

North East School District

REQUEST FOR PROPOSAL

E-Rate Eligible Internet Services

I. Introduction

North East School District (NESD) serves four school buildings located in North East, Pennsylvania. The Mission of the North East School District is to challenge and empower all students to develop and achieve personal aspirations, pursue a love of learning and be responsible citizens in a dynamic world. NESD proudly serves almost 1,600 students in kindergarten through 12th grade.

II. Project Description and Scope of Services

North East SD is soliciting proposals from qualified vendors for Internet Access services for one site. NESD is particularly seeking companies with demonstrated ability and experience in designing, implementing, and maintaining core network technologies and fully operational systems, providing stability to network services, and ensuring that the wide area network leverages existing investments in infrastructure scalability. The main goal of this project is to provide internet access to NESD.

Sites covered by this RFP

Address	Services Requested
North East School District 50 East Division Street North East, PA 16428	Seeking one (1) 1 Gbps fiber optic internet access connection with a minimum 1 Gbps download and 1 Gbps upload bandwidth for a 60-month term with up to three (3) additional annual contract extensions. District will determine Internet Access Bandwidth on an annual basis during the term of the contract.

Desired configuration

All sites in this RFP shall be served by a minimum of 1 Gbps symmetrical internet bandwidth from the remote location to the NESD. Proposals should include pricing for 1 Gbps, 1.5 Gbps, and 2 Gbps symmetrical speeds. Proposal should also include additional internet bandwidth cost in a per Mbps rate. Circuits need to be monitored for link status, packet loss, latency and jitter by 24/7/365 monitoring and repaired/serviced as stated in "Service Requirements" below.

Terms and Expectations

Service SLA: Once turned up, the communication services provided to NESD shall be operational at 99.4% uptime or better. This means that the system cannot be out of service more than one hour per week., excluding outages due to act of God or beyond the Contractor's control (i.e. electrical outage, storms, floods, fire). Operational service shall include 99.9% of contracted bandwidth available to sites (up and down).

Trouble Reporting: The Contractor shall provide sufficient staff for peak or critical hours. The successful Contractor shall provide NESD with telephone number for trouble reporting. Additionally, the Contractor shall provide an e-mail address for trouble reporting and status updates. The successful Contractor must respond to trouble reports within one (1) hour of notification and shall provide for an escalation process.

Installation and Turn-up: With bid submission, the Contractor shall provide either an expected delivery date or an expected installation interval for the service(s) being quoted. Such date or expected interval shall include time required for any special construction or Sub-Contractor work.

Adds/Moves/Changes: The Contractor shall provide a mechanism for requesting changes to the service after the initial turn up. Such changes may include, but are not limited to, routing changes, bandwidth changes, and access control list changes. NESD anticipates that most requests can be completed within 1-5 business days. If the request cannot be completed within that time frame, the Contractor shall communicate a firm completing date to NESD within 5 business days of the change request.

On-Premise Equipment: If the Contractor will provide on-premise equipment in order to deliver the service, then the Contractor/Provider shall affirm that:

1. The leased on-premise equipment is an integral component of a Telecommunications or Internet Access service.
2. The leased on-premise equipment will be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service.
3. Responsibility for maintaining the equipment rests with the service provider.
4. Ownership of the equipment will not transfer to the NESD in the future.

5. The relevant contract or lease (if awarded) will not include an option for the applicant to purchase the equipment.
6. The leased equipment shall not be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part.
7. The school's internal communication systems (e.g. LAN, video, phone or other communication system) will continue to work if the component is disconnected.
8. There are not any contractual, technical, or other limitations that would prevent the service provider from using its network equipment, in part, for other customers.

Additionally, if the Contractor will provide any Layer 3 (or higher) on-premise equipment (such as a router), then the Contractor shall provide NESD with read-only access to the device, or a similar mechanism so that NESD tech team and/or support providers can isolate service troubles in coordination with the Contractor's NOC.

Escalation Requirements: The Contractor must provide an escalation procedure and contract list to be used for unresolved troubles, including names, titles, and phone numbers of contact persons in the escalation chain. Major service-affecting problems that are not resolved within two (2) hours of time of the time of notification of trouble shall constitute a prolonged outage and will be escalated.

III. Deadlines and Response Format

Deadlines

NESD anticipates that the proposal submission, review, and evaluation process for this procurement will take place according to the following schedule:

RFP Released: January 23, 2023

Responses Due: February 21, 2023

Proposals must be received by NESD **before 9:30 am** on February 21, 2023. Proposals received later than the date and time specified may not be considered. Proposals may be received by USPS, email or hand delivery to:

North East School District - Administration Office

RE: Internet Access Bid

50 East Division St.

North East, PA 16428.

If emailed, please send to jfox@nesd1.org. NESD is not responsible for late delivery by USPS.

Proposals should include a brief description of company background and technical capabilities and applicable licenses/certifications. NESD will not be liable for any cost incurred by respondents in

the preparation and production of responses to this RFP or in the negotiations associated with award of a contract. Proposals shall include valid E-Rate SPIN and current SPAC form.

Any proposal not providing the required information, or not conforming to the format specified in this RFP, may be disqualified on that basis. NESD reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all proposals with or without cause.

NESD further reserves the right to waive any irregularity or informality in the RFP process or any proposal. NESD further reserves the right to make corrections or amendments due to errors identified in proposals by NESD or the bidder. NESD further reserves the right to modify and/or amend the final contract in negotiation with the contractor. NESD further reserves the right to select one or more bidders to perform the services.

NESD reserves the right to reject any and all proposals, to waive technicalities, and to make any and all purchases to the best interest and advantage of NESD. Pricing should be clearly delineated as recurring or non-recurring, and inclusive of any and all fees necessary to turn-up service, including but not limited to sub-contractor's fees, installation and special construction fees.

V. Additional Terms and Conditions

Contract Award

NESD reserves the right to cancel or modify a contract award for any reason without penalty or fee.

The successful vendor's proposal and a copy of this RFP shall be made part of the contract by reference and attachment. It is understood and accepted by both parties that in the event of a conflict of language between this RFP and the contract, the RFP language shall be considered superior.

Contract Period

The initial contract period is July 1, 2023 to June 30, 2028. NESD reserves the right to voluntarily extend this contract up to three (3) additional one-year terms. NESD reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the contract term coincide with an E-Rate program year or an extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension" as defined by the FCC and/or the USAC.

Price Stability

Since NESD intends on leveraging the E-Rate program in order to offset the costs associated with the project technology, all vendors acknowledge that all prices quoted through the submission of the RFP shall remain in full effect for this start date, and last the duration of the contract period.

Taxes/Fees

NESD is exempt from all Federal and Pennsylvania Sales, Use and Excise taxes as a non-profit education institution holding exemption 76-25830-5. An exemption certificate will be provided to the successful bidder upon request. Since NESD intends on leveraging the E-Rate program in order to offset the costs associated with the project technology, all vendors acknowledge that all other taxes and fees must be specified separately at exact monthly rates for E-rate eligibility.