

OBION COUNTY SCHOOL DISTRICT

1700 N. Fifth St

Union City, TN 38261

REQUEST FOR PROPOSAL FOR

Indefeasible Right to Use Dark Fiber Connection

RFP NUMBER: RFP-Y19-DF

**Notice to Proposers:**

**Submission Due Date:**

Proposals may be delivered in person, or by any other mail carrier to the Obion County Board Of Education Office at 1700 N Fifth St. Union City, TN 38261. All proposals must be received by February 5, **2:00 PM** central to be consider. The Obion County School District reserves the right to extend this deadline providing a written addendum to the Request for Proposal. No proposals will be considered if sent by any form of electronic communication. The proposals shall be labeled "RFP-Y19-DF," delivered and addressed to:

**Contact Information:**

ATTN: Joseph Lewis or Shane Upchurch

Obion County Board Of Education

1700 N Fifth St.

Union City TN, 38261

Email: [jlewis@ocboe.com](mailto:jlewis@ocboe.com) or [supchurch@ocboe.com](mailto:supchurch@ocboe.com)

Three hard copies of the proposal response must be submitted to the address above. Prospective respondents may request clarification to this request for proposal (RFP) only by submitting a written request via email to the above mention contacts. All questions submitted will be answered in a timely manner, and to the customer best knowledge. The cutoff date for questions will be two weeks prior to the submission date of the RPF.

## Introduction

### Objective

The Obion County Board of Education (hereinafter referred to as "The Customer") is seeking proposals from a qualified vendor(s) for the leasing of a Dark Fiber High Speed Optical Network. This network must accommodate transport speeds that are scalable up to 10 gigabit, and have a ring topology. This is option A of the proposal. Furthermore the proposals must include the options for the vendor(s) to provide a managed lit fiber network that meets all the above specifications. This is option B of the proposal.

The intent of this Request for Proposal is to obtain a vendor(s) that will meet the District's telecommunication data service's needs in the most cost effective manner. Foremost the definition of a ring topology is as followed. A ring network is a **network topology** in which each node connects to exactly two other nodes, forming a single continuous pathway for signals through each node. "The Customer" is looking for a solutions that will provided a true redundancy to their network in the case of any unforeseen event such as a cut fiber line or a natural disaster.

Responders should take into account that given the ever changing demographic environment of the District that school closing and or consolidations are a possibility. In the event that any of the above happen the District will need to decrease the number of WAN connections. The District wishes to do so without any penalties during the contract terms.

All aspects of this project must comply with the Federal Communication Commission's competitive RFP requirement for Universal Service Fund (USF) support and services.

In event E-Rate funding is not approved by the SLD any/all contracts or agreements shall be null and void. Project may be completed at one site or all sites.

Technical Contact and Contract Managers for this RFP is:

Joseph Lewis or Shane Upchurch  
Co Technology Coordinators  
1700 N Fifth St.  
Union City, TN 38261  
Phone: 731-885-9743 Ext: 2033  
Fax: 731-885-4902

Email: [jlewis@ocboe.com](mailto:jlewis@ocboe.com) or [supchurch@ocboe.com](mailto:supchurch@ocboe.com)

## Schedule of Events

The following is the required schedule of events for this project. The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor.

Event	Date
1. Release of RFP	December 29, 2015
2. Deadline for bid Questions	January 15, 2016
3. Deadline for Proposal Submission	February 5, 2016
4. Date of E-Rate Service	July 1, 2016 through June 30, 2019 with two possible voluntary extensions of 12 months each

**1. AWARD:**

**Award will be based on best value.** Award will be made to the most responsive, responsible proposer(s) meeting all specifications and which present the product that is in the best interest of Obion County School District. Best value means more than low cost. It includes the initial cost, product quality, vendor support, consideration of installed base, warranty, and other factors detailed herein.

