

1. No other Respondents' customers will have any physical or logical access to the Owner's traffic/VLAN.
2. Network Availability: 99.99%
3. Packet Delivery Rate: 99.99%
4. Network Latency: 30ms, one way
5. Mean Repair Time: 4-hours, end to end, including local loop.
6. Circuit Monitoring: 24 hours a day, 7 days a week, 365 days a year.
7. Limit or Throttling: Service Provider cannot limit or throttle the capacity of the circuit at any time for any reason.

The RFP response shall include any/all costs associated with switching services from the Owner's present supplier. Response to this request is an acknowledgement of this requirement.

Additional Information

Respondent to provide pricing based on both a one (1) year term and three (3) year term.

MPLS Info w/ Bandwidth:10Gbps Circuit (Or Higher): From Suwannee County District Office: located @ 1729 SW Walker Ave., Suite 500, Live Oak, FL 32064 to Branford High School: located @ 405 Reynolds St. NE, Branford, FL 32008.

- The Owner is requesting (1) 10Gbps circuit connecting the two sites listed above. Owner currently receives (2) 10Gbps Circuits to connect the two sites listed above. Owner will accept proposals for a 10Gbps Circuit and/or Circuits, as long as the sites listed above are connected with a bandwidth of 10Gbps. Please see Suwannee CSD Topology attachment for further details.

Demarcation hand-off will be Single-Mode Fiber. The Respondent will provide and maintain all equipment necessary to provide the Owner with the specified handoff and type of service requested.

All solutions must terminate service or infrastructure in the demarcation point at the site addresses and MDF location specified in this RFP. Solutions bringing service to the property line but not the demarcation point are not acceptable. Respondent must specify the specific demarcation setup included in the base fees, e.g. wall mounted CPE and Single Mode fiber handoff.

E-Rate Requirements

The services requested in this RFP are dependent on funding from the E-Rate program. The Owner expects each Respondent to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-Rate program. For further information regarding the E-Rate program, please reference the USAC Schools and Libraries website at: www.universalservice.org/sli/

All contracts entered as a result of this RFP and the associated Form 470 will be contingent upon:

1. Funding approval by the SLD.
2. Approved funding amount equal to the funding amount as requested on the Form 471.
3. The Respondent providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in the RFP.
4. A certified Form 486 filed by the Owner and/or written "Notice to Proceed" from the Owner to the winning Respondent to initiate service. The Service Provider must contact the Owner prior to work proceeding.

Per the requirements of the E-Rate program, no billing and/or service may begin for this contract prior to July 1, 2023 and may not extend past June 30, 2024. Per E-Rate rules, applications will be submitted each year of multi-year contracts for funding consideration.

The Respondent is required to provide the Lowest Corresponding Price (LCP) for equipment and/or services as has been provided to other customer in the area. In the event of an audit and a rule violation pertaining to LCP, in regard to a service provider *not* providing the LCP, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide the LCP.



Invoicing

The Owner has the right to choose the type of invoicing method to pay for the services rendered. The Respondent acknowledges this right upon submission of a response to this request.

Service Provider Invoicing

The Owner's discount percentage rate, as determined on the Form 471, will be the maximum that the Owner is liable for. The Respondent will be responsible to invoice USAC for the remaining balance, when using the Service Provider Invoice (SPI) method, or Form 474. Prior to invoicing USAC for the service rendered, the Respondent agrees to provide the Owner a copy of the USAC invoice to verify that the service has been delivered and accepted by the Owner before the Respondent invoices USAC.

BEAR Invoice Method

When utilizing the BEAR method of invoicing, the Respondent will invoice the Owner for the entire amount of the service rendered. The Owner will invoice USAC for the discounted portion of the services provided.

Termination

The Owner reserves the right to terminate any contract and/or agreement with any Respondent, even the apparent winner, regardless of USAC's approval or denial of funding; any funding requested because of this RFP, prior to any work starting. The Owner reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Program Review

All E-Rate applications, including special construction, are subject to detailed questioning during Program Integrity Assurance (PIA) review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to complete the table in 'Appendix A'. Additionally, Respondents are required to submit the additional information described in 'Appendix A', as this information will be required in a PIA review. If Respondents do not submit the additional information as listed in 'Appendix A', the Respondents bid can be deemed non-responsive and excluded from the bid.

Bid Package Requirements

No bid will be accepted from, or contract awarded to a Respondent:

1. Who is not licensed in accordance with the law.
2. Does not hold a license qualifying them to perform work under this contract in the State of Florida.
3. Who does not hold a valid SPIN and is not in good standing with the FCC/USAC.
4. Who has not successfully performed one project of similar character and scope of the proposed work.
5. Does not provide all required documentation as required by this RFP.

