

**Chillicothe
Request for Proposals
“2024 Internet Access and WAN
Services”**

**Chillicothe R-II School District
2807 Hornet Rd. Chillicothe, MO 64601**

660-646-4566

Superintendent: Dr. Daniel Wiebers

**Issue Date: January 31, 2024
Proposal Due Date: February 28, 2024**

The Chillicothe R-II School District at 2807 Hornet Rd., Chillicothe, MO 64601, is seeking proposals for internet access and leased lit fiber services for delivery of wide area network (WAN) services to the district. Service is expected to originate at the district hub site and be delivered to the eligible service locations. All locations, with addresses and demarcation points, are listed. The new service is being planned to begin on July 1, 2024 which represents the expiration of the current leased WAN service. Service Addresses are:

Grand River Technical School
1200 Fair Street
Chillicothe, MO 64601

Chillicothe High School
2801 Hornet Dr.
Chillicothe, MO 64601

Chillicothe Middle School
1529 Calhoun St.
Chillicothe, MO 64601

Litton Ag Center
10780 LIV 235
Chillicothe, MO 64601

Mervyn W. Jenkins Expo Center
10808 LIV 235
Chillicothe, MO 64601

Bus Barn
1011 Gilbert St.
Chillicothe, MO 64601

Proposals shall be received to the office of: Dr. Daniel Wiebers, Superintendent, Chillicothe R-II Schools. 2807 Hornet Rd., Chillicothe, MO 64601. Deadline for Proposals: February 28, 2024, at 2:00 PM CST, NO EXTENSIONS WILL BE GRANTED.

Please provide 3 sealed copies of the proposals. A copy of the Request for Proposal (RFP) specification can be obtained from the District Office 2807 Hornet Rd., Chillicothe, MO 64601.

For questions concerning the RFP or site visits, please make arrangements with the Superintendent, Dr. Daniel Wiebers at 660-646-4566.

The District will evaluate all proposals and make a Qualified Provider recommendation, at which time the Qualified Provider that best meets the needs of the District will be notified. The District reserves the right to accept in part or in whole any Submission, waive any formalities, or minor technical inconsistencies or delete any item/requirements from the RFP or resulting contract when deemed to be in the District's best interest.

The District will not provide compensation to the Respondent(s) for any expense incurred by the Respondent(s) for submission preparation, product evaluations, or demonstrations that may be made.

GENERAL INFORMATION

1. Companies are strongly encouraged to read the entire Request for Proposal (RFP).
2. The purpose of this RFP is to establish the requirements for the requested services and to solicit Proposals from firms (hereafter “Company”) for providing such services. The RFP requests a great amount of detail to avoid delays, misunderstanding, and to simplify the evaluation of the Proposals. The Company is requested to respond to each specification.
3. It is the Company’s responsibility to assure that their proposal is delivered at the proper time and place of the proposal opening.
4. The Applicant is not responsible for lateness or non-delivery by the US Postal Service or other carriers to the district location as set in this RFP. The time and date recorded by the Applicant shall be the official time of receipt. Late bids will not be considered.
5. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the Applicant. There is no expressed or implied obligation for the Applicant to reimburse responding Companies for any expenses incurred in preparing proposals in response to this request.
6. The Applicant reserves the right to decline any or all proposal submissions, or to cancel the RFP call, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the Applicant to any Company for any expense, cost, loss, or damage incurred or suffered by the Company as a result of such withdrawal.
7. While the Applicant has used considerable efforts to ensure an accurate representation of information in this RFP document, the information herein is contained solely as a guideline for proposers.
8. In the event of a conflict between the Proposal and the RFP, the Applicant shall resolve any inconsistency in favor of the RFP. The Company agrees to abide by the decisions of the Applicant. Any ambiguity in the Proposal because of the omission, error, lack of clarity, or noncompliance by the Company with specifications, instructions, and all conditions of bidding shall be construed in the favor of the Applicant.
9. The Company is responsible for its own verification of all information provided. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.