In keeping with the guidelines of USAC, this RFP will be awarded to the most cost effective provider. Prices will be the primary factor, but not necessarily the sole factor in evaluating the RFP's. Other factors of consideration will be:

1. Price
2. Hardware Management Capability
3. As least 3 references from school systems using your product in the state of Tennessee
4. Personnel qualifications, including technical excellence, location of personal
5. Technical Support, including telephone support, email support, and online help
6. Management capability, including schedule compliance
7. Cost terms and arrangements

**The customer does not guarantee any award of contract by submitting an RFP.**

**These factors will be utilized in weighing the RFP responses as follows:**

<b>Factor</b>	<b>Weight</b>
Price	30%
Tennessee References	20%
Personnel Qualifications and Commuting Distance	20%
Technical Support	15%
Hardware Management	15%
<b>TOTAL</b>	<b>100%</b>

The successful Vendor must have maintenance personnel within 100 mile radius of the school system. Vendor must have SPIN at time of bid submission. Vendor must be in good standing with the FCC and USAC (not on red light status or subject to investigation and/or funding is being held up).

## 2. Scope of work:

The following locations listed below are where the proposed dark/lit fiber network will service:

School Name	Address
Obion County School District "Central Office"	1700 N. Fifth St., Union City, TN 38261
Black Oak Elementary	365 N. Shawtown Rd., Hornbeak, TN 38232
Hillcrest Elementary	605 South Main St., Troy, TN 38260
Obion County Central High	528 Highway 51 N., Troy, TN 38260
Lake Road Elementary	1130 East Highway 22, Union City, TN 38261
Ridgemont Elementary	1285 N Highway 45 West, Union City, TN 38261
South Fulton Elementary	209 John C. Jones PKWY, South Fulton, TN 38257
South Fulton Middle/High	1302 John C. Jones PKWY, South Fulton, TN 38257

### 2.2 Option A: Proposal of a Dark Fiber Network:

The customer has deployed a managed switch environment on its LANs that consist of the following equipment at the MDF of each internal network, Extreme X460-G2-10G-48p model 16704. The intention of "The Customer" is to light the dark fiber with this equipment and handle all Layer 3 Switching Services. The customer will provide all equipment (example transceivers) that are needed for this project. This all will be orchestrated with the winning vendor, to insure that all the correct equipment is purchased in order to light the proposed dark fiber network. Foremost the vendor shall responsible for terminating all incoming fiber connections to the customer specifications.

With the customer taking on the responsibility of handling all the Layer 3 Switching Services. The vendor must all times insure that in case of unforeseen event, which may cause a disruption in the flow of data (example a cut fiber line or a natural disaster) the vendor is responsible for maintaining all interconnects that run between all points of distribution that are listed in the RFP. Lastly "The Customer" will use their monitoring equipment to insure the functionality of the WAN at all times.

### 2.3 Option B: Proposal of a Manage lit Fiber Network

If it is in the best interest for "The Customer" to go with option B of the winning bidder's proposal. The vendor will be responsible for all aspects of connecting the fiber network to the customers' existing LAN with speeds scalable up to 10 GB, with the exception of the transceivers needed to connect "The Customers" LAN to the vendor's equipment. Lastly if The Customer decides to go with option B of the proposal, the vendor must at all times monitor the network to insure the functionality of the fiber optic network. This also will included all Layer 3 Switching Services, and in unforeseen events that may disrupt the flow of data, which include cut fiber lines or a natural disaster.

### 3. AVAILABILITY OF SERVICES:

The vendor should be prepared to guarantee the availability of all services (Internet, WAN, and VOIP) at 99.99% (or best available) as calculated by the following formula:

$$(\text{Hours in a day}) \times (\text{days in a month}) \times (\text{number of sites}) - (\text{outage time in hours})$$


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$$(\text{Hours in a day}) \times (\text{days in a month}) \times (\text{number of sites})$$

The vendor should also be prepared to guarantee the throughput of the network meets the quoted rate, taking into account normal network overhead, 99.99% of the time. Vendor must propose and Obion County School District must agree upon a throughput measurement tool to measure and ensure compliance with this requirement.

The vendor will be required to provide monthly report and ad hoc reports, as needed, to Obion County School District to enable them to assess network usage trends. Payment will not be made by the customer for network outage time that exceeds 1 percent on a per site basis.

