

71115RFP02

**REQUEST FOR PROPOSALS:**

**Internet Access Service**

**For:**

**Peach County School District  
(BEN: 127431)**

## **Project Objectives:**

**1.0 Objective:** Peach County Schools is seeking qualified responses for a managed 100.0 Mbps Internet Access circuit to meet the needs of the schools system.

### **1.1 Evaluation Methodology**

Each proposal will be evaluated based on criteria and priorities defined by the Peach County Schools Board of Education and SLD requirements. The BOE will decide the best submissions that are in the best interest of the long-term technology plan, with price being the primary factor. Proposals will first be evaluated based upon the base requirements. The evaluation criteria include, but are not limited to, the following:

- 1) Price
- 2) Service Reliability (SLA)
- 3) Prior E-rate experience. The customer will conduct a review on the vendor's e-rate experience over the last (5) five funding years using publicly available data.
- 4) Local Vendor (Local vendor is defined as (1) having established a regular, physical place of business other than a job site office with at least one employee within Peach County or any of the adjacent counties, prior to the closing date of the solicitation (a post office box address does not satisfy this designation); (2) having a current Business Tax Certificate and other licenses, certificates, or permits required by law to operate a business in that location; and (3) performing a commercially useful function within the local office.

## **TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL (RFP)**

### **Response Submission**

Responses to this RFP must be submitted and delivered to the Peach County Schools Board of Education by no later than the 1:00 pm EST, 02/27/2015. The response must be addressed to Dr. Fineran, Peach County Board of Education. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The Customer reserves the right to reject all late arrivals. Envelopes containing RFP's must be marked according to the instructions below. All submissions, must be delivered in a sealed envelope containing a hardcopy response **AND** a digital copy of the response. Acceptable formats for the digital copy include .pdf, .doc(x), .rtf. The outside of the envelope shall be identified as follows:

**E-RATE 2015 IA BID**  
**c/o Dr. Fineran, Office of the Superintendent**  
**Peach County Board of Education**  
**523 Vineville St.**  
**Fort Valley, Georgia 31030**

Respondents must provide sealed responses via carrier service. All responses must include Attachment A as a coversheet. The attachment for the response has been included at the end of this document.

### **2.1 Bidders' Conference/Site Visit**

No site visits or conference is anticipated for this RFP. Service locations are included in this document.

### **2.2 Addenda**

Any interpretation, correction, or change of the RFP will be made by ADDENDUM.

### **2.3 Right to Reject**

The Customer reserves the right to accept or reject all proposals or sections thereof and when the rejection is in the best interest of the Peach 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 can propose.

The BOE reserves the right to reject the proposal of a Vendor whom in the opinion of the

Technology Department is not in a position to adequately perform the contract. Contracts will be awarded to the highest ranked Vendor using an evaluation formula where it is in the best interest of the Peach County School System with price being the primary factor.

### 2.3 Vendor Qualifications

The vendor must be an FCC licensed carrier if required by law. Vendors must possess a valid (unencumbered) SPIN from the Universal Service Administration Company and FCC registration number.

### 2.4 Bid Scale

In addition to RFP specifications, evaluation of all proposals will be based on the following grid criteria:

Factor	Weight
Price	40%
Reliability (SLA)	20%
E-rate Experience	20%
Local Preference	20%
Total	100%

### **Internet Access Service Requirements**

The purpose of this service is to provide (100.0 Mbps) of managed (service provider owned router with 2-5 IP assignments) Internet Access to a point of demarcation located at Peach County Schools Central Office, which will subsequently be available to all facilities on the District's WAN.

#### **Service Locations:**

<b>Site</b>	<b>Add</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
Peach County Board of Education	523 Vineville Street	Fort Valley	Georgia	31030

#### **Moves/Adds/Changes**

Service providers will provide pricing for moves/adds/changes in the event it is necessary to move the point of demarcation or increase the bandwidth of the service.

