

# REQUEST FOR PROPOSAL (RFP) for Clay Community Schools Internet Access

**School Corporation: Clay Community Schools**

**470 #:**

Clay Community Schools ("CCS" or The "Applicant") seeks Internet Access and Data Transmission Services. We seek a multipath and independent fiber connection with symmetrical bandwidth at 6 Gbps scalable to 20 Gbps with guaranteed throughput to the Applicant's head-end located at Technology Office, 501 East Jackson Street, Brazil, IN beginning July 1, 2024. Please provide ladder pricing in all bids and contracts. Bidders are advised that this project will be contingent upon the successful obtaining of E-Rate funding, and the contract agreement between the Applicant and the selected vendor must recognize that contingency.

The Applicant seeks a three-year contract with up to two voluntary one-year extensions; other terms will be considered. All cost proposals must reflect the LCP (Lowest Corresponding Price), GSA pricing, and any available governmental unit discounts including existing state purchasing agreements or contracts. Any proposal referencing an existing state purchasing agreement or contract must include that information in the proposal. Bid prices must be complete for the services proposed and shall include all associated costs, even if the amounts are estimates based upon current applicable taxes, surcharges, or fees. The Applicant requests that the selected vendor be willing to utilize the E-Rate SPI form of invoicing (discounted invoices).

We will require optional pricing for up to 3 class C Blocks public IPv4 addresses and pricing for IPV6/118. Please provide individual or block pricing for additional addresses to account for potential growth during the term of the contract. You may also provide optional pricing for the technical equivalent number of IPV6 addresses

Your proposal must include any service provider owned onsite equipment necessary to hand off service to the Applicant's head-end equipment, and you should describe your proposed hand-off as part of your response. (The Applicant requests fiber handoffs.)

Each respondent must provide a proposed Service Level Agreement (SLA) with their response. The proposed SLA must include a description of the services provided, and where applicable, describe how these services will be measured. At a minimum, the SLA should describe that the vendor will make all reasonable efforts to ensure 99.99% network availability of each circuit, and it should provide frame/packet loss, network latency, and network jitter commitments. Additionally, each SLA should describe 24x7x365 trouble-reporting procedures, offer commitments with regard to the time to repair outages, and describe provisions offered in the event of chronic trouble. The services described in the SLA shall be maintained to the specifications of these commitments throughout the term of the contract, and the selected vendor shall remediate any deficiencies at no cost to the Applicant. Additional features, such as resiliency, basic firewall service, and DDoS protection, should also be described.

If there are any separate installation or special construction costs necessary to bring a service to our head-end, the cost proposal must clearly describe those costs separately from monthly recurring costs, and the service provider must be prepared to assist with any USAC review questions concerning those costs. We may request that the undiscounted portion of any upfront, nonrecurring costs be paid in installments as allowed by Section II.A.2. of FCC 14-189 (AKA the Second E-Rate Modernization Order). *However, please note that the District prefers a fixed monthly recurring charge with no separate up-front installation or construction costs.*

## Questions

No informational meetings or building visits will be scheduled. Any questions related to the technical aspects of this document should be directed to William Milner, Technology Director at Email: [erate@clay.k12.in.us](mailto:erate@clay.k12.in.us), no later than 3 PM local time on Thursday, December 14, 2023. Answers to any written questions or any additional information, revisions, or clarifications to the RFP will be provided on the CCS website: <http://www.clay.k12.in.us/rfp>. It is the sole responsibility of the Service Provider to check for any addenda that may be issued.

## Compliance with Specifications

By submitting a proposal, the Service Provider certifies that it has read and agrees to the following terms and conditions. Failure to meet any requirement outlined herein is adequate cause to reject your proposal.

- The Service Provider has clearly listed any exceptions to any requirements or conditions set forth in this RFP with which it is unable or unwilling to comply and has included all relevant standard or additional contract terms and conditions with its proposal. Such exceptions, terms, and conditions must be set forth with specificity and may not be incorporated by reference.
- The Service Provider agrees that the final contract shall incorporate and not override any terms or conditions set forth in this RFP, minus any agreed-upon exceptions, and that the RFP will be incorporated into the final contract.
- The Service Provider agrees to follow and abide by the rules of the E-Rate program as promulgated by USAC and the FCC and certifies that it has not been suspended, debarred, or placed on Red Light Status within the prior three years. Service Provider further agrees that any costs not funded by the E-rate Program due to Service Provider violations of Program rules will be the sole responsibility of the Service Provider.

## Response Format

All bids must include the following information:

1. A description of services to be provided with detailed information regarding any required construction, including a timeline for completion of every phase of work necessary to demonstrate service delivery by July 1, 2024.
2. Complete pricing for the services described herein. Your proposal must clearly indicate non-recurring costs, recurring costs, and fees for the service being proposed, for each service tier. If your proposed agreement has a built in "price escalator" clause, that escalator must be detailed within your bid response (not merely mentioned in your sample agreement).
3. Proposed Service Level Agreement.
4. Three (3) reference sites where your company has performed a similar service, including business name, contact name and contact information. It is preferable that at least one reference should be for a school district of similar size within 100 miles of the Applicant.
5. Your E-Rate SPIN Number. (You must have a current SPAC form on file with USAC.
6. A ready-to-execute contract which includes the proposal requirements and the E-Rate contingencies outlined herein. (Failure to provide a contract in a timely fashion may be considered grounds for disqualification.)

The District's review of information will be primarily focused on the substance of the details provided in response to the requirements herein including but not limited to pricing and terms, technical details, SLA, experience and references, and compliance with the requirements laid out in this document.

**Proposal Delivery**

CCS reserves the right to reject each and every bid, and to waive informalities, irregularities, and errors in the bidding to the extent permitted by law. This includes the right to extend the date and time for receipt of bids. In the event that a responsible bid is not received or if it is determined that the low bid received is too high, the bid received will be rejected and the project will be cancelled or re-bid.

**DUE DATE**

Proposals will be received in the Clay Community School Administration Building at the following address 1013 North Forest Avenue Brazil, IN 47834 until 3:00 p.m. EST, on Monday, January 15, 2024. The School Corporation Board of Education reserves the right to reject any or all proposals. The Board of School Trustees or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the School Corporation. The exercise of this discretion will be final.