



Request for Proposals for Wide Area Network Service
SERVICE TO BEGIN JULY 1, 2025

Timeline:

E-rate Form 470 #240000344

- Questions Due Date: **November 17, 2023**
- Questions must be submitted to <https://forms.gle/n5HQGng35pRedVSv6>. E-mails and phone calls will not be accepted. Q & A will be posted in EPC as a 470 RFP document.
- Due Date: **December 18, 2023 at 10:00 A.M.**
- Proposals will not be accepted after this date. Sealed responses and a service contract ready for the **Orange County Schools** to execute with all site names and addresses included, should be mailed to:

Orange County Schools – Sealed Bid

ATTN: Ryan Miller

1914 New Hope Church Rd

Chapel Hill, NC 27514

Or delivered to:

Orange County Schools – Sealed Bid

ATTN: Ryan Miller

1914 New Hope Church Rd

Chapel Hill, NC 27514

- Two paper copies and two USB flash drives with electronic copies are requested.
- An email should be sent to both ryan.miller@orange.k12.nc.us and erate@erateservices.com to notify that a proposal has been mailed or if you plan to deliver your proposal. Proposals should **NOT** be included in this email.

- Announcement Date: **February 1, 2024**

Section 1: Overview

Orange County Schools is requesting proposals for symmetrical leased lit fiber transport, without Internet access, for delivery of wide area network (WAN) services to the district. Service is expected to originate at the hub location, Orange Co High School at 500 Orange High School Rd, Hillsborough, NC 27278 and be delivered to each site in **Appendix A** in a resilient design that allows for Virtual WAN management. The new service is being planned to begin on **July 1, 2025** which represents the expiration of the current WAN service.

1. Both 3-year and 5-year contract options, with three (3) one-year voluntary extensions, will be considered.
2. Pricing is requested for both Option 1 and Option 2, for both 3 years and 5 years as shown on the WAN Pricing Worksheet.
3. Pricing must be submitted without Special Construction.
4. As with all E-rate FCC Form 470s and RFPs affiliated with a filed FCC Form 470, the applicant will, at its sole discretion decide whether a vendor/respondent award will result from this RFP. The issuance of an FCC Form 470 and this RFP do not obligate the district to make an award.
5. **Orange County Schools** currently has connections provided by Spectrum.
6. USAC has not devised a reasonable transition of service methodology and to ensure the applicant has E-rate funding for 12 months, we seek bids for transitional service on a MTM basis, as well as for a multi-year contract for new service. Vendors are free to bid on both options as long as the transitional service is lit **July 1, 2025** AND is provided on a MTM term.

Section 2: Service Requests

1. Applicant is seeking bids for a fully managed WAN solution. WAN connections are point-to-point fiber connections that connect individual instructional/non-instructional facilities in the same school district. See Section 3 for solution requirements.
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 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. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
 - d. Design must provide resiliency to ensure a single fiber cut or site failure will not affect the rest of the WAN connections.
 - e. 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. A plan for regularly scheduled progress updates during the construction period must be addressed in the bid.
 4. 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. Proposals must be submitted with construction costs allocated over the life of the contract instead of being submitted as one-time special construction costs. Special Construction proposals will not be accepted.

Section 3: Solution Specifications

1. Wide Area Network
 - a. Applicant must have dedicated, symmetrical transport bandwidth between the designated endpoints.
 - b. The solution must be scalable to 1 Gbps, 2 Gbps, 5 Gbps, and 10 Gbps.
 - c. Contract options are requested for 36-month and 60-month terms of service, with three (3) one-year voluntary extensions.
 - d. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Monthly recurring cost including taxes and fees (including current Universal Service Fees), and any additional non-recurring costs are **required** to be broken out and listed separately. North Carolina schools and libraries are not exempt from state tax. The tax rate for Orange County is 7.5%.
 - 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 NRC and MRC rate in each pricing cell of the matrix.
 - e. A single provider is required for all sites. If subcontracts are utilized, Orange County Schools requires a single point of contact from the awarded vendor. A list of subcontractors should be included in the proposal if applicable.
 - f. All costs, including state and local taxes and federal fees, required to deliver the proposed solution must be included in the bid. If there are charges for static IP addresses, they should be included. By submitting a bid, the respondent certifies that it has engineered a full solution including

all monthly recurring charges, all installation charges, and all construction costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

