



## E-Rate Year 26 (FY 2023)

### RFP Lit/Dark Fiber For Jacksboro Independent School District January 19, 2023

Jacksboro ISD is seeking bids for the delivery of high-speed broadband Internet to the district to support the district's rapidly growing bandwidth needs.

The Successful bidder(s) will be responsible for participating in the federal E-rate program and must have an E-Rate SPIN.

The District reserves the right to accept or reject any and all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or a partial award will be at the sole discretion of the District.

The District reserves the right to request additional information. The contract shall be awarded to the qualified Proposer(s), whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the District.

- Applicant expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the Funding Response Number (FRN) at the percentage rate submitted.
- The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on form 471. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount and invoice the district only the undiscounted portion.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 1 day to questions associated with their proposal.

- The contractor is responsible for providing a valid Service Provider Identification Number (SPIN) at the time the bid is submitted. The District reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval. The DISTRICT reserves the right to accept the pricing proposal solely dependent upon SLD approval.
- Should any doubt or difference of opinion arise between the District and the successful proposal awarded this Contract as to the items to be furnished/serviced hereunder or the interpretation of the provisions of this RFP, the decision of the District shall be final and binding upon all parties.
- Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the District. In general, the following criteria will be used: price, qualifications, service approach, and the experience of the Proposer, with the price being the primary factor [NOTE: while “price” may include E-Rate ineligible charges, these E-Rate ineligible charges will be scored separately from E-Rate eligible charges; the E-Rate eligible charges will be given the highest weight in the evaluation process]. Per District preference, priority will be given to local vendors. The District will negotiate with the selected Proposer(s) for mutually agreeable terms for the District’s basic maintenance of internal connections services before making an award. Negotiation could include, but not be limited to, price and the terms and conditions of the RFP.
- Submit a clear, concise response to accomplish the scope of services that reflects your understanding of the District’s requirements as described in the Scope of Service. This response should demonstrate an understanding of the District’s needs.
- Submit a detailed breakdown of the costs and charges involved in completing the scope of work. The District relies on the Proposer to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the District. Prices should be all-inclusive including all special construction or non-recurring costs and all monthly recurring costs.
- An individual having full authority to execute the proposal and to execute any resulting contract for services (“authorized representative”) must complete and submit the attached Proposal Response Form.

- No officer or employee of Jacksboro ISD shall have a financial interest, direct or indirect, in any contract made with Jacksboro ISD.
- Important Dates to Remember:  
RFP Posting date January 19, 2023  
Bid Opening Date February 16, 2023  
NO billing can take place before July 1, 2023.

*\*Prospective Service Providers will be required to submit three references, with the proposal describing experience with comparable projects in the Technology customer market and their SPIN number. Failure to supply these documents may be considered grounds for disqualification*

*\*Prospective Service Providers will need to schedule walkthroughs of the DMARC location if any facilities information is needed for a thorough bid.*

### **Scope of services:**

#### Section 1: Introduction

Jacksboro ISD, hereafter referred to as Applicant, wishes to compare Leased Lit Fiber and Leased Dark Fiber options to deliver Internet access to the district terminating at Jacksboro High School.

**All Leased Lit Fiber bids must be direct Internet access (DIA) solutions. Bidders may choose any upstream PoP when bidding on this option.**

**All Leased Dark Fiber bids must be a point-to-point solution. Bidders must use the Jacksboro High School as the endpoint when bidding on this option.**

Jacksboro High School

**1400 N. Main St., Jacksboro, TX, 76458**

#### Section 2: Service Requests

1. Applicant is seeking bids for 3 services. Respondents may bid one, all, or any combination of options. See Section 3 for the requirements of each solution.

a. The first service is a fully managed, bundled Internet access solution. Leased Lit Fiber (with or without Internet Access) is the E-rate Category 1 service option to choose when bidding a

bundled solution of Internet access delivered over leased lit fiber. See Section 3 for solution requirements.

b. Internet Access: ISP service only. All bids for this service must be delivered to the Jacksboro High School.

c. The third service is for leased Dark Fiber. All bids for this service must be delivered to the Jacksboro High School.