**Contract Terms:**

- 6 Month contract with service to initiate on 07/01/2015 running through 12/31/2015.
- Automatic 6 month extension to 06/30/2016.
- Contract vehicle will be amendable to cover any terms or services under the scope of this RFP.
- Options for service bandwidth increase or decrease as deemed necessary by the District. *Any and all charges for termination of service will be provided by the service provider in the response to this RFP.*
- All equipment necessary to provide this connectivity shall be provided with no option of transfer of ownership to Peach County Schools. All vendor equipment installed shall be under repair maintenance at no cost to Peach County Schools for the life of the contract agreement.
- Peach County Schools reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.
- Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with Peach County Schools for the installation and use of such facilities and services. Service Provider shall indemnify Peach County Schools and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

**Qualifications:**

- The vendor must be able to guarantee network availability at least 99.9% of the time in a calendar month, and packet delivery of 99.9% or greater, except for outages caused by the customer's equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.
- The vendor must be able to provide, at no additional charge, immediate notification to Peach County Schools' network department representative of any and all telecommunication and/or Internet service outages or anomalies which affect the use of the facilities, circuits, or network within Peach County Schools.
- Please provide the process for Peach County Schools to report any problems with the facilities, circuits, and network or telecommunication services including the minimum response time. Peach County Schools is seeking a minimum response time of 2 hours.
- Provide details regarding your company's service center, including, but not limited to, staffing experience, process and priority service.
- The vendor must maintain compliance with any and all legal requirements set forth under the Georgia Public Service Commission and the Federal Communications Commission of the United States of America.

**Transition Plan:**

As the date for service delivery is July 1, 2015, Peach County Schools requires a implementation plan to be provided with any proposal response. The plan is to include the resources to be dedicated to the circuit installation, all costs associated with the implementation, a timeline of actions with a completion target date for the supplier and for the Peach County Schools implementation team. The implementation plan is to outline the expectations the supplier team would have of Peach County Schools and the information or task Peach County Schools is to provide the supplier and the date any information or task would be required.

**Attachment A  
100 Mbps IA Service**

(All responders are required to complete this attachment and use as the coversheet for their response.)

<b>Service 100.0 Mbps Internet Access</b>	<b>Installation_\$</b>	<b>Monthly Charges</b>	<b>Year 1 Total</b>
BOE - 523 Vineville Street			

Company Name:	
Address:	
City:	
State:	
Zip:	
Phone:	
Fax:	
Primary Contact:	
Primary Contact Email:	
Service Provider Statement of Completeness:	I hereby confirm that the included response to 71115RFP02 includes all costs associated with installation, service, and maintenance for the requested WAN service.
Signature of Authorized Company Representative:	
Date:	



**Attachment B**  
**CERTIFICATION LETTER:**  
**(Must be completed and returned with bid)**

I certify that I have read and understand the terms and conditions herein. 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 response, I/we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid 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 RFP and certify that I am authorized to sign this bid for the Service Provider.

SUBMITTED BY \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ EMAIL: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**Attachment C**  
**Immigration Form**  
**(Must be completed and returned with bid)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor 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 Peach County Public School System 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor 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)

\_\_\_\_\_  
Organization Name

I hereby declare under penalty of perjury that the forgoing is true and correct. Executed on \_\_\_\_\_, 20\_\_  
in \_\_\_\_\_(city), and \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Name(s) and Title(s) of Authorized Representative(s)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_

**Attachment D**  
**(Must be completed and returned with bid)**

**Certificate Regarding Debarment, Suspension, Ineligibility**

The Peach 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 bid, 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

**Attachment E**  
**Non-Collusion Affidavit**  
**(Must be completed and returned with bid)**

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Company)

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid and I state that this bid is made in good faith.

I state that:

1. The price(s) and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder; neither the approximate price(s) have been disclosed nor will they be disclosed before bid opening to any other contractor, bidder or potential bidder.
2. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid.

\_\_\_\_\_, its affiliates, subsidiaries, officers, directors and  
(Name of Company)  
employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Peach County Board of Education of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Name/Date

\_\_\_\_\_  
Title or Position

\_\_\_\_\_  
Signature

**Attachment F**  
**E-RATE CERTIFICATION**  
**(Must be completed and returned with bid)**

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)  
have operated under this SPIN for \_\_\_\_\_ years.  
(Number)

I also certify to the acceptance of the following:

1. If requested, a digital copy of this response will be supplied to the District or its agent.
2. All information necessary to respond to any Item 21 Attachment, 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;
3. 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 **Peach County School District**, it's attorney(s) or authorized agent;
4. Any contract awarded based upon RFP ID: 71115RFP01 is contingent upon the receipt of a positive Funding Commitment Decision Letter (FCDL) from the SLD. In the event that partial funding or no funding is granted, the **Peach County School District** reserves the right to cancel the contract in whole or in part;
5. The **Peach County School District** will be invoiced for the only the matching funds portion, and it is 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;
6. In the event the **Peach County School District** 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)