- g. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
- h. Site additions or deletions will be addressed via a contract amendment. The associated fee for additions or deletions must be included in the proposal.
- i. Disconnect or downgrade fees must be included in the proposal.
- j. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

Section 4: Service Level Agreement

- 1. Proposed services must meet the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. .25% frame/packet loss commitment
 - c. 25ms round trip network latency commitment
 - d. 10ms network jitter commitment
 - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.
 - f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
- 2. Network operations center: Solution will provide customer support functions including problem tracking via a ticket portal, resolution, and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to address any problems that may arise relative to its connection with vendor provided services via the portal.
- 3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by 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.

Length of Service Outage Per Site	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%

Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

4. Escalation: In the event that service has not been restored within 2 hours, 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 implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation, and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem.
8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Section 5: General Terms for All Proposals

Orange County Schools reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified.

1. Description of Proposal
 - a. All current sites must be included in the bid. Failure to include all site names and addresses 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).
 - d. Identify any new construction, permits, and easements that will be required. Outline your approach and timing for receiving the permits and easements. If awarded the project, this timing and plan should be followed, or the agreement is violated.

- e. Service Provider must have a USAC 498 ID that is shown on the proposal.
2. Site names and addresses
 - a. If their solution is chosen, respondents are required to include sites names and addresses on the contract.
 - b. If their solution is chosen, respondents are required to include sites names and addresses on the monthly invoices.
3. Reselling and subcontracting
 - a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
 - b. If, at any point following the bid submission, any changes from the 3rd party alters the costs or significantly changes the scope of the proposed service then the Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
4. Timeline
 - a. For each response, respondents must include a timeline for bringing all sites online.
 - b. Proposals requiring little to no construction should be able to bring all sites online by the July 1 start of the funding year.
 - c. For solutions requiring 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.
 - d. New service must be installed, and service started by **July 1, 2025**. The contract must include a statement that all fees will be covered by the new vendor for any sites not connected by **July 1, 2025**.
5. 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
 - d. fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
 - e. The handoff to **Orange County Schools** will need to be an LC connection.
6. 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.
 - i. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied to provide a picture of potential latency.
7. Construction
 - a. Construction details should include the total project plant route feet, average cost per foot of outside plants, total strands, and number of

strands dedicated to **Orange County Schools**.

8. References
 - a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant. – Appendix B
9. Bulk Upload Spreadsheet
 - a. The selected Service Provider will create the Bulk Upload Spreadsheets available for the E-rate Form 471.
10. Contract
 - a. For each response, respondents must provide a prepared service contract ready for signing within 10 business days of receiving the Letter of Intent.
11. Complete and include the checklist on Appendix C.
12. Complete and include WAN Pricing Worksheet.xlsx.
13. 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 construction, the respondent agrees, by submitting its bid, to produce all construction labor, construction materials and other cost information requested during PIA review.
 - d. **All responses must agree, in writing, to this section in the Appendix D Checklist. Failure to answer is grounds for disqualification.**
14. 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 does not come available.
15. Your submission is a public document. A service provider's entire response to a request for proposals and the resulting contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract. All submissions are subject to public disclosure without notice.

Section 6: Evaluation Criteria

RESPONDENT SELECTION SCORING

Leased Lit Fiber, ISP and Voice Proposals will be scored according to the following rubric:

% Weight	Criteria
30%	E-rate eligible recurring and non-recurring costs
20%	Ability to support requirements as laid out in the RFP
10%	Proposed contract terms and conditions
10%	Service uptime and availability reliability.
10%	E-rate ineligible recurring or one-time costs
10%	Demonstrated scalability of technology through pricing for higher tiered bandwidths
10%	Provider references