10. No oral interpretation will be made to any Company as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the Applicant.

11. Any requests for clarification of additional information deemed necessary by any respondent to present a bid shall be submitted in writing by email to bdennis@chillicotheschools.org. Written requests for information must be received a minimum of five (5) days prior to the Proposal due date. Any questions received after the stated deadline will not be considered.

12. Any information given to one prospective bidder will be furnished to all prospective bidders as a Proposal addendum and will be located on the District's website for RFP/RFQs, if such information is necessary to bidders in submitting their proposals or if the lack of such information would be prejudicial to an uninformed bidder. Companies are requested to check on the District website daily for any new addendums to this RFP.

13. The Applicant reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the Applicant.

14. All Proposals shall be deemed final, conclusive, and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the Applicant after the scheduled closing time for the receipt of Proposals.

15. To facilitate consideration of the Proposals, the Applicant may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange a time for an interview. The Applicant, in its sole discretion, will determine which, if any, Company will be interviewed.

16. The Applicant reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.

17. The Applicant may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.

18. The Applicant reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the Applicant, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the Applicant. The Applicant shall be entitled to do so without any liability being incurred by the District to the Company.

19. The Applicant reserves the right to terminate this contract within 30 days' written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the contract, the successful Company shall remain

responsible for its obligations under this contract up to the date of termination. The Applicant reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the contract, by the successful Company.

20. Any and all bids are to be in accordance with the State of Missouri bids for public entities.

E-RATE REQUIREMENTS

Applicant anticipates that some or all of the Services provided by the Company may be eligible for certain E-Rate discounts made available on a program year basis pursuant to Orders issued by the Federal Communications Commission (“FCC”) in connection with the Universal Service Order. The Applicant intends to apply to the Schools and Libraries Division (“SLD”) of the Universal Service Administrative Company (“USAC”) for discounts on the eligible services in this contract on an annual basis. If the Applicant does not receive a Funding Commitment Decision Letter from the SLD for the next program year or if the SLD has ruled that the district has not fully complied with all requirements of the program, the Applicant, at its sole option, may cancel this agreement at the beginning of the next program year.

- ***E-Rate Compliance:*** Respondent must assure that its response is in compliance with all current E-Rate program guidelines established by the Federal Communications Commission (FCC). Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) at 1-888-203-8100 or see their website at www.sl.universalservice.org.

- ***Eligibility of Goods and Services:*** Goods and services provided shall be clearly designated as “E-Rate Eligible”. Non-Eligible goods and services shall be clearly called out as 100% non-eligible or shall be ‘cost-allocated’ to show the percentage of eligible costs per SLD guidelines.

- ***Proposal Binding Period:*** Due to the possible extended approval process required by the E-Rate program, the Vendor’s response pricing shall remain in effect for a period of at least one year from the response.

- ***E-Rate Funding Year Boundaries:*** The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of contract ‘signing date’, goods and services requested in this RFP shall be delivered no earlier than the start of the 2024 Funding Year (July 1, 2024). To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate

funding years.

- ***SLD Invoicing:*** Respondents agree to conform to all E-RATE guidelines for the billing of discounts to the SLD and the processing of Billed Entity Application for Reimbursement (BEAR) Forms by the District. Responder must also provide the name, title and telephone number for a single point of contact for E-Rate questions.

- ***SPIN Number:*** Respondents shall document the ability to participate in the E-Rate program by supplying their current SPIN (Service Provider Identification Number) and current FCC Registration Number (FRN) as part of their proposal.

- ***FCC/SLD Auditability:*** The E-Rate program requires that all records be retained for at least ten years. Respondent hereby agrees to retain all books, records, and other documents relative to this contract for ten (10) years after final payment, or until audited by SLD and or District, whichever is sooner. District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the contractor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during the said period.

- ***Lowest Corresponding Price:*** Service Provider acknowledges and agrees to comply with all FCC guidelines regarding the Lowest Corresponding Prices for services provided.

