



Decatur County School System

REQUEST FOR PROPOSALS
For
District firewall, WAN Service and Internet Access

E-Rate Funding Year 2023-24

Released on:
December 13, 2022

Proposals Deadline:
January 11, 2023 at 2:00 PM EST

For all questions about this RFP contact:
Jason Logue, Director of Technology
jlogue@dcboe.com

All correspondence must be in writing.

1. INTRODUCTION

The Decatur County School System (DCSS) is requesting proposals for services to provide a high-speed **Wide Area Network (WAN)** solution that will allow for reliable transmission of data and video. Decatur County School System is seeking managed fiber optic network services that will connect all school sites to the Jones-Wheat main data closet. This service will use fiber optic cables and provide the defined bandwidth and Internet connection for each location to the Jones-Wheat Data Center. The service provider will hand-off a defined location connection between each school site and the Jones-Wheat Data Center, including at a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the Jones-Wheat District Data Center and each remote site utilizing TCP/IP protocols and full duplex operation (bidirectional connections). A list of entities and addresses is provided in Attachment A.

Decatur County School System is soliciting qualified E-Rate telecommunications service providers to bid on WAN services and to include a list of (including, but not limited to) any equipment or associated termination equipment as required (i.e. router). In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded service provider with no option for transfer of ownership to the District. The make and model of equipment must be included in the proposal. **This is a turnkey project. The Internet Access must be bundled with the Wide-Area Network Proposal.** Proposals which do not include bundled WAN services with Internet Access will not be considered. Since this is a bundled WAN and Internet Access, vendors **MUST** be qualified as a CLEC and/or ILEC provider in the State of Georgia. This District is seeking bids on a minimum of 5 Gbps Internet Access.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and may or may not be undertaken at the sole discretion of DECATUR COUNTY SCHOOL SYSTEM.

DCSS is required to post both this RFP and Form 470 on the USAC EPC Portal site. Questions and responses will be posted on the district's website and the EPC portal site. In the event that there is a discrepancy between in documentation posted in multiple locations, the controlling (master) document will always be located at: <https://go.dcboe.com/rfp>

2. SCOPE OF WORK

Firewall

- Basic Firewall protection and
- Provide licensing for the device configuration via cloud interface for the security device for the maximum allowable licensing period available via E-rate rules.
- Provide network integration (10G Transceiver models) support to ensure a turn-key WLAN/LAN environment district wide.
- Delivery of each component to its designated secured location.
- Staging and configuration of the specified equipment to the local area and wide area networks using district provided configuration information.
- Onsite configuration and test to work system.

- Install the specified network electronics equipment.
- Perform configuration for the site.
- Perform power on system test.
- Establish switching across the local WAN and LAN and setup established VLAN traffic.
- Perform a verification of network connection.
- Verify access to the Internet at 5 Gbps access rate.
- Document, in the site network installation document, all part numbers, quantities, and serial numbers of network electronics being installed.

All equipment included in vendor's proposal must be new equipment purchased from an authorized reseller. No grey market, third party, or used equipment will be considered. Prices quoted shall be an all-inclusive solution including all applicable taxes, shipping costs, installation of equipment, configuration of equipment, any necessary training, technical support and integration with the existing network where necessary.

The Firewall and the resulting WAN/LAN must be fully CIPA, COPPA, HIPPA and PCI compliant capable.

Final authorization by Decatur County School System for the purchase of any or all goods or services, WILL be contingent upon the award of funding (a funding commitment decision letter) from the Schools and Libraries Division of USAC for the 2023-2024 E-Rate Funding Year. This RFP will automatically become part of any contract awarded to a vendor. The total dollar amount shown on responses should be the amount of responsibility to the district (non-discounted portion), denoting the subtracted E-rate discounts the vendor is responsible for collecting. Decatur County School System will only accept discounts on invoices; therefore, the winning Bidder will file an FCC Form 474 (SPI Form) to request payment of the discount amount for eligible services after billing the applicant for the non-discount share of the cost of those services. The Bidder shall itemize the cost of E-Rate eligible and ineligible items and will forward copies of all invoices to School.

WAN / Internet Access

The installation of secure and dedicated fiber optic connecting the Jones-Wheat Data Center to 7 other sites as described below.

- The fiber shall connect the Jones-Wheat Data Center, the Central Office and each of the DISTRICT schools and remote sites.
- Fiber optics shall connect all sites. Each site connection is described later.
- The service provider is responsible to obtain all necessary right of ways necessary to this project.
- During the term of this contract, any changes in the routing of the fiber cable due other entities holding access restrictions to cabling pathways or routes, infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.), utility company changes (pole relocation, etc.), or other changes impacting the routing of cabling between sites and the district office will be the sole responsibility of the service provider at no expense to the District.