Section 7: Protest

1. Bid protests must follow the procedures in 01 NCAC 05B .1519 PROTEST PROCEDURES. <http://reports.oah.state.nc.us/ncac/title%2001%20-%20administration/chapter%2005%20-%20purchase%20and%20contract/subchapter%20b/01%20ncac%2005b%20.1519.pdf>

Appendix A

SITES

	Entity Number	Entity Name	Address	City	County	State	Zip Code	Latitude	Longitude
1	27912	A L Stanback Middle School	3700 NC 86 South	Hillsborough	Orange	NC	27278	36.1447317	-79.122354
2	234633	Cedar Ridge High School	1125 New Grady Brown School Rd	Hillsborough	Orange	NC	27278	36.0535062	-79.126446
3	27914	Central Elementary School	154 Hayes St	Hillsborough	Orange	NC	27278	36.0800137	-79.114831
4	27853	Efland-Cheeks Global Elementary School	4401 Fuller Rd	Efland	Orange	NC	27243	36.08343	-79.188777
5	27919	Grady Brown Elementary School	1100 New Grady Brown School Rd	Hillsborough	Orange	NC	27278	36.051311	-79.125873
6	Not E-Rate eligible	Eno Mountain	1000 Virginia Cates Rd	Hillsborough	Orange	NC	27278	36.061790	-79.1218078
7	16042471	Gravelly Hill Middle School	4801 W Ten Rd	Efland	Orange	NC	27243	36.0714234	-79.199016
8	27913	Hillsborough Elementary School	402 N Nash St	Hillsborough	Orange	NC	27278	36.0809149	-79.110369
9	28214	New Hope Elementary School	1900 New Hope Church Rd	Chapel Hill	Orange	NC	27514	36.019651	-79.075856
10	17019135	Orange Co Schools Welcome Center	920 Corporate Drive	Hillsborough	Orange	NC	27278	36.063217	-79.081244
11	17007183	Orange County Schools Administrative Annex	1914 New Hope Church Rd	Chapel Hill		NC	27514	36.020237	-79.073048
12	16021614	Orange County Schools Board Of Education	200 E King St	Hillsborough	Orange	NC	27278	36.075332	-79.095804
13	16021616	Orange County Schools Maintenance Dept	123 E. Oakdale Dr	Hillsborough	Orange	NC	27278	36.051093	-79.104723
14	27916	Orange High School	500 Orange High School Rd	Hillsborough	Orange	NC	27278	36.0922909	-79.093035

15	16057265	Partnership Academy	1006 Storey Ln	Hillsborough	Orange	NC	27278	36.02793	-79.076363
16	223527	Pathways Elementary School	431 Strouds Creek Rd	Hillsborough	Orange	NC	27278	36.110683	-79.103859
17	27915	River Park Elementary School	240 St Mary's Rd	Hillsborough	Orange	NC	27278	36.07688	-79.09361

Appendix B

References

School District or Library System	Contact Name	Email Address	Telephone Number

Appendix C

Checklist

- 3-year with three 1-year extensions
- 5-year with two 1-year extensions
- Network design illustrated
- Construction routes are included
- Design provides resiliency
- Construction details (if needed)
- Bandwidth is scalable
- Pricing spreadsheet is attached
 - Pricing includes NRC
 - Pricing includes MRC
 - Pricing includes all taxes and fees, including current rate for USF
 - Understand that costs added to the quote after the bid is submitted are the responsibility of the company and not the Applicant
- Single provider for all sites
- The contract will allow for bandwidth upgrades via a contract amendment
- Site additions or reductions will be addressed via a contract amendment
- Disconnect fees
- Downgrade fees
- Agree to SLA
- Proposal includes all site names and addresses
- If notified of winning this bid, the contract will include all site names and addresses
- Cut-over dates
- Three references
- It is understood that failure to provide all items requested in this RFP are grounds for disqualification
- USAC 498 ID (SPIN)
- Upon award of a contract, Bulk Upload Spreadsheets will be provided
- An aggregate uptime of 99.9% uptime will be provided
- Circuits will not be throttled
- Protest deadlines are understood
- By submitting a proposal, we are agreeing to the requirements of the RFP
- SLA Portal (Ticket submission, network utilization, progression, tracking, etc.)