VENDOR QUALIFICATIONS

In order to submit a proposal, the vendor must meet the following qualifications:

- Be able to supply all products and services.
- By submitting a Proposal, the Vendor certifies that it is not currently barred or otherwise prohibited from submitting proposals for contracts to any political subdivision or agency of the State of Missouri.

RFP AND COMPETITIVE BIDDING PROCEDURES

SEALED PROPOSAL

“2024 Internet Access and WAN Services”

All bids will be opened at 2:00 pm on February 28th, 2024.

1. Proposals should be delivered prior to the date and time specified above to: Proposals shall be received to the office of: Dr. Daniel Wiebers, Superintendent, Chillicothe. 2807 Hornet Rd., Chillicothe, MO 64601. Deadline for Proposals: February 28, 2024, at 2:00 PM CST, NO EXTENSIONS WILL BE GRANTED.
2. The Company must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Company.
3. Chillicothe R-II School District reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received and to accept any portion of the bid or all items proposed if deemed in the best interest of the District.
4. Chillicothe R-II School District is exempt from all local, state, and federal taxes.
5. The successful bidder must complete an E-Verify Form W-9 form (Taxpayer Identification No.).
6. Oral, telephone, FAX, or E-Mail Proposals will not be considered.

PROPOSAL EVALUATION AND AWARD

Chillicothe R-II School District reserves the right to reject any or all proposals and select the proposal that offers the best overall benefit to the school system. Along with price, special consideration will be given to the proposal of components/services that we believe offer the highest quality and usability with regard to the current infrastructure, future growth, and RFP specifications. In addition, special consideration will be given to vendors that are stable and have established themselves in the market. Price is the primary consideration, but not the only consideration per FCC rules for evaluating RFP's for E-Rate.

Evaluation

1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must be organized and tabbed to allow for easy reference.

2. The Proposal shall include a Letter of Transmittal that provides an introduction to the Company and includes an expression of the Company's ability and desire to meet the requirements of the RFP. The Letter of Transmittal must be signed by an authorized individual able to bind the Company to all items in the Proposal, including products, services, prices, etc. contained in the Proposal.
3. The Proposal shall include an Executive Summary that briefly describes the Company's approach to meeting the District's requirements as outlined in the RFP, indicates any major requirements that cannot be met, and highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.
4. References
 - a. For each response, the company must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of the Applicant.
 - b. If the company responds to more than one option (e.g. leased lit fiber service), provide 3 references for each.
5. The company must respond with a fee proposal for all options being considered for service.

SPECIFICATIONS

Section 1: Service Requests

1. Applicant is seeking bids for 3 services. See Section 2 for the requirements of each solution.

- A. The first service is a fully managed, leased lit fiber solution.
- B. The second service is for Category 1 network equipment to place any leased lit fiber solutions into service.
- C. Internet Access

2. Network Design and Construction Routes

- A. The applicant will consider traditional network design that aligns with current design or alternate proposals. The applicant's stated decision criteria will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with Erate 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 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. The 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.

1. Special construction and service eligibility for reimbursement have changed starting funding year 2024. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.

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

1. construction of network facilities
2. design and engineering
3. project management

C. If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC).

1. 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 NRC.
2. For leased dark fiber solutions, equipment required by the Applicant to light the fiber is not considered special construction.

D. Excess fiber strands for special construction projects

1. 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.
2. 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.

Section 2: Solution Specifications

1. Leased Lit Fiber

- A. Applicant must have dedicated, symmetrical transport bandwidth of 10Gbps between the designated endpoints with a minimum of 1Gbps connection quoted.
- B. The solution must be scalable to 40Gbps.
- C. Contract options are requested for a 60 month and 120 month terms of service.
- D. Each respondent is required to complete the attached pricing sheet with this RFP.
 - 1. Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.
 - 2. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 3. 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.
- E. If an increase in bandwidth is requested during the contract period, the contract does not renew.
- F. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:
 - 1. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - 2. .25% frame/packet loss commitment
 - 3. 3ms network latency commitment
 - 4. 4ms network jitter commitment
 - 5. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - 6. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

2. Category 1 Network Equipment

- A. Applicant requires network equipment with installation and configuration to place circuits into service to match the lit fiber service.
- B. Network equipment should be compatible with the Applicant's current equipment and must include all necessary licenses and/or software.

