### RFP 2015/2016 For High Speed Fiber Optic Wide Area Network Infrastructure

Proposal Issued: September 1<sup>st</sup>, 2015 Advertisement: September 1st, 8th, 15<sup>th</sup>, 2015 Last day for Questions: September 25<sup>th</sup>, 2015 9:00 AM RFP Responses Due Date September 30<sup>th</sup>, 2015 at 9:00 AM

Optional PreBid Meeting: September 8th, 2015 at 10:00 AM

Location: 540 W. North St, Carlisle, PA 17013

#### A. Overview

Carlisle Area School District (CASD) is requesting proposals for services to provide a high-speed Wide Area Network (WAN) solution that will allow for reliable and secure transmissions of voice, data and video. CASD is looking for managed fiber optic network services that will connect 8 school sites back to a private ISP Layer 2 network; from the ISP Layer 2 network with links connecting to the Gerald L Fowler Center, Technology Office (623 W. Penn St, Carlisle, PA 17013). Additionally, CASD is looking for a managed fiber optic network service that will connect two (2) school sites back to the private ISP Layer 2 network as well. The schools will also require connection from the ISP Layer 2 network with links connecting to the Gerald L Fowler Center, Technology Office, address listed above. CASD requests that the school (Mt. Holly Springs Elementary and N. Dickinson Elementary) be proposed separately from the other 8 school sites.

- This service will use fiber optic cables and provide scalable bandwidth of 1GB up to 10 Gbps (with pricing at 1, 2, 5 and 10 Gbps) from each of the 8 sites to a Layer 2 ISP;
- From the Layer 2 ISP provide scalable circuits with bandwidth from 1 GB to 10 GB connecting to the Gerald L Fowler Center, Technology Office data center.
- Unless otherwise specified by CASD, the Service Provider will hand-off at the Main Distribution Frame (MDF) up to a 10000Base-SX (multimode fiber optic medium), 10000Base-LX (singlemode fiber optic medium), or 1000Base-T (copper medium) connection to school site listed below, to Gerald L Fowler Center, Technology Office (Please refer to Item 2 on Page 2).
- For Ethernet terminations, the Service Provider will supply CASD with appropriate Interface Converter that will connect directly into District-provided switches.

Carlisle Area School District is soliciting qualified Service Providers to submit an installation and ongoing service proposal for (including, but not limited to) equipment racks, digital equipment, data cabling, and associated termination equipment as required. The Service Provider must be able to offer E-Rate discounts for the proposed high-speed circuits. In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded Service Provider with no option for transfer of ownership to CASD.

The Service Provider's offerings most comply with the Federal E-rate program so CASD can obtain E-Rate discounts for the proposed high-speed circuits. In compliance with E-Rate regulations, all equipment

included in this request will be owned and maintained by the awarded Service Provider with no option for transfer of ownership to CASD.

The Service Provider must include in its proposal a complete description of its billing process including (1) when billing will begin once construction starts for each circuit (the district's expectation is that the entire network will be constructed before any segment is activated, and billing for all sites initiates after all construction has occurred), and (2) the process the Service Provider will follow to put the E-Rate onto the district's monthly bills. If the Service Provider requires that any additional paperwork or forms are required to get E-Rate, the Service Provider shall explain this process in sufficient detail to enable CASD to determine if this additional requirement has a material or financial impact on receiving these services or E-Rate. This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and may or may not be undertaken at the sole discretion of CASD. CASD intends to use Service Provider-provided contract forms to formalize any contractual relationship that results from this Request for Proposal. However, each and every such Service Providerprovided contract form must include all the provisions mentioned in this RFP in order for the proposal to be considered responsive. In addition, CASD will require that the awarded Service Provider ensure that all eligible components of service are filed with the Pennsylvania Public Utilities Commission (PUC). The District reserves the right to reject any or all proposals. The District also reserves the right to award a partial contract in the event that they deem it in the District's best interest.