- The WAN will be maintained by the service provider. In the event of loss of communication to any site, repairs shall start within 3 hours of the service outage. Except for those agreed-upon on the final negotiated contract between the District and the service provider, outages lasting longer than 24 hours shall be subject to liquidated damages agreed-upon in the final negotiated contract.
- The District is requesting proposals with a five-year term. However, alternative proposals of a shorter duration will be considered only if submitted with the required five-year plan. Future contracts and/or renewals will be at the discretion of the DISTRICT.
- The District will only be invoiced for non-discounted portions of costs net of E-Rate.
- Vendor must provide one primary contact number for all billing inquiries.
- Data transmission between campuses must allow for QOS and support current district VLANs.
- List of any equipment included in this request that will be owned and maintained by the awarded service provider. The make and model of equipment must be included in the proposal (i.e. router)

3. PRICING

Please provide **WAN / INTERNET ACCESS** installation (one time) and monthly (ongoing) cost and any associated taxes proposals for this **3 year project**:

WAN:

- 1 - 20 Gbps fiber optic (Ethernet capable) connectivity to the Jones-Wheat Data Center
- 1 - 20 Gbps fiber optic (Ethernet capable) connectivity from the Jones-Wheat Data Center and to Bainbridge High School.
- 1 - 20 Gbps fiber optic (Ethernet capable) connectivity from the Jones-Wheat Data Center and to Bainbridge Middle School.
- 1 - 20 Gbps fiber optic (Ethernet capable) connectivity from the Jones-Wheat Data Center and to Hutto Elementary School.
- 1 - 20 Gbps fiber optic (Ethernet capable) connectivity from the Jones-Wheat Data Center and to Central Office.
- 1 - 20 Gbps fiber optic (Ethernet capable) connectivity from the Jones-Wheat Data Center and to West Bainbridge Primary.
- 1 – 20 Gbps fiber optic (Ethernet capable) connectivity from the Jones-Wheat Data Center and to New Beginnings Learning Center.
- 1 - 1 Gbps fiber optic (Ethernet capable) connectivity from the Jones-Wheat Data Center and to Centennial Field.

INTERNET ACCESS:

- 5 Gbps Internet Access distributed among all sites.

Proposal pricing must include all fees, taxes, licenses of any nature.

4. ESTIMATED TIMELINE AND NETWORK DIAGRAM

Include an estimated timeline for this project. Decatur County School System is applying for funding to begin on July 1, 2023. A network diagram showing the connectivity to each site and termination to the Jones-Wheat Data Center must be included.

5. HOLD HARMLESS CLAUSE

The successful bidder agrees to indemnify, defend and save harmless Decatur County School System, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it’s officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder’s agents, employees or subcontractor’s performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

6. BID SCALE

Decatur County School System will utilize, but is not limited to, the following criteria in reviewing and scoring the bids:

- 1. Price
- 2. References
- 3. Bid Scale

Factor	Weight
Price	30%
Single Vendor Turnkey Ability	25%
Prior E-RATE experience with district	20%
In Area Engineer (within 2hr on site response time)	15%
Technical Qualifications	10%
Total	100%

Rejection of Proposals/Cancellation of RFP

The District reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the District. It is also within the right of the District to reject proposals **that do not contain all elements and information requested in this document.** The

District reserves the right to cancel this RFP at any time. The District will not be liable for any cost/losses incurred by the Offerors throughout this process.

7. PROPOSAL SUBMISSION

Company Information

All proposals must include a company profile with the following elements:

- Company SPIN Number
- Company history
- Client list of ALL schools in Georgia the company is currently providing Fiber WAN and Internet Access services
- Contact information of a least one school or district employee at each site listed with knowledge of the service level being provided (WAN and or Internet only)
- References (minimum of four current clients currently receiving WAN and/or Internet Access) with WAN or Internet Access services
- Proof of The vendor must have liability insurance of General Aggregate Liability of \$2,000,000 and Personal Injury of \$1,000,000.00. Proof of coverage must be included with the bid.

All proposals packages and/or mailers must be identified as:

RFP ERATE WAN & Internet Access

The contents of the package will include:

- Company information as described above
- Technical Proposal, addressing all requirements in Section 2
- Financial Proposal, with pricing as indicated in Section 3
- E-Rate Supplemental Terms and Conditions (Appendix A)
- Certificate Regarding Debarment, Suspension, Ineligibility (Appendix B)
- E-Rate Certification (Appendix C)
- Vendor Affidavit (Appendix D)
- Any Contract Exceptions (Appendix E)

All proposals are due by January 11, 2023 at 2:00 PM and must be sent through US Postal mail or sealed hand delivered to the address below. Neither fax nor email bids will be accepted.