## 2. Network Design and Construction Routes

a. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.

b. Due to current and future bandwidth needs, respondents are encouraged to provide a dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites, and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

c. Respondents should clearly illustrate proposed network design and construction routes.

d. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

## 3. Special Construction

a. In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.

b. Special construction charges eligible for Category One support consist of three components:

- i. construction of network facilities
  - ii. design and engineering
  - iii. project management
- c. If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC).
  - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard
  - ii. For leased dark fiber solutions, equipment required by the Applicant to light the fiber is not considered special construction.
- d. Special Construction Payment Plan Option
  - i. The applicant requests that the respondents consider allowing the Applicant to pay the non-discount share of special construction costs (the portion of costs that are the responsibility of the applicant) to be paid in equal annual installments over four years from Funding Year 2022 to Funding Year 2026 inclusive. Responses must include agreement or non-agreement of this request.
- e. Excess fiber strands for special construction projects
  - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
  - ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
  - iii. For examples of cost allocation, please see the

document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

### Section 3: Solution Specifications

#### 1. Internet access (Single Mode Fiber Handoff)

- a. Applicant must have a dedicated, minimum symmetrical bandwidth of 1 Gbps, 2 Gbps, and 5 Gbps options.
- b. The solution must be scalable to 5 Gbps.
- c. Applicant also will evaluate firewall services bundled with Internet access service.
- d. Contract options are requested for 12 months, 36 months, and 60-month terms of service.
- e. Each respondent is required to complete the attached pricing sheet with this RFP.
  - i. Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.
  - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
  - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
- f. If an increase in bandwidth is requested during the contract period the contract does not renew.
- g. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

#### 2. Leased Lit Fiber (Single Mode Fiber Handoff)

- a. Applicant must have a dedicated, symmetrical transport bandwidth of 1 Gbps, 2 Gbps, and 5 Gbps options between the designated endpoints.
- b. The solution must be scalable to 5 Gbps.
- c. Contract options are requested for 12 months, 36 months, and

60-month terms of service.

i. Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.

ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.

iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.

d. If an increase in bandwidth is requested during the contract period the contract does not renew.

e. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:

i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.

ii. .25% frame/packet loss commitment

iii. 3ms network latency commitment

iv. 4ms network jitter commitment

v. There is no right of the provider to limit or throttle the capacity of the circuit at any time for any reason

vi. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

### 3. Leased Dark Fiber (Single Mode Fiber Handoff)

a. Applicant must have two (2) strands (1 pair) of single-mode fiber from the hub to each eligible entity location.

b. Contract options are requested for 36 months, 60 months, and 120-month terms of service.

c. Pricing

i. Special construction and monthly recurring costs are required to be broken out and listed separately.

ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.

iii. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.

d. The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.

e. All solutions require maintenance as part of the MRC subject to the following terms and the terms found in Section 4:

i. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.

ii. In the case that maintenance is subcontracted out to a 3rd party, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.

iii. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the Applicant fiber segments versus overall network maintenance.

iv. Vendor stated commitment is to respond to any outages within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.

v. The respondent should include an overview of maintenance practices including:

1. Routine maintenance and inspection
2. Scheduled maintenance windows and scheduling practices for planned outages
3. Marker and handhole inspection and repair
4. Handling of unscheduled outages and customer



problem reports

5. What service level agreement is included and what alternative service levels may be available at additional cost
6. What agreements are in place with applicable utilities and utility contractors for emergency restoration
7. Repair of fiber breaks and mean time to repair
8. Replacement of damaged fiber and fiber that no longer meets specifications
9. Post repair testing
10. Policies for customer notification regarding maintenance
11. Process for changing procedures, including customer notification practices
12. Process for moves, adds, and changes
13. Process for responding to locate requests

#### Section 4: Service Level Agreement

1. Network operations center: Solution will provide customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. The customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor-provided services.
2. Trouble reporting and response: Upon interruption, degradation, or loss of service, the Customer may contact the Vendor by a defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
3. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when the

implementation schedule is completed.

4. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

5. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation, and resolution plan will be provided to the district.

6. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.

7. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

8. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.

9. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

## Section 5: General Terms for All Proposals

1. Failure to include any requested information noted as required by the respondent is grounds for disqualification.

2. Description of Proposal

a. Respondent's proposal should include all sites for the option bid. If the respondent bids leased dark fiber or leased lit fiber – all sites must be included in the bid. Failure to include all sites in a bid option could be considered grounds for disqualification.

b. Respondent will provide a description of their proposal for all services and solutions.

c. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).

3. Timeline

a. For each response, respondents must include a timeline for

bringing all sites online.

b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.

c. For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.

#### 4. Demarcation

a. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.

b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.

c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc. (Single Mode Fiber Handoff required)

#### 5. Network Diagram

a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.

b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between the hub site and each endpoint.

#### 6. References

a. For each response, the respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of the Applicant.

b. If the respondent responds to more than one option (e.g. leased lit fiber service as well as leased dark fiber), provide 3 references for each.

#### 7. E-rate Program Integrity Assurance (PIA) Review

a. If their solution is chosen, respondents are required to promptly provide the Applicant with any information being

requested as part of the PIA review.

b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials, and other cost information requested during PIA review.

d. All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.

#### 8. Required Notice to Proceed and Funding Availability

a. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.

b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.

c. E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

## Section 6: Evaluation Criteria

### 1. Leased Lit Fiber, IA only, and Leased Dark Fiber

% Weight	Criteria
40%	E-rate eligible recurring and one-time circuit costs <sup>1</sup>
5%	Complete bid submission <sup>2</sup>
20%	Ability to support requirements of this RFP <sup>3</sup>
15%	Proposed contract terms and conditions <sup>4</sup>
10%	Service reliability and dedicated infrastructure <sup>5</sup>
5%	E-rate ineligible recurring or one-time costs <sup>6</sup>
5%	Provider references <sup>7</sup>

### 2. Category 1 Network Equipment

% Weight	Criteria
60%	E-rate eligible costs <sup>1</sup>
10%	E-rate ineligible costs <sup>6</sup>
30%	Compatibility with existing network infrastructure <sup>8</sup>

### 3. Criteria Explanation

1. E-rate eligible costs: the total cost of ownership for the eligible components of the proposed service. The total cost of ownership takes into account all one-time and recurring costs. Note that E-rate eligible costs refer to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-rate program rules.
2. Complete bid submission: Bids concisely address Applicant's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information
3. Ability to support requirements of this RFP: proposed solution clearly meets Applicant's requirements and needs
4. Proposed contract terms and conditions: The proposed contract has flexibility and terms desired by Applicant
5. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
6. E-rate ineligible costs: Any costs of the proposed service that are not eligible for E-rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
7. Provider references: response included K12 references that were similar in size and scope
8. Compatibility with existing network infrastructure: proposed equipment is easily compatible with the existing equipment used by the Applicant.

**\*The Scope of Work documentation, the Proposal Response Form, References, and the Conflict of Interest Questionnaire.**

Proposals must be received no later than Thursday, February 16, 2023 2:00 PM.

Proposals must be submitted via email to [thomasgc@jacksboroisd.net](mailto:thomasgc@jacksboroisd.net)

PROPOSAL RESPONSE FORM

DATE: \_\_\_\_\_

Proposal of : \_\_\_\_\_, (hereinafter called Vendor), a Corporation/Partnership/an Individual doing business as

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TO: The Jacksboro Independent School District (hereinafter called the Owner).

The Proposer, in compliance with your Request for Proposal for delivery of high-speed broadband Internet having examined the RFP and Scope of Services with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the project in accordance with the contract documents, within the time set forth in the Proposal Submission Instructions, and at the price stated therein. These prices are to cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Proposer acknowledges receipt of the following addenda in the event subsequently issued.

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Proposer agrees to perform the installation of Lit Fiber described in the RFP Scope of Services.

Submitted by an authorized representative:

\_\_\_\_\_

Firm

\_\_\_\_\_

FEI/SSN

\_\_\_\_\_

Signature

\_\_\_\_\_

Typed Name & Title

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Telephone

\_\_\_\_\_

Fax Number

\_\_\_\_\_

Service Provider Identification Number (SPIN)