



HOUSTON COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSALS

For

Internet Access Service

RFP NUMBER 23-020

For all questions about this RFP contact:
L. Renee Langston, CPPB, Issuing Officer
Renee.langston@hcbe.net
478-988-6211 ext. 61208

RELEASED ON:

October 07, 2022

DUE ON:

November 07, 2022 2:00 P.M. Eastern Time

1.0 INTRODUCTION

1.1 Purpose of Procurement

The purpose of this RFP is to solicit proposals for reliable, high speed, internet access services for the Houston County School System.

1.2 Proposal Certification

The Houston County School District certifies the use of competitive sealed bidding will not be practical or advantageous to the Board in completing the acquisition described in this RFP. Competitive sealed proposals will be submitted in response to this RFP. All proposals submitted pursuant to this request will be made in accordance with the provisions of this RFP in 3.0.

1.3 Schedule of Events

This Request for Proposals will be governed by the following schedule:

| | |
|-------------------|---|
| October 07, 2022 | Release of RFP |
| November 07, 2022 | Proposals Due – no later than 2:00 p.m. EST |

Installation must be coordinated with the Director of Technology and may begin immediately after award.

Installation must be completed and service available July 1, 2023.

1.4 Restrictions on Communications with Staff

All questions about this RFP must be submitted in the following format:

Company Name

1. Question
Citation of relevant section of the RFP
2. Question
Citation of relevant section of the RFP

Questions must be directed in writing to the Issuing Officer:

renee.langston@hcbe.net

Fax: 478-988-6212

Questions must include the company name and the referenced RFP section.

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any Board staff except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The Board reserves the right to reject the proposal of any Offeror violating this provision. All questions concerning this RFP must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the Board. Questions and answers will be posted to the HCSD website and as an addendum in the USAC portal (EPC). Website address is <http://www.hcbe.net>, click on Departments, Purchasing, Bids/Proposals.

1.5 Definition of Terms

HCSD – Houston County School District

Board – Houston County School District

OCGA - Official Code of Georgia Annotated (State Statute)

Offeror – Respondent to this Request for Proposals

RFP - Request for Proposals

1.6 Contract Term

Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. If it is determined that a contract is established for this project, for the duration of the contract term established through this RFP, contracts will automatically renew on July 1 of each year unless notified in writing by HCS D. The initial contract term is one (1) year, or less, from July 1, 2023 through June 30, 2024, with annual renewals for a maximum of (3) years or (36) months.

1.7 Background

For information on the Houston County School District, please go to www.hcbe.net.

2.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be addressed in the proposal before further consideration will be given. Each response must reference the item number it is in reference to (i.e., 2.1.a, 2.1.b, etc.).

The Houston County School System currently is looking to continue current service of full duplex 10.0 Gbps, terminated at HCSD's core located at the Central Office. This service is shared across the System's facilities. HCSD will also consider proposals for increased bandwidth to 20 Gbps to accommodate future growth and improved capacity for its schools. The service location is included as Attachment A.

2.1 System Requirements

- a. The Service shall be used to seamlessly extend the System's local area network to all the schools/facilities in the System.
- b. The Service Provider shall provide no less than ten (10) Gbps of enterprise class, full duplex internet access, without bursting capabilities. HCSD will also consider an alternative to include 50% bursting capability.
- c. Handoff via fiber SFP.
- d. QoS at ISP egress.
- e. The Service Provider shall provide bandwidth 24 hours per day, 365 days per year.
- f. The Service Provider shall have network engineering support 24 hours per day, 365 days per year.
- g. The Service Provider shall maintain network monitoring capability and notify the System at the point of any disruption of service, at no time shall it take longer than thirty (30) minutes to send notification from the time the outage occurs.
- h. The Service Provider shall provide web-based bandwidth utilization reporting.
- i. The Service Provider shall grant the District primary and authoritative control over the services.
- j. The Service Provider shall guarantee quality of service—minimum uptime 99.999% per month with minimum of four (4) hours response and resolution to problems, with documented discounts given for outages that exceed four (4) hours. The District will allow for brief pre-arranged outages during off-hours for maintenance between the hours of 1:00 am and 5:00 am.
- k. Network/Transit delay shall not exceed an average of 80 milliseconds over a 5-minute period where the circumstances are under the ISP's control.
- l. Packet loss shall not exceed an average of .1% over a 5-minute period where the circumstances are under the ISP's control.
- m. The Service Provider shall be responsible for payment and administration of all annual right-of-way charges and annual maintenance charges to all appropriate parties.
- n. The Service Provider shall be responsible to coordinate all one-call damage prevention service.
- o. The Service Provider shall assume responsibility for establishing the Service. The School District shall provide no supervision, project management or other services outside of School District property.
- p. The Service Provider shall address the following:
 - i. How are service or equipment outages addressed?
 - ii. A description of the Vendor's support infrastructure?
 - iii. A description of problem severity levels and associated response time.