System and services must be installed, tested, and fully operational to all specified sites at least 48 hours prior to 7:00 am, July 1, 2016. If the system is not operation by that time, the vendor must provide alternative connectivity to all specified locations at the vendor's cost.

Obion County School District reserves the right to terminate the contract and reward services to the next qualified vendor if the system and services are not available at the time and date specified above.

Service activation must be transparent and any down time required to activate the system and services must be approved by Obion County School District.

The vendor must provide documentation on the resources they will use to manage, monitor, and repair equipment and infrastructure at all locations.

Obion County School District reserves the right to cancel the contract with the vendor for nonperformance at any time during the contract period. Nonperformance includes but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

#### **4. Vendor proposals must include:**

1. Fiber path route maps
2. Length for each fiber segment
  - a. Route length
  - b. Transmission path length (route length + slack loops)
3. Hand-off type
4. Service Level Agreement terms
5. A list of any hardware, service, or systems required to enable connectivity between locations.

**5. Installation Services:** According to E-Rate program rules, installation, activation, and initial configuration of eligible components are eligible if they are part of a contract or bid for those eligible components. Such eligible services may also include basic design and engineering costs and basic project management costs if these services are provided as an integral portion coincident with installation.

Installation proposals shall include but are not limited to:

1. Installations services required prior to deployment
  - a. Assistance with basic design and engineering considerations as necessary.
  - b. Preparation of installation materials
  - c. Unboxing of E-Rate eligible equipment
  - d. Installation of any required transceivers/modules
  - e. Device/component configuration
  - f. Delivery of E-Rate eligible equipment to deployment site

#### **6. Billing**

Billing shall be provided on a Summary Bill with detailed line, segment or circuit information available. All billing/invoicing shall be in accordance with rates quoted herein. "The Customer" shall not be subject to charges not detailed or quoted herein. Billing documents should be available in paper or electronic format. Please identify any extra charges for billing media options.

#### **7. Costs Associated with Preparation of the Vendor's Response**

The Customer will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

## **8. Interpretation and Changes**

The intent of this RFP is to communicate the Customer's requirements to any qualified and interested vendor. Our intention is to receive RFP's for the Obion County School District as previously stated in this RFP. The Customer may make corrections, or changes to the RFP. If the customer makes changes or corrections to the RFP it will be via a written ADDENDUM. All efforts will be made by the customer to mail or deliver any ADDENDUM to all parties who have requested and received the RFP. ADDENDUMS will be issued as expeditiously as possible (by FAX, if necessary, followed by original documents). Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes.

## **9. Proposal Binding Period**

Prices quoted in The Vendor's response for all services and equipment will remain in effect for a period of at least 90 business days from the issuance date of The Vendor's response. The Vendor must understand that the customer may use e-rate discounts for these services, in which case, within applicable filing window for submitting the response to the RFP the customer will submit SLD form 471 for funds based upon the pricing submitted by the Vendor. The SLD funding cycle may take as long as 12-18 months. In the event funding is not available the RFP will become void.

Due to the length of the SLD funding cycle, current models may not be available. The vendor must install the latest model equipment in the same family when the project is funded and installation is approved by OCS. The Customer is entitled to the same or better models at the quoted price. All contracts may be cancelled with 30 day written notice at the discretion of either party.

## **10. Omissions**

Omissions in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

If a bid differs in any way from the bid specifications, the bidder must list the differences on the bid proposal form telling exactly where and how the bid deviates from said specifications. If no exceptions are listed on the bid, it will be presumed the bidder proposes to meet the specifications in every respect; and if awarded the contract, performance on this basis will be required.



## **11. Vendor Registration and Compliance with the Schools and Libraries Corporation**

The Vendor must provide proof of registration with the Schools and Libraries Division (SLD) a division of the Federal Communications Commission (FCC), for reimbursement under E-Rate guidelines and maintain a Green Light status with the FCC. If The Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number or fails to remain in good standing with FCC, The West Carroll Special School District is not responsible for the discounted portion of The Vendor's bill. The Vendor must generate an invoice for the USF portion of the bill in accordance with SLD regulations. Vendor is responsible for supplying SLD SPIN number with RFP.

