

# Request for Bid Managed WAN

January 27, 2023

Nebraska City Public Schools  
215 N 12<sup>th</sup> Street  
Nebraska City, NE 68410

## Description of Project

Nebraska City Public Schools is seeking bids for a full duplexed wide area fiber network to connect two district buildings.

**All Special Construction fees must be outlined and identified separately to be considered a complete bid.**

Successful vendor will provide entities with the option of a managed 1, 2, 4, or 10 Gbps full duplex Wide Area Network (WAN) to the entity site using 100% fiber optic cable in. The demarcation point will be located at a secured location at all entities. See Appendix A for the list of demarcation points. All dmarc Z locations will be the high school.

This network provides complete data connections for all data services to all district buildings. Bids that limit the type or amount of data will not be accepted.

This entire RFB and all addenda will become part of the final agreement; therefore, all sections of the RFB must either be accepted by the vendor or a negotiated acceptable solution with all entities must be obtained. If any discrepancies exist between the agreement and RFB, the higher or more stringent requirement of the vendor will control.

Internet service is currently NOT part of the bidding process.

A successful vendor must supply throughput of 95% of contracted capacity. Detailed testing procedures to meet this requirement must accompany all bid documents.

### **Other Bid Requirements**

Proposals are due in either hardcopy or in electronic form (PDF format) on or before **Friday, March 10, 2023 at 3:00 pm CST** at Nebraska City Public Schools, Attn: Dustin Buggi – RFP Response, 900 West Court Street, Nebraska City, NE 68410 or emailed to [dbuggi@esu4.net](mailto:dbuggi@esu4.net). Emailed proposal documents will be time-stamped from the receiving computer.

Proposals will be available for inspection, at the District Board Room of Nebraska City Public Schools, 215 N 12<sup>th</sup> Street, Nebraska City, NE on March 17, 2023 after 12:00 pm CST.

Questions should be addressed, no later than February 22, 2023, to:

Dustin Buggi  
Email: [dbuggi@esu4.net](mailto:dbuggi@esu4.net)

Questions and Answers will be posted on entity's website (<https://www.nbcityps.org/>) by February 24, 2023.

The original RFB and changes will be posted on the district's website (<https://www.nbcityps.org/>). If you would like notifications of posted changes to the RFB please email [dbuggi@esu4.net](mailto:dbuggi@esu4.net) to be added to the bidders list.

A request to withdraw a proposal must be made in writing and filed with Dustin Buggi, Director of Technology, prior to the time set for the opening of bids. No bid may be withdrawn for a period of 30 days following the opening of bids.

Vendor may be disqualified and their bids disregarded for reasons which include but are not limited to the following:

The entities have reason to believe that vendor have engaged in collusion.  
The vendor being interested in any litigation against the any of the entities.  
The vendor is in arrears on any existing contract or has defaulted on a previous contract.  
The vendor has uncompleted work which, in the judgment of the entities' governing boards, will prevent or hinder the prompt completion of this project, if it were awarded to the vendor.  
The vendor has not been in the business for at least five years.

Vendors that fail to respond to any request for information, whether written or verbal, may be deemed non-responsive and their bids may not be considered for the award.

The entities reserve the right to conduct discussions with any or all invited vendors for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the project, delivery schedule, and pricing.

Submission of a bid in response to this invitation is certification that you, your company, and any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

All goods and materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications, if any, is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the vendor should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the entities a list of the same which it proposes to furnish. The opinion of the entity and/or the entities' representatives shall be sole and final judge as to the suitability or equality of substituted items.

The district reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received. The entities further reserve the right to conduct a pre-award survey of any vendor under consideration to confirm any of the furnished information or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the entities to be necessary for the successful performance of the contract. The entities further reserve the right to cancel or amend the invitation to bid at any time and will notify all recipients accordingly.

By submitting a bid, the vendor agrees to waive any claim it has, or may have, against the district and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the bid solicitation documents or the contract documents; acceptance or rejection of any bids; and award of the contract.

It is understood that the goods and services provided by the vendor may be funded by the entities in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education (hereinafter "USDOE") and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe.