- iv. A description that the vendor understands the technical requirements defined in this RFP.
- v. A description of the service installation process and timeline.
- vi. A statement of network security and how the security of HCSD's data will be ensured during transmission. Provider should state any security protocols used while data transmission occurs on their network.
- vii. A detailed list of all hardware, equipment, cabling, etc. that will be needed to complete this project.

2.2 Qualifications, Service Provider

- a. The Service Provider shall be experienced in all aspects of this work and shall be required to demonstrate direct experience on recent systems of similar type and size.
- b. The Service Provider selected to provide the service shall have been in business of providing internet access services a minimum of three (3) years with experience on similar systems.
- c. The Service Provider selected for this project must adhere to the engineering, installation and testing procedures of the manufacturers and the municipality.
- d. The Service Provider shall have a service call number that is answered 24 hours a day, 365 days per year for maintenance and trouble calls.
- e. The Service Provider shall provide references of at least three (3) School Districts with a minimum of twenty (20) schools where they are currently under contract to provide and maintaining,
- f. The Service Provider must possess a valid, unencumbered SPIN for the Universal Service Administration Company (USAC), as well as an FCC registration number. Vendors must be able to provide a copy of the most recent USAC Form 473 (SPAC).
- g. The Service Provider must be financially stable and responsible. HCSD reserves the right to request proof of financial stability.
- h. The Service Provider must be fully licensed to do business in the State of Georgia and remain in compliance with all legal requirements set forth by the Georgia Public Service Commission and the Federal Communications commission of the United States.

2.3 Permits, Codes and Inspections

The Service Provider shall obtain and pay for all permits and inspections necessary for the execution of all work pertaining to the internet access service.

2.4 Company Background and Experience

Offeror will describe their background, relevant experience and qualifications including, but not limited to the following:

a. Company Structure

The Offeror will include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFP.

b. Experience

The Offeror must include the total number of full consecutive years experience as current business.

The Offeror will provide a list of all clients for whom similar services, as detailed in this RFP, have been provided during the past three years. The list must include:

- dates of service
- name of contact person
- title of contact person
- phone number of contact person

The Offeror will also disclose any services terminated by the client(s) and the reason(s) for termination.

2.6 Testing

After installation, all connections should be tested and a written certificate should be issued stating the maximum allowable link loss and that up to the date upon which the School District takes control of each connection, the connection was in proper working order and passed all required tests.

2.7 Service Agreement

The vendor is to maintain the physical internet access connections to each location and in the case the physical connection is damaged the service restoration time for any site shall not exceed twenty-four hours. The physical internet access connections shall be the property of the vendor and the vendor shall implement preventive and remedial measures. The vendor should proactively monitor the internet access connections.

2.8 Submission Requirements

- a. Proposals shall be submitted in two separate parts, Technical Proposal and Financial Proposal.
- b. The Offeror must submit the Proposal Certification with original signature (Appendix A).
- c. The Offeror must submit a completed and notarized Certificate Regarding Debarment, Suspension, Ineligibility Form (Appendix B).
- d. The Offeror must submit a completed E-Rate Certification Form (Appendix C).
- e. The Offeror must submit a completed Vendor Affidavit Form (Appendix D).
- f. Any exceptions to the Board's Sample Contract (Appendix E) must be clearly identified and submitted with the Offeror's Technical Proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0.
- g. The Offeror must submit a Technical Proposal detailing the proposed approach to performing all of the services requested under Section 2.0 and providing company information as detailed. The Offeror will submit one hard copy of the Technical Proposal with original signatures and one copy of the Financial Proposal.
- h. Each item included in sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 must be addressed and appropriately labeled to reflect the item number addressed. The Offeror must submit a Guide to Mandatory Requirements referencing the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.
- i. Each submission must include a thumb drive (flash drive, USB drive) of their entire proposal, Technical and Financial. Drive will not be returned to the vendor.

