

**Bid submissions are due no later than 2 pm EST, March 9, 2020.  
Submit sealed bids (1 original, 1 copy) to 85 Mountain Street, Asheville NC 28801.**

# **Maintenance Facility Data Connection Request for Proposal**

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## **Overview**

### **Purpose**

Asheville City Schools (ACS) is seeking proposals for a dedicated data connection between the network core at 85 Mountain Street, Asheville NC 28801 and the Maintenance Facility at 100 Westside Drive, Asheville NC 28806. Asheville City Schools will select the service offering that will be the most cost-effective means of meeting our educational needs and technology goals. This Request for Proposals (RFP) details the technical and operational requirements for the data connection, states the instructions for submitting proposals, the criteria by which a Service Provider may be selected, and the contractual terms by which ACS intends to govern the relationship between it and the selected Service Provider.

### **Definition of Parties**

Asheville City Schools will hereinafter be referred to as the "School District" or "ACS". Respondents to the RFP shall be referred to as "Service Provider(s)".

## Universal Service (E-Rate) Requirements:

To warrant consideration for an award of contract resulting from this Request for Proposal, Service Providers must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Service Providers acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, Service Providers must comply with the following:

### o USF Knowledge

Service Provider shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-rate”).

### o USF Registration

Service Provider shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

### o USF Participation

Service Provider shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Service Provider’s services. Service Provider shall submit the required annual certification(s).

### o USF “Red Light” Designation

In the event Service Provider is subject to “Red Light” by the FCC, Service Provider agrees to provide discounted service to the District at the district discount rate.

### o USF Documentation

Service Provider shall provide to District staff within a commercially reasonable period of time, all of the information and documentation that the Service Provider has or that Service Provider reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.

### o Invoicing Procedures

Service Provider shall list charges by site on monthly invoices. Service Provider shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Service Provider must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)
- Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Service Provider’s letterhead or on a Service Provider-generated form

- District's Billed Entity Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

**o Service Provider Invoice Process**

- **Invoicing**

Within fourteen (14) days from the date that Service Provider delivers to the District, E-rate approved services, when delivery of such services triggers a payment obligation under Service Provider's contract with the District, Service Provider must invoice the District for its share of the pre-discount cost of those services.

- **Timely Filing**

Service Provider shall be solely responsible for timely filing invoices with USAC. Accordingly Service Provider understands and agrees that District will NOT be liable to Service Provider and Service Provider shall have no recourse against the District for any discounted amount that Service Provider submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

- **Invoice Rejection**

Service Provider understands and agrees that District shall not be liable to Service Provider and Service Provider shall have no recourse against the District for any discounted amount that Service Provider submits to USAC for payment if Service Provider is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Service Provider and Service Provider shall have no recourse against the District for the amount at issue until both the District and the Service Provider have exhausted their administrative remedies of appeal to USAC and/or the FCC.

- **Invoice Format**

The Service Provider shall itemize, price, and invoice separately any materials, services or special construction costs that are ineligible for E-rate funding. Service Provider invoices shall clearly indicate the amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to ACS (non-discounted amount of eligible charges). The Service Provider is to present any one-time costs clearly indicating eligible and ineligible costs associated with the bid.

- **District Approval**

In the event there are ACS budget restraints, or the E-rate program is cancelled, Asheville City Schools reserves the right to renegotiate costs with the selected Service Providers. This may also include not accepting bids, cancelling services and/or scaling back on bandwidth/services. Billable services approved for funding year shall not begin until July 1, 2020.

# Information for Service Providers

## Submission of Proposal:

Asheville City Schools will receive sealed proposals at 85 Mountain Street, Asheville NC 28801. Proposals shall be organized into the following sections:

- Table of Contents with page numbers
- Company brief including vendor USFSPIN and FCC RN numbers and most recent SPAC filing date
- Summary
- Proposed configurations and costs, including any construction and installation costs
- Hardware and Software specifications where appropriate
- Installation, if applicable
- List of references/customers and contact information
- Addendum, if needed

## Term of Contract

The term of the contract between ACS and the selected service provider will be one five year term, beginning July 1 2020, with an option to renew for up to five additional one year periods.

## North Carolina General Contract Term and Conditions

All proposals shall be subject to all North Carolina procurement rules.