All bidding vendors must be Erate eligible and meet the following requirements as part of the RFB response:

- Approved and Current Form 498
- Approved FCC Form 499A
- Approved and Current Form 473/SPAC (Service Provider Annual Certification)
- Provide their SPIN number

**Definition of Terms and Appendix Guidelines**

RFB	Request for Bid Document
Vendor Communications	vendors responding to this RFB
Secondary Vendor	Any sub-agreement or delivering services to the network
SPF	Single Points of Failure
DCA	Document of Circuit Acceptance
ESU	Educational Service Unit

Appendices:

- A List of entities
- B Network Diagram
- C Bid Pricing
- D Document of Circuit Acceptance
- E Evaluation rubric

The vendor to whom the bid is awarded will enter into a written contract and will perform all work pursuant to that contract.

Vendor Checklist:

- Provide SPIN number
- Define ticketing system
- Detailed testing procedures
- Fiber route maps
- Demarcation description
- Vendor partnerships
- References
- Complete Appendix C: Bid Pricing form

**Scope of Services:**

Bandwidth requirements:

Aggregated bandwidth must have the option for 2 exit points from the provider's network. In the event the provider has multiple hub sites, the provider's backbone connecting the hub sites must always be at a throughput rate that is equal or greater than the total aggregate throughput purchased.

**Report Ticketing Systems:**

All vendors must define in detail a 24/7 "trouble ticketing" system within their RFB response. The district must be able to establish a ticket either electronically or verbally via a toll-free phone number. As part of the selection process, the district may call into the vendor's ticketing system with a trial issue to determine ease of use and understandability of vendor's staff. The timestamp of the ticket will begin at the time of notification of the outage, as defined in the "Service Outages and Cost Recovery Schedules" section of this RFB. Circuit identification number(s) will be given as part of the establishment of a service ticket. A ticket escalation process must be defined and include in the response to this RFB.

**Guaranteed Speeds:**

All bandwidth contracted speeds need to sustain speeds of 95% of contracted amounts. Testing procedures, defined by the vendor, and any software needed to administer this test must be supplied by the vendor and described in the response to this RFB. Every entity must have the necessary data permissions and authority to run such test as deemed necessary by the entity. Entities must follow the vendor's process documented in this RFB response. If any speed test fails 4 or more times within 1 hour of time the entity will submit a trouble ticket as outlined by the vendor and the vendor will respond according to the "Service Outages and Cost Recovery Schedules" within this RFB.

**Fiber Route Maps:**

Selected vendors must produce a clearly readable fiber map that details all existing routes and any proposed additions that include all district buildings within this RFB. All vendor's maps must also be provided in a separate PDF document at the time of submission of the RFB response. These maps will be used to determine single points of failure (SPF) in the event that fiber is damaged or broken. SPF will weigh heavily in the evaluation and selection of a vendor.

**Circuit Identification:**

A circuit identification number for each circuit must be given to the district at the time circuit goes live or the installation will be considered incomplete.

**Demarcation Description:**

Each bidding vendor's response must include a description of the buildings' demarcation equipment and the number of U's required to house equipment.

**Federal and State Building, Electrical, and Fire/Life Codes:**

It is the responsibility of the bidding vendor to follow all current Building, Structural, Plumbing, Mechanical, Electrical and Fire/Life state and federal codes. Any costs/fees/fines associated with moving of any demarcation, installation of a new demarcation or construction of a fiber

route is the cost of the bidding vendor if due to a code violation. The district will not assume any legal costs of any kind associated with the above mentioned. Obtainment of any permits and associated fees will be a direct cost to the entity in which the work is being completed and need to be separately charged to the individual districts directly at the time of construction. Any and all permitting, right-of-way, city/county/state/federal fees or other type of fees must be identified and a part of this RFB response.

**Service Outage and Cost Recovery Schedules:**

Service outages are now very expensive to the cost of running a district. With most of the Information Technology being in the cloud, either within the ESU or globally, outages are costly to the running of today’s educational centers. It is important that any outages take top priority. The restoration time will start at the time of notification of the outage (vendor and entity ticket) and the following cost recovery schedule will be followed for any selected vendor. The cause of the outage is the responsibility of the vendor and the below cost recovery schedule will be followed.

Hours 1 thru 5 No charge

Hours 6 thru 8 \$250/hour/down entity

Hours 9 thru full restoration \$500/hour/down entity

Each entity shall have the right to offset any payment due or to become due to vendor in an amount sufficient to recover these amounts.

**Hours of Service:**

This RFB is requesting a network with 24/7 hours of service. Allowable maintenance hours are weekly from 12:01 am Sunday for a duration of 6 hours. All other outages will be considered emergency outages and will follow the “Service Outages and Cost Recovery Schedules” section of this RFB. Entities must agree to allow vendor personnel on site during all hours of service. Refusing a vendor access to vendor’s equipment will halt the “service outage” time clock.