3.0 **PROPOSAL SUBMISSION AND EVALUATION**

3.1 **Process for Submitting Proposals**

3.1.1 **Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Offeror should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

3.1.2 **Packaging of Proposal**

The Offeror's proposal in response to this RFP must be divided into two appropriately labeled and sealed packages - a Technical Submission and a Financial Proposal.

The contents of each package will include:

1. Technical Submission

- Proposal Certification (Appendix A)
- Certificate Regarding Debarment, Suspension, Ineligibility (Appendix B)
- E-Rate Certification (Appendix C)
- Vendor Affidavit (Appendix D)
- Any Contract Exceptions (Appendix E)
- Technical Proposal, addressing all requirements in Section 2.0
- *Do not include cost information in the Technical Proposal*

2. Financial Proposal

- The Offeror must use the Financial Proposal form (Appendix F).

Mark the outside of shipping package as follows:

Name of Company
Phone Number and Point of Contact for Company
RFP # 23-020
Due **no later than** November 07, 2022 2:00 P.M. Eastern Time

3.1.3 **Submission of Proposals**

Proposals must be submitted to:

HCSD – Purchasing Dept.
L. Renee Langston, CPPB
200 Jerry Barker Drive
Warner Robins, Georgia 31088

Any proposal received after the due date and time will not be evaluated.

3.2 **Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted in the following phases.

3.2.1 Administrative Review

The proposals will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Technical Submission and Financial Proposal
3. All required documents have been completed and submitted
4. Technical Submission does not include any information from the Financial Proposal
5. All documents requiring an original signature have been signed and are included

3.2.2 Mandatory Requirements Review

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 2.0 are addressed satisfactorily.

3.2.3 Proposal Evaluation

Proposals which pass the Mandatory Requirements Review will be reviewed by the Technical Evaluation Team for quality and completeness.

The following are the maximum possible points of each category:

| Point Category | Points Allotted |
|---|------------------------|
| Total Project Price | 40 |
| Completeness of Proposed Solution | 30 |
| Business Stability and References | 20 |
| <u>Demonstrated "E-Rate" experience</u> | <u>10</u> |
| Total Possible Points | 100 |

3.2.4 Oral Presentations

The Board reserves the right to choose and invite Offerors to present their technical solution to the Technical Evaluation Team. The Financial Proposal must not be discussed during the oral presentation. All Offerors submitting proposals may not be asked to make a presentation.

3.2.5 Financial Proposal Evaluation

Offerors will use only the Financial Proposal Forms provided with the RFP (Appendix F).

3.2.6 Identification of Apparent Successful Offeror

The resulting Financial Proposal scores will be combined with the Technical Proposal score. The Offeror with the highest combined technical and financial score will be identified as the apparent successful Offeror.

3.3 Rejection of Proposals/Cancellation of RFP

The Board 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 Board. It is also within the right of the Board to reject proposals **that do not contain all elements and information requested in this document**. The Board reserves the right to cancel this RFP at any time. The Board will not be liable for any cost/losses incurred by the Offerors throughout this process.

4.0 TERMS AND CONDITIONS

4.1 RFP Amendments

The Board reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the HCSD Purchasing website, located at: <http://www.hcbe.net/bids/index.html>. Offerors are encouraged to check this website frequently.

4.2 Proposal Withdrawal

A submitted proposal may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a proposal must be signed by an authorized individual.

4.3 Cost for Preparing Proposals

The cost for developing the proposal is the sole responsibility of the Offeror. The Board will not provide reimbursement for such costs.

4.4 Sample Contract

The Sample Contract, which the Board intends to use with the successful Offeror, is attached to this RFP and identified as Appendix E. Exceptions to the Contract should be identified and submitted with the Offeror's proposal. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in Section 2.0.

Prior to award, the apparent winning Offeror will be required to enter discussions with the Board to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Offeror's proposal.

The Board reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein or give the successful Offeror a competitive advantage.

4.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the Houston County School District, the Offeror must disclose each relationship.

4.6 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

ATTACHMENT A
Location(s)

| Core sites | Street | City | State | Zip | Latitude, Longitude |
|--------------------------------|------------------|-------------|--------------|------------|----------------------------|
| Houston County School District | 1100 Main Street | Perry | GA | 31069 | 32.458321, -83.728725 |

Appendix A

PROPOSAL CERTIFICATION

I certify that I have read and understand the terms and conditions herein except as stated below. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quotation for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the quotation and certify that I am authorized to sign this quotation for the Contractor.