## District Conditions

The District reserves the right to accept or reject any and all proposals and to waive any minor discrepancies or technicalities in the proposal or specifications, or in the event that the Universal Service Funding, which is required to complete this project fails, or when deemed to be in the best interest of the District.

## Bid timeline and submissions

- The deadline to submit technical questions is February 17, 5pm, and should be submitted via email to [matt.whiteside@asheville.k12.nc.us](mailto:matt.whiteside@asheville.k12.nc.us),
- Responses to technical questions will be posted at <https://www.ashevillecityschools.net/Page/5142> by 5 pm February 19
- Bid submissions are due no later than 2 pm EST, March 9, 2020.
- Submit sealed bids (1 original, 1 copy) to 85 Mountain Street, Asheville NC 28801 to the attention of Sabrina Harris.
- Public opening at 2:05 pm March 9, 2020 at 85 Mountain Street, Asheville, NC, 28801.
- Selection of finalists and vendor notification: Thursday, March 12, 2020.
- Contract signed Tuesday, March 17, 2020.

## Bid analysis

The Service Provider shall guarantee that the cost quotes are all-inclusive. E-rate rules require that the price of “E-rate eligible” goods and services be given the highest weight of any criterion used. The price of eligible goods and services does not necessarily have the majority of the weight, but shall have more weight than any other single criterion. The following criteria will be used during the evaluation process:

- Price of eligible services
- Other cost factors including price of ineligible goods and services
- Construction costs and installation costs
- Prior experience including past performance
- Personnel qualifications including technical excellence
- Management capability including schedule compliance
- Service Level Agreement

### **Schedule Completion**

ACS use of the network connection will begin July 1, 2020 with expectations for all construction and all implementation to be completed by July 1, 2020. If the Service Provider does not provide service beginning July 1, service will continue with the incumbent provider and the costs associated with such month to month service will be the responsibility of the Service Provider.

### **Understanding**

By submitting a response to the RFP, the service provider acknowledges and agrees that:

1. The RFP is understood and the service provider is fully informed of the intent of the RFP and the completeness and quality of the products, materials, and services sought.
2. The service provider’s response will constitute an offer to be selected as a pre-qualified provider of ACS technology standards.
3. The RFP and response will be incorporated into and made a part of any subsequent award of contract to provide, install, and maintain the proposed high-bandwidth solution.

### **General**

The Service Provider shall provide an executive overview of the RFP response, which includes a brief summary of the service provider’s history with the technology proposed, including the products and components that comprise the systems. The service provider should highlight any major features, functions, or areas of support that the service provider feels would bear weight on evaluation.

### **Bandwidth Migration**

As mentioned previously in this document, ACS desires a flexible and easily scalable network to meet ever changing needs. To demonstrate this ability, the service provider should provide the estimated time frame and associated costs to move from one bandwidth option to another on the ACS production network. Any addendum to the contract for upgrades or an addition of a new site shall be coterminous with the original contract.

### **Service Levels**

The service provider will provide the historical uptime percentage to the nearest thousandth of a percent (i.e. 99.999%) for their services offering. The service provider is to provide in specific detail the mechanisms in place to provide Quality of Service (QOS) in their service offerings including, but not limited to, packet prioritization, port prioritization speed, levels of QOS provisioning, etc.

### **Service Level Agreement (SLA)**

ACS requires the service provider's SLA to include credits to be offered to ACS in the event of extended outages due to events or issues on the provider's core network. ACS defines extended outages as anything beyond four (4) hours. The credit should be commensurate with the duration of the outage. Notification of any planned service outages shall occur at least 3 business days in advance.

### **Security**

The service provider will describe any and all mechanisms in place to ensure the security of ACS data traffic on the service provider's proposed network.

### **Scalability**

The service provider will provide in specific detail the mechanisms deployed to ensure scalability of their network for ACS. The service provider will describe the means by which ACS may increase bandwidth to selected sites, add additional levels of QOS for newly implemented services, and/or other reasonable upgrade requests.

### **Permits**

The service provider shall secure any and all permits and permissions as required by the ACS School District in the City of Asheville, Buncombe County, the State of North Carolina, and any applicable regulatory agency prior to initiating installation.