**Testing Throughput, Monitoring and Notification Requirements:**

**Testing throughput:**

Throughput testing will be done in a “stand alone” state so that all entity traffic is suspended.

Testing will be done according to documented processes as defined in the response to this RFB.

Total throughput must be at 95% of contracted amount for the testing to be considered successful. All vendor devices must be part of the vendor’s defined throughput test and must test end to end.

**Monitoring:**

All demarcation equipment must be monitored by both the vendor and the district or a representative of the district. If the equipment cannot be monitored via an IP based monitoring system, such as PRTG, the vendor must allow access to the vendor’s monitoring systems for all entities served.

Notification requirements:

If a monitoring system detects a failed network and it has been determined that the failure is due to a vendor's device or fiber issue, a vendor restoration ticket will be issued and the restoration time clock will start. Only the district or representative of the district registering a repair ticket will start a restoration time clock. The restoration time will end after the vendor notifies the entity that full restoration is complete. The district must have no less than two contacts and the selected vendor must try to contact both before the time clock will stop automatically.

Advance email notification of outages, scheduled or unscheduled, must include all circuit identification numbers that will be affected by the outage.

**Use of Signal:**

Nebraska City Public Schools has the right to move any and all data across the contracted fiber as governed by Nebraska Educational Statutes. Selected vendor will not have the right to block any type or quantity of data as long as it is within the contracted speed. Additionally, the selected vendor may not prioritize or slow any type of data traversing the fiber network unless specifically asked by the district in writing.

**Power and Power Protection Equipment:**

Power must be supplied by the district as described by the vendor in this RFB response. Power protection is the responsibility of the vendor unless an agreement, in writing, is provided by the vendor in which the entity will give protected power to the vendor's devices. Power protection consists of an Uninterruptible Power Supply (UPS) that is monitored and managed by the vendor via a network card. The UPS shall have a runtime of at least 30 minutes when supporting the load of vendor-owned equipment. The district shall have the choice between a rack-mounted or tower UPS. UPS hardware and batteries must be tested and maintained annually and replaced by the vendor when warranted. Power requirements for the vendor's equipment must be defined in this RFB response.

**Additional and Non-Recurring Costs:**

Any additional monthly, annual or one-time costs must be defined within the RFB response. All costs, including any fees or taxes, must be included in the RFB cost or if exact costs are not available, a highly accurate estimate must be included. All estimated costs must be clearly marked as an estimate. Network equipment and installation costs must be identified separately from the monthly recurring costs. Cost will be the primary selection criteria.

**Vendor Partnerships:**

All secondary partnerships (subcontractors) delivering services with the bidding vendor must be identified as part of the response to this RFB. Any and all issues caused by or in part, caused by a secondary partnership are the responsibility of the bidding vendor. Only the bidding vendor's ticketing system will be used. It will remain the responsibility of the bidding vendor for all tickets regardless whether or not the ticket was issued due to a failure on a partnership's service.

**Terms of Agreement:**

Nebraska City Public Schools is seeking bids for a three (3) year contract; commencing on July 1, 2023 and terminating on June 30, 2026.

**Termination of Agreement:**

The selected vendor of the agreement may terminate the agreement due to nonpayment of costs and will be entitled to full payment as according to the schedule found in Appendix C. Either party upon breach of agreement can terminate the agreement due to violation of the agreement or this RFB, which will become an addendum to this agreement.

The agreement can be terminated immediately and without penalty by the entities due to the following:

- Permanent Building Closure
- District Consolidations
- District Unifications
- District Reorganizations and Building Abandonment
- District Dissolution
- Permanent Loss or Non-appropriation of Funds
- Condemnation of Facilities
- Change in ESU Affiliation

**Billing and Payments:**

The selected vendor shall bill all charges specified or referred to in the agreement for and in connection with the provisions of the contracted services as described in the RFB. All charges and credits, such as service interruption credits, will be itemized on a vendor's invoice. No charges will be processed from a partnership established by the selected vendor for delivery or monitoring of the agreement.

All charges to the district shall be exempt from State and Federal taxes, provided that the entity remains qualified for tax exempt status pursuant to applicable Nebraska State and Federal law. Any charges, taxes or other franchise or regulatory fees or assessments levied on vendor and listed in this RFB (section I) shall be passed through by vendor to the entity as required by Nebraska statute. All charges/credits must be itemized on a monthly invoice.