1. Any proposals for equivalent equipment must include an explanation outlining how the proposed equipment offers the same functionality as the example make and model.
- C. Proposals should include an explanation of whether or not the proposed equipment supports higher bandwidths for future scalability and the ease of upgrading (e.g. a new SFP versus a new line card)
- D. Each respondent is required to complete an attached pricing sheet with this RFP. If any part of the equipment cost is ineligible for Category 1 funding, this must be identified. Respondents must clarify equipment eligibility with USAC before submitting proposals.

3. Internet Access

The District is seeking an Internet Service Provider to provide Internet Access to the following address:

Chillicothe High School
2801 Hornet Dr., Chillicothe MO 64601

Existing Network Design

The connection will be connected to our existing Firewall equipment- Fortigate 600E

Internet Access Requirements:

1. The District is seeking bids for a 60 month contract;
2. Must provide quotes at 1 Gbps, 2 Gbps and 3 Gbps;
3. The district requires that all bidders agree that the district can increase bandwidth throughout the life of the contract at a predetermined price;
4. If an increase in bandwidth requires equipment upgrade, vendor shall provide said equipment;
5. All vendor installed equipment shall be under repair maintenance at no cost to the District for the contract duration;

Section 3: 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, Customer may contact the Vendor by the 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 the 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 4: General Terms for All Proposals

1. Description of Proposal

A. Respondent's proposal should include all sites for the option bid. If the respondent bids 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 details Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).

2. 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.

3. Site Changes and Upgrades

- A. The District will have the ability to add locations as well as upgrade services during the course of the contract at terms similar to the original proposal. The District may also eliminate sites during the contract with no penalty.
- B. All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
- C. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
- D. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT5/6a handoff, rack mount patch panel, etc.

4. 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 hub site and each endpoint.

5. E-rate Program Integrity Assurance (PIA) Review

- A. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of 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.

6. 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.

WAN Service Pricing Sheet					
Name	Address	Band width	Special Construction Cost	Additional Non-recurring Costs	Monthly Recurring Cost
Grand River Technical School	1200 Fair Street Chillicothe, MO 64601	10 Gbps	\$	\$	\$
		25 Gbps	\$	\$	\$
		40 Gbps	\$	\$	\$
Chillicothe High School	2801 Hornet Dr. Chillicothe, MO 64601	10 Gbps	\$	\$	\$
		25 Gbps	\$	\$	\$
		40 Gbps	\$	\$	\$
Chillicothe Middle School	1529 Calhoun St. Chillicothe, MO 64601	10 Gbps	\$	\$	\$
		25 Gbps	\$	\$	\$
		40 Gbps	\$	\$	\$
Litton Ag Center	10780 LIV 235 Chillicothe, MO 64601	10 Gbps	\$	\$	\$
		25 Gbps	\$	\$	\$
		40 Gbps	\$	\$	\$
Mervyn W. Jenkins Expo Center	10808 LIV 235 Chillicothe,	10 Gbps	\$	\$	\$

	MO 64601	25 Gbps	\$	\$	\$
		40 Gbps	\$	\$	\$
Bus Barn	1011 Gilbert St. Chillicothe, MO 64601	10 Gbps	\$	\$	\$
		25 Gbps	\$	\$	\$
		40 Gbps	\$	\$	\$

Internet Service Pricing Sheet					
Name	Address	Band width	Special Construction Cost	Additional Non-recurring Costs	Monthly Recurring Cost
Chillicothe High School District Hub	2801 Hornet Dr. Chillicothe, MO 64601	1 Gbps	\$	\$	\$
		2 Gbps	\$	\$	\$
		3 Gbps	\$	\$	\$