### **Service Provider Monitoring System**

The service provider shall state the remote monitoring capabilities and schedule provided for the network proposed. This includes a website accessible by ACS personnel for monitoring network performance and bandwidth utilization if available. The service provider shall provide all equipment necessary, at the service provider's expense, for monitoring.

### **Service Provider Premise Equipment**

Provide a list of any equipment you will install at ACS facilities, as well as the space requirements, power and environmental requirements, product specification sheets and special requirements such as service entries into buildings.

## **SPECIAL ACS REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

Criminal Background Investigations are required of individuals working on school property (sites occupied with students and sites not occupied with students).

- A. At a minimum, ACS requires a complete in accordance with ACS Board of Education policy 7100 criminal background investigation one month before working on school property for all employees who will work on the site, covering a period for the last seven (7) years. All costs associated with these criminal background checks will be incurred by ACS.
- B. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property.
  - 1. Child Molestation or Abuse or indecent liberties with a child;
  - 2. Rape;
  - 3. Any Sexually Oriented Crime; or
  - 4. Murder, manslaughter or other death related charge.
    - C. Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.
    - D. Each person on site must wear an identification badge that identifies work purpose and the person's name at all times on campus.
    - E. Asheville City Schools, may, at any time, request verification of criminal background investigation or any Service Provider on school property.

## **Service Requirements/Standards**

### **General Overview of Service Requirements:**

The Asheville City Schools network is a star topology with the administrative offices located at 85 Mountain Street, Asheville NC, 28801 serving as the network core. Asheville City Schools seeks a dedicated data connection between the network core at 85 Mountain St to the ACS Maintenance Facility located at 100 Westside Drive in Asheville NC, 28806. The dedicated bandwidth shall be at least 100 megabit/sec burstable to 1000 megabit/sec. The Service Provider will terminate the data connection in the main distribution frame (MDF) at each site. The Service Provider shall guarantee that the cost quotes are all-inclusive. The Service Provider shall itemize, price, and invoice separately any materials, services or special construction costs that are ineligible for E-rate funding.

### **Specific to Lit Network Services:**

The Service Provider shall provide a private secure fiber-based switched Ethernet transport service to connect the sites listed above.

The Ethernet service shall be fully compliant with IEEE 802.3 Ethernet standards utilizing standard Ethernet frame formats. The applicable Ethernet standards include 802.1d, 802.1p, 802.1Q, 802.3u, and 802.3z.

The Ethernet connections shall support full-duplex service.

The network demarcation shall be 100Base-TX, 100Base-FX, 1000Base-TX, 1000Base-SX or 1000Base-LX, based upon the requirement of each individual site.

The Ethernet transport service shall have the ability to aggregate traffic from multiple VLANs across a common interface to a central location (802.1Q-in-Q).

Committed bandwidth is defined as the minimum bandwidth across the Service Provider's switched core network that will always be available (guaranteed) to transport data originating from a specific ACS location.

The Service Provider should provide a detailed description of the Ethernet transport service they propose. They should describe how they guarantee the committed bandwidth for the proposed Ethernet transport service and how they rate limit their service to implement a "burstable" service. The Service Provider should describe any service options which support prioritization of ACS real time traffic like VoIP.

The Service Provider should provide a diagram of their internal network and how it interconnects with the ACS locations.



## Cable Systems Attenuation Data

Project: Asheville City Schools

Tech Name: \_\_\_\_\_ Tech Name: \_\_\_\_\_

Tester Model: \_\_\_\_\_ Tester Model: \_\_\_\_\_

Tx Location: \_\_\_\_\_

Rx Location: \_\_\_\_\_

Ref. Level – 1310nm \_\_\_\_\_ Ref. Level – 1550nm  
(dB): \_\_\_\_\_ (dB): \_\_\_\_\_

		Receive Pwr. (dB)		Link Attenuation (dB)	
Adaptor #	Fiber #	1310nm	1550nm	1310nm	1550nm

Tx Location: \_\_\_\_\_

Rx Location: \_\_\_\_\_

Ref. Level – 1310nm \_\_\_\_\_ Ref. Level – 1550nm  
(dB): \_\_\_\_\_ (dB): \_\_\_\_\_

		Receive Pwr. (dB)		Link Attenuation (dB)	
Adaptor #	Fiber #	1310nm	1550nm	1310nm	1550nm

**Figure 1: Test Results Report Example**