The district shall make payment for all charges on each bill within forty-five (45) days of the receipt of the invoice. All payments will be made to selected vendor and no payments will be made to any secondary vendors (subcontractors). Payments will be mailed or electronically deposited to the address provided or into the account number and financial institution given to the entity.

This RFB will automatically become part of any contract awarded to a vendor. The District requests vendors to file a Form 474 (Service Provider Invoice; SPI) to request reimbursement directly from USAC for the eligible Erate portion of the contract.

**Applicable Laws:**

All regulatory laws and practices or legal actions will fall under the jurisdiction of the state of Nebraska and the United States federal laws.

**Damage of Equipment:**

Selected vendor shall be liable for any defacement of or damage to the premises of the district resulting from the furnishing of contracted services or facilities on such premises or the installation or removal thereof, when such defacement or damage is the result of negligence or willful misconduct on the part of the selected vendor or any subcontractors of the selected



vendor. All agents or employees of all subcontractors shall be deemed to be employees of the selected vendor and therefore selected vendor will be liable for them under the agreement.

**Selection Evaluation Rubric:**

See Appendix E.

**References:**

Please supply as a response to this RFB at least two (2) K-12 systems in which the vendor has supplied WAN services, noting the number of years services were supplied and stating if they are currently under a contract with the referenced organization.

Final

## **Appendix A: List of Participating Entities**

Northside Elementary School  
1200 14<sup>th</sup> Ave  
Nebraska City, NE 68410

Nebraska City Public Schools Central Office  
215 N 12<sup>th</sup> Street  
Nebraska City, NE 68310

Final

## Appendix B: Network Diagram

<b>CONNECTION A: NORTHSIDE ELEMENTARY SCHOOL</b>	
<b>Demarcation Point: Network Closet in Northside Elementary School to Network Closet at Nebraska City High School.</b>	
Northside Elementary School 1200 14 <sup>th</sup> Ave Nebraska City, NE 68410	<b>To:</b> Nebraska City High School 141 Steinhart Park Road Nebraska City, NE 68410

<b>CONNECTION B: NEBRASKA CITY PUBLIC SCHOOLS CENTRAL OFFICE</b>	
<b>Demarcation Point: Network Closet in Nebraska City Public Schools Central Office to Network Closet at Nebraska City High School.</b>	
Nebraska City Public Schools Central Office 215 North 12 <sup>th</sup> Street Nebraska City, NE 68410	<b>To:</b> Nebraska City High School 141 Steinhart Park Road Nebraska City, NE 68410

## Appendix C: Bid Pricing

<b>Requested Bandwidth: Northside Elementary School</b>	<b>Monthly Recurring Costs</b>	<b>Non-Recurring Cost</b>	<b>Special Construction Costs</b>
1 Gbps	\$	\$	\$
2 Gbps	\$	\$	\$
4 Gbps	\$	\$	\$
10 Gbps	\$	\$	\$

<b>Requested Bandwidth: Nebraska City Public Schools Central Office</b>	<b>Monthly Recurring Costs</b>	<b>Non-Recurring Cost</b>	<b>Special Construction Costs</b>
1 Gbps	\$	\$	\$
2 Gbps	\$	\$	\$
4 Gbps	\$	\$	\$
10 Gbps	\$	\$	\$

## Appendix C: Bid Pricing Continued

I acknowledge Section 2.1 Pricing and Payment; Nebraska City Public Schools will only accept discount on invoices; therefore, the winning vendor will file a Form 474 (Service Provider Invoice Form) to request payment of the discount amount for eligible services after billing the applicant for the non-discount share of the cost of the equipment and/or services.

Vendor Name: \_\_\_\_\_

Erate Form 498 ID (SPIN): \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Final

**Appendix D: Document of Circuit Acceptance**

<b>Entity</b>	<b>District Handoff Operational</b>	<b>Circuit Tested &amp; Functional</b>
Northside Elementary School		
Nebraska City Central Office		

Final

## Appendix E: Evaluation Rubric

The bid will be awarded to the lowest responsible, responsive vendor who provides the most cost-effective service using the following criteria:

**Price of the Eligible Services.....40 points**

Total contract cost of initial, monthly and fees for the term of the contract.

**Past relationship/reputation of Vendor .....30 points**

Does the district already have positive experience(s) with the vendor.

**Proposal Specifications .....20 points**

All specification of the RFP that the proposal addresses will be evaluated and points award accordingly.

**References and Reliability..... 10 points**

The bid will be awarded to the vendor who scores the most points on this evaluation rubric.