## **12. Vendor Required Documentation for Schools and Libraries Division (SLD) Form 471 Filing**

The Vendor must provide Line 21 Attachment documentation ready for filing for Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) Form 471.

## **13. Price Quotations**

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manual, tools, and the provision of all labor and services necessary or proper for the completion of the work. The price quoted must include seamless conversion of all existing hardware and training for district personnel on any new products.

## **14. The Obion County School District is exempted from all sales and use tax.**

## **15. Evaluation of Responses**

The Customer may, at its discretion and at no fee to The Customer, invite any Vendor to appear for questioning during response evaluation for the purpose of clarifying statements in the response. Each proposal will be evaluated based on criteria and priorities defined by the Obion County School District. Proposals will first be screened based upon compliance with the base requirements.

The final awarding of this bid will be made by the Obion County School District based on the recommendation from the Superintendent.

## **16. Equal Employment Opportunity**

In connection with the execution of this Contract, The Vendors and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The Vendors shall take affirmative action to ensure that minority and disadvantaged applicants are employed and employees are treated during their employment without regard to race, religion, color, sex, age, or national origin.

## **17. Right to Reject**

The Customer reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the Obion County School District. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not in a position to adequately perform the contract.

The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, wave any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of Obion County School District. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the Obion County School System.

## **18. Insurance and Liability**

The BIDDER SHALL be responsible for any damages to property caused by the supplier/contractor or his agents. The bidder further covenants and agrees and does hereby ASSUME ALL LIABILITY for, and shall and does agree to indemnify and save harmless the Obion County School District against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in or about the said work or otherwise by reason of any accidents, damages, or injuries, torts, or trespasses happening in and about, or in any way incident to or by reason of the performances of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual Property Damage and Liability Insurance and to furnish certificates therefore, required by the Obion County School District.

## **19. In event E-Rate funding is not approved by the SLD any or all contracts or agreements shall be null and void.**

## RFP Response Form

**RFP# RFP-Y19-DF**

Vendors must use the following form to quote their price

**TO: Obion County Board Of Education  
ATTN: Joseph Lewis or Shane Upchurch  
1700 N. Fifth St.  
Union City, TN 38261**

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Company Name

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Company Address

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E-Rate Spin Number

**\*Total Cost before E-rate discount**

**\*\*Specify if these charges are monthly, annually, or one-time charges**

## **Required Pricing Format**

**Provide pricing for the following entities at 1 GB WAN service (to be connected to Obion County Central Office)**

<b>Site</b>	<b>*Cost per Site</b>	<b>**Indicate Monthly, Annually, or one time charge</b>	<b>E-Rate Eligible Y or N</b>
Black Oak Elementary			
Hillcrest Elementary			
Obion County Central High			
Lake Road Elementary			
Ridgemont Elementary			
South Fulton Elementary			
South Fulton Middle/High			
Obion County Central Office			

**Provide pricing for the following entities at 10 GB WAN service (to be connected to Obion County Central Office)**

<b>Site</b>	<b>*Cost per Site</b>	<b>**Indicate Monthly, Annually, or one time charge</b>	<b>E-Rate Eligible Y or N</b>
Black Oak Elementary			
Hillcrest Elementary			
Obion County Central High			
Lake Road Elementary			
Ridgemont Elementary			
South Fulton Elementary			
South Fulton Middle/High			
Obion County Central Office			

Having carefully examined the invitation to RFP documents prepared by Obion County Board of Education entitled, **RFP Number Y19-DF**, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal. **It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products.** In submitting this proposal, it is understood that the right is reserved by the Customer to reject any or all proposals and waive all technicalities/informalities in connection therewith. It is also agreed that this proposal may not be withdrawn for a period of Ninety (90) days from the opening thereof.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof. In view of the terms of this Invitation to RFP, the undersigned proposes to furnish all items for a total sum of:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_