**Decatur County School System
Attention: Jason Logue
ERATE WAN & Internet Access
1417 Dothan Road
Bainbridge, GA 39817**

Attachment A Locations

Location	Address	Latitude, Longitude
Bainbridge High School *	One Bearcat Blvd Bainbridge, GA 39819	30.8861303, -84.4811587
Bainbridge Middle School *	1301 E. College St Bainbridge GA 39819	30.8982743, -84.556373
Central Office	1417 Dothan Road Bainbridge, GA 39817	30.916249, -84.594105
Centennial Field	720 E Louise St Bainbridge, GA 39819	30.892916, -84.569550
Hutto Elementary School *	1201 Martin Luther King Jr. Dr. Bainbridge, GA 39817	30.9085499, -84.5594489
Jones-Wheat Primary School *	1400 East Broughton Street Bainbridge, GA 39817	30.9047681, -84.5554191
New Beginnings Learning Center *	725 Potter Street Bainbridge, GA 39817	30.899559, -84.574099
West Bainbridge Primary School *	915 Zorn Road Bainbridge, GA 39817	30.9324394, -84.6153916

* Denotes instructional facility

Appendix A

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1. E-RATE CONTINGENCY

The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2. SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number).
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted.
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive.
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the**

District a completed detailed bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A completed copy (using USAC’s approved template) of the required Item 21 attachment must be emailed to jlogue@dcboe.com. Instructions for completing the Item 21 and the Item 21 template can be found on the USAC website: <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>

- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP").

3. **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. This offer is in full compliance with USAC’s Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>

There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4. **STARTING SERVICES/ADVANCE INSTALLATION**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Data Transmission Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

5. **INVOICING**

- a. The Service Provider agrees to bill and receive a portion of the payment for the

provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, The District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6. **FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7. **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____
(Service Provider Name), hereby certify that I have read the E-rate Supplemental
Terms and Conditions, am fully compliant and intend to cooperate with the E-rate
process as outlined above.

Signature _____

Title _____

Phone _____

Email _____

Appendix B

Certificate Regarding Debarment, Suspension, Ineligibility

The Decatur County School District is a recipient of Federal monies. As such we require that participating vendors not be debarred, suspended, ineligible or excluded from doing business with the Federal government or any agency thereof.

The prospective participant certifies, by submission of the proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any Federal department or agency.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Notary

Date

Appendix C

E-RATE CERTIFICATION

I, _____, certify that _____, is a
(Print or Type Name) (Company Name)

Service Provider as defined by the E-Rate Program and has not been suspended or disbarred from participating by the Federal Communications Commission. Our SPIN # is _____, and
(Type Service Provider ID)

we have operated under this SPIN for _____ years.
(number)

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Item 25 Selective Review, or Audit performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet the any response deadlines;
2. In the event an appeal is necessary, all the information necessary to complete the appeal will be furnished completely and in a timely manner to the Decatur County School System, it's attorney(s) or authorized agent;
3. Any contract awarded based upon RFP#23-020 in contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event that partial funding or no funding is granted, the Decatur County School System reserves the right to cancel the contract in whole or in part;
4. The Decatur County School System will be invoiced for the only the matching funds portion, and it our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining "non-discount" portion. This billing method is known as the SPI (Service Provider Invoice) method;
5. In the event the Decatur County School System wishes to perform a SPIN change, as afforded by the COPAN decision, permission will be granted within the contracted terms, provided 14 days prior written notice is given.

(Original Signature in Blue or Black Ink)

(Today's Date)

(Print or Type Name)

(Title)

Appendix D
Vendor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned Vendor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Decatur County School District has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Vendor will continue to use the federal work authorization program throughout the contract period and the undersigned Vendor will contract for services in satisfaction of such contract only with sub-Vendors who present an affidavit to the Vendor with the information required by O.C.G.A. § 13-10-91(b). Vendor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization
User Identification Number

Date of Authorization

Name of Vendor

Name of Project

Decatur County School District

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 2022 in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2022.

NOTARY PUBLIC

My Commission Expires: _____

Appendix E
CONTRACT FOR District firewall, Wide-Area Network and Internet Access
FOR E-RATE YEAR 2023

The Decatur County School System ("The District") and (insert vendor name) ("Service Provider") sign this document for the purchase of eligible services as described on the attachment to this letter as part of the E-Rate Year 2023 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- I) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- II) Our formal acceptance of the USAC approved funding;
- III) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2023 and shall terminate on June 30, 2028 for recurring services. Total costs of the goods and services shall not exceed \$ (enter FRN amount) (SLD Pre-Discounted Amount).

Decatur County School District

Service Provider

Name

Name

Title

Title

Signature

Signature

Date

Date