SUBMITTED BY _____ DATE _____

TITLE _____ EMAIL: _____

COMPANY NAME _____

ADDRESS _____ CITY _____ ST _____ ZIP _____

TELEPHONE NUMBER _____ FAX NUMBER _____

COMPANY WEBSITE _____

SIGNATURE _____

Appendix B

Certificate Regarding Debarment, Suspension, Ineligibility

The Houston 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 **Houston 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 **Houston County School System** reserves the right to cancel the contract in whole or in part;
4. The **Houston 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 **Houston 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 Houston 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 |

Houston 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

DISTRICT STANDARD CONTRACT

SAMPLE CONTRACT

CONTRACT

This writing shall constitute the entire agreement between the Houston County School District, and (VENDOR).

AGREEMENT: The Houston County School District agrees to the services provided by (VENDOR) as listed herein and as modified from time to time. This agreement supersedes any purchase order issued in the course of executing this agreement. (VENDOR) agrees to provide the services and equipment listed herein in accordance with the terms and conditions herein and certifies that such services and equipment is as proposed in Houston County School District RFP # 23-020. This agreement may be modified only by written agreement and not by course of performance. This agreement becomes effective on July 1, 2023 or on the day it is signed by all parties, whichever is later and will continue as indicated below.

DEFINITIONS: The meanings of the words below as used herein are defined as follows.

- A. "District" as used herein means the Houston County School District, a political sub-division of the State of Georgia.
- B. "Vendor or Contractor" as used herein means the company that will be awarded the contract.

LAW: The laws of the State of Georgia shall prevail in all matters concerning this contract.

TERM: Code section 20-2-506 of the laws of the State of Georgia as of this date and as may be amended apply to this agreement. In addition to other requirements, the following are specifically enumerated.

- A. This contract will terminate absolutely and without further obligation on the part of the School District at the close of each calendar year. Unless the Board votes to cancel or non-renew, the contract will automatically renew at the end of each calendar year for a successive calendar year. The initial contract term is one (1) year, or less, from July 1, 2023 through June 30, 2024, with annual, automatic renewal for a maximum of (3) years or (36) months. Either party may opt out of renewal with sixty (60) days' notice.

TERMINATION:

- A. The Houston County School District may terminate this contract in accordance with O.C.G.A. 20-2-506.
- B. The Houston County School District may terminate this contract for non-performance of Contractor in any material respect and at the close of each calendar year by giving not less than 60 days' notice to contractor.

- C. The Contractor may terminate this contract for non-performance of the District in any material respect or at the close of each calendar year by giving written notice to the District not less than 60 days prior to termination.
- D. The Contractor and the Houston County School District may mutually agree to terminate this contract at any time.
- E. Upon total termination of this contract due to any reason, the District shall only be liable for the cost of unpaid past service periods. This District will release all equipment provided by this contract.
- F. This contract will terminate absolutely and immediately at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of this contract.
- G. In the event of termination at the end of any calendar year period, the District shall only be liable for the cost of unpaid past service periods.

TRANSACTION FEE:

- A. The District shall incur no cost for the duration of this contract.
- B. All transaction fees will be paid by the user.
- C. All fees must remain fixed through each contract period. Transaction fees may not increase more than 5% per year and any increase shall only be implemented at the start of each concurrent contract period.

TAXES:

- A. The Contractor shall be responsible for all taxes and fees and shall pay all taxes and fees brought about by this agreement.
- B. The District shall provide the Contractor with a Sales & Use Tax Exemption Form.

INDEMNITY: To the extent permitted by law:

- A. The parties to this Agreement will indemnify, defend, and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorney's fees) ("claims") arising out of any breach of this Agreement except to the extent caused by the negligence or intentional acts or omissions of the other.
- B. The District shall not be required to insure the equipment provided under this contract from loss.
- C. The District shall not be responsible for loss or damage to equipment.

ASSIGNMENT:

- A. The Contractor shall not sell, assign, or transfer this agreement without the written consent of the District.

Houston County School District

Offeror _____

Name

Name

Title

Title

Signature

Signature

Date

Date

Appendix F

FINANCIAL PROPOSAL

| | Location | Installation | Monthly Recurring | | |
|-------------|-------------------------------|--------------|-------------------|-------------------------|----------------|
| | | | <i>10 Gbps</i> | <i>Incremental Gbps</i> | <i>20 Gbps</i> |
| 1 | Hub Site – Board of Education | | | | |
| TOTAL COST: | | | | | |

SUBMITTED BY _____ DATE _____

TITLE _____

COMPANY NAME _____

SIGNATURE _____