All prospective Respondents wishing to provide a proposal for this RFP must submit their responses to ATTN: Tiffany Collins at the email or physical address listed below:

Email: ATTN: Tiffany Collins at p1bids@infinitycomm.com

Mailing Address:

Tiffany Collins
Infinity Communications and Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, CA 93312

Proposals will only be received until **November 15, 2022, at 01:00PM PST**. Proposals received after this time will not be considered for award. Respondents will provide the RFP number and bid time in the subject line of the email, or if responding by mail the RFP number and bid time on the lower left-hand corner of the response envelope.

Due to the inconsistency and unreliability of physical delivery services, it is highly recommended that all responses be sent via email. Email responses are limited to 15Mb in size and must be in PDF format. Infinity will send a receipt of submission as part of the RFP process. If a receipt is not received within 24-hours of submission, please contact Infinity within 24 hours at p1bids@infinitycomm.com.



Responses received after the appointed date and time will be subject the owners Right to Reject any and all proposals.

All inquiries for this RFP will be directed to **Tiffany Collins** at **p1bids@infinitycomm.com**. The deadline for all questions regarding this RFP will be **November 1, 2022, at 3:00 PM PST**.

All Respondents are required to provide the following information. Failure to provide the following information can result in the Respondent's proposal being deemed non-responsive and removed from consideration by the Owner.

1. **Itemized Bid Price Sheet** – All proposed prices provided by the Respondent will be itemized, per the requirements of the E-Rate program. Respondents will provide itemized cost for a minimum of the following: eligible services/equipment, ineligible services/equipment, one-time costs breakdown, installation costs, any fixed costs, E-Rate eligible itemized tax and surcharges descriptions breakdown with cost, and utilization costs (such as cost per increment). Respondent will include in their bid response all monthly unit pricing for each component of this system.
2. **Service Agreement** – Along with the Respondent's proposal, it is **REQUIRED** that the Respondent include a copy of their multi-year service agreement, when applicable. Upon review of all proposals, the Owner will sign, date, and return the successful Respondents agreement.
3. **Respondent Information** – Respondent will provide in their proposal package documentation that details the following: firm name, business address, phone and fax numbers and a brief overview of the Respondent's organization, a brief history of the firm, a primary contact person to support the contract(s), and the Respondents SPIN. Respondents' information shall not exceed 3 pages in length.
4. **General Acknowledgement** – Respondents shall provide an executed copy of the provided form acknowledging the RFP requirements.
5. **List of References** – Respondent will include a minimum of three (3) client references. References will include Contact Name, Organization Name, and Contact telephone and email information. References must be from winning proposals within the last three calendar years.
6. **Respondent Qualifications** – Respondent will provide in their proposal package sufficient documentation that demonstrates the Respondent's ability to provide the services as required in this RFP.
7. **Implementation Plan** – Respondent will provide an implementation plan, if applicable, that details: the process for Respondent, system cut-over (including a schedule), and contact information for the Service and/or Installation Managers that will be responsible for this project. Provide any specific or required dialing codes that would be necessary for your solution.

In the event the incumbent does not respond with a quote, the Owner will use the incumbent service providers current pricing as their proposal.

Contract Requirements

The owner intends to use the Respondents supplied Service Agreement to formalize any contractual relationship that results from this RFP. However, the following provisions **must** be specifically included in the Respondents supplied agreement for the Respondent's proposal to be considered responsive. Failure to include any of these provisions shall result in the Respondent's proposal being determined Non-Responsive, and no further evaluation of the proposal will be considered.

Terms and Conditions

Proposal contracts shall be based on a one (1) year term with four (4) one (1) year extensions. The initial one (1) year term shall start July 1, 2023 and end June 30, 2024. The Owner reserves the option to extend this contract for a period of four (4) one (1) year extensions through June 30, 2028, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

Service "Growth Clause"

Growth Services may or may not be requested by the Owner during the contract term. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of 15Gbps and 20Gbps. Respondent shall include growth bandwidth and growth pricing in the contract for any potential upgrades.



Bid Evaluation

The Owner will evaluate and select the winning proposal based on the following criteria.

1. **Price (30%)** – The price of eligible goods and services will be the highest weighted factor. The Owner will evaluate price based ONLY on the eligible monthly and eligible “one-time” costs. E-Rate ineligible items must be provided on a separate rate sheet that will not be a part of this evaluation.
2. **Experience (25%)** – The Owner will evaluate prospective Respondent's experience based on, but not limited to, the Respondents ability to successfully provide the requested service(s), and prior history with the Owner. This may generate positive or negative as a result. A neutral finding will provide all Respondents the same score.
3. **Accuracy of Response (20%)** – The Owner will evaluate the prospective Respondents proposal response for, but not limited to, completeness of proposal package, Service Agreement, amendments and/or exceptions to the requested service(s).
4. **Qualifications (15%)** – The Owner will evaluate the prospective Respondents qualifications based on, but not limited to, technical expertise and service coverage and the number of projects successfully completed by the Respondent providing the same type and scope of the requested services.
5. **Service Level Agreement (5%)** – The Respondent will include a signed and dated copy of their multi-year Service Agreement (contract and service level agreement) with the proposal. Upon review and evaluation of all proposals, the Owner will sign, date, and return the successful Respondents agreement(s). The Service Level Agreement shall include reference to the RFP number in which a response is provided.
6. **Other Cost Factors (5%)** – The Owner will take into consideration all of the non-E-Rate costs, including, but not limited to, ineligible one time or recurring charges, equipment, etc.

Protests

In order to be considered, written protests containing the proposal number must be submitted in accordance with the Owner's Board of Education Policy for protests. Protests must be made on the following grounds to be considered:

1. Owner failed to follow the selection procedures and adhere to the requirements specified in this RFP or any amendments hereto, or
2. A Conflict of Interest
3. State and/or Federal law has been violated.

Respondent Selection/Contract Award

The Owner reserves the right to make the award to the Respondent who submits the proposal which meets the requirements, set forth herein and best meets the needs of the Owner after taking into consideration all of the aforementioned factors. The Owner also reserves the right to select portions of a proposal, or to reject any and all proposals.

Failure to Provide Service

If the selected vendor is unable to provide the service for which they are contracted to provide, the awarded service provider agrees to financial compensation to the Owner to move to the next qualified Respondent. Financial compensation will be equal to, but not more than the difference in cost between the awarded service provider and the next most qualified provider.

Right to Reject Any and All Proposals

The governing Board of the Owner reserves the right to accept or reject any or all proposals in whole or in part or waive any irregularities in any proposal received. The Owner shall be the sole judge of the competency and responsibility of the Respondent. The submission of a proposal by a Respondent is acknowledgement of this right.



GENERAL ACKNOWLEDGEMENT FORM

Project #: 760E-23A.4
Owner: Suwannee County School District

The following documents shall be submitted with the proposal:

1. Itemized Bid Price Sheet
2. Service Agreement
3. Respondent Information
4. General Acknowledgement
5. List of References
6. Respondent Qualifications
7. Implementation Plan (if applicable)

Pursuant to and in compliance with the published RFP and related documents, the undersigned Respondent, having familiarized himself/herself with the terms of the RFP, the conditions affecting the performance of the RFP, the cost of the work at the place where the work is to be done, and other Documents, proposes and agrees to perform, within the time stipulated, including all of its required services, and everything required to be performed, and to provide and furnish any and all of the professional services, applicable taxes, utility, and transportation services necessary to perform the requested contract and complete in a workmanlike manner all of the work required in connection with the RFP Documents, including Addendum No.'s _____, _____, _____, _____, _____, _____, _____. Copies of Addenda are obtainable at the office of the owners' representative (Infinity Communications).

The Respondent agrees that at the time of request, he/she will provide a signed copy of the Respondent's Service Agreement within (48) forty-eight hours.

The Respondent agrees that pricing provided within proposal and/or contract are true and correct. The responding service provider is required to provide the lowest corresponding price for equipment and/or services as has been provided to other customers in the area. In the event of an audit and a rule violation pertaining to Lowest Corresponding Price regarding a service provider not providing the lowest corresponding price, any funds that are requested to be returned to compensate the difference or any rule violation will be the responsibility of the service provider that has failed to provide LCP.

The Respondent understands that the withdrawal period for this RFP is (30) thirty days from the day of bid/proposal due date.

The Respondent has carefully examined the RFP and related documents to the fullest that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the Respondent, if awarded the contract, on the date to be stated in the OWNER'S notification and that the scope of work for this bid as stated above shall be completed as noted in the RFP.

NAME OF RESPONDENT:
ALL PARTNERS OR LEGAL NAME
OF CORPORATION

(TYPE OR PRINT)

AUTHORIZED CONTACT:

BUSINESS ADDRESS:

(TYPE OR PRINT)

TELEPHONE:

EMAIL:

BY:

(SIGNATURE IN INK)

(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

SERVICE PROVIDER IDENTIFICATION NUMBER:

DATE:

Appendix A: Special Construction Cost Breakdown

Owner: Suwannee County School District
Project #: 760E-23A.4

Respondent is required to provide the breakdown shown below for all proposals containing special construction. If additional lines are required, submit additional pages as required.

Location	Strand Count	Segment Mileage	Total Segment Cost	Eligible Cost	Ineligible Cost
Total project mileage and costs					

When special construction is required, the following information must also be provided with the proposal. Failure to include the required documents will result in a determination of Non-Responsive for the Respondent.

1. Special Construction Cost Breakdown Sheet
2. Route map of all build segments in KMZ or KML format.
3. Explanation of alternative routes that were explored and why the chosen route is the most cost effective.
4. Explanation of special materials and procedures required that may have increased construction costs, such as.
 - a. Historical preservation or environmental issues
 - b. Bridge, waterway, railway, or highway crossings
 - c. Galvanized conduit
 - d. Directional boring through hard rock or under a paved surface
 - e. An excessive number of handholes, marker posts, or other OSP materials
 - f. Expensive pole attachment fees or make ready costs.



End of RFP