**Proposals wishing consideration** should be submitted per the date and time on Page 1. Proposals MUST be submitted via E-Mail to: aduncan@bartonandloguidice.com and CC'd to klingelb@carlisleschools.org

- **B. Request for Information** All requests for information (RFI) should be made in writing via e-mail to aduncan@bartonandloguidice.com and CC'd to klingelb@carlisleschools.org by date on Page 1.
- **C. Service Period Initial term:** July 1, 2016 through June 30, 2025 with two optional 1-year renewals. Total term is not to exceed ten (10) years. Optional 1 year Automatic renewed as of July 1 of each year unless a written termination notice is submitted by the District no later than March 1, of the year prior to termination.

### **D.** Response Requirements

- 1. The installation of secure and dedicated fiber optic connectivity between the Gerald L Fowler Technology Office (623 W. Penn St, Carlisle, PA 17013), and existing school sites as described below. The Gerald L Fowler Technology Office is to serve as the central point for the network.
- 2. Layer 2 ISP shall have scalable circuits from 1 Gbps to 10 Gbps (with pricing at 1, 2, 5 and 10 Gbps) to the Gerald L Fowler Technology Office. The connection between the 8 school sites and the Layer 2 ISP shall be scalable from 1GB Mbps to 10 Gbps (with pricing at 1, 2, 5 and 10 Gbps). Switched Layer 2, Full-duplex, 802.3 Ethernet service acting as an Ethernet bridge for connection between the district office and each remote site listed below utilizing TCP/IP protocols and supporting bidirectional connections.
- 3. This proposal must include all costs associated with bringing the circuit from outside the facility to the MDF prorated over the life of the contract as a monthly cost. Any conduit or trenching from the street to the MDF must include replacement of conduit, pavement, and returning any disturbed ground to its

original condition. Any new construction and the pathways used by the Service Provider within District grounds shall be pre-approved by CASD prior to starting construction. CASD will not pay for any costs associated with development and/or submission of the proposal.

- 4. The Service Provider will assume responsibility for negotiating rights of way with all entities having effect on the routing of cables and other equipment related to this project. During the term of this contract, any changes in the routing of the fiber cable due to infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.) involving the Borough of Carlisle, North Middleton Township, and Cumberland County, or any other entity requiring right of way agreements, or utility company changes (pole relocation, etc.) will be the sole responsibility of the Service Provider at no expense to CASD.
- 5. Service Provider shall include 24/7 monitoring of the network as part of the contract. In the event of loss of communication to any site, repairs shall start within 4 hours of the service outage. Service Provider shall certify that they will meet and maintain the following service level objectives: Network Availability, 99.9% (c 8h45m of downtime in a year); There is no right to limit or throttle the capacity of the circuit at any time, Packet Delivery Rate 99.9% (c 1 packet lost out of a 1000); Network Latency no greater than 20ms (round trip roughly 10Mbps using a 64kB TCP window size). Network Jitter Commitment <5 milliseconds, Bit-Error Rate commitment <0.25% between circuit endpoints ,Mean Time-To-Repair for outages <4 hours. Except as agreed-upon in the final negotiated contract between CASD and the Service Provider, outages lasting longer than 24 hours or service levels failing to meet the above parameters shall be subject to liquidated damages agreed-upon in the final negotiated contract.
- 6. The Service Provider will hand-off a minimum of 1000BASESX, 1000Base-LX, or 1000Base-T connection to CASD at the Main Distribution Frame (MDF) and within the facilities of the 8 school sites. For Ethernet terminations, the Service Provider will supply CASD with appropriate Interface Converters that will connect directly into a District-provided switch.
- 7. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.
- 8. All Service Provider equipment installed shall include repair and maintenance at no cost to CASD for the life of the contract agreement.
- 9. As agreed upon by CASD and the selected Service Provider, the project may commence prior to receipt of the Funding Commitment Decision Letter (FCDL) from the Schools and Libraries Division.
- 10. The Service Provider shall provide three references consisting of similar work and scope, said references for work performed for school districts in Pennsylvania and covered by E-Rate funding.
- 11. Service Provider agrees that District reserves the right to close a site or multiple sites at their sole discretion, and upon that decision all ongoing monthly costs for those locations shall be removed from the total monthly costs for the network.
- 12. The selected Service Provider shall demonstrate, by way of its proposal and related work experience that it is ready, willing, and able to install and warranty the components described herein at the prices quoted

- 13. The selected Service Provider shall devote whatever personnel are necessary to meet the agreed upon schedule for the project.
- 14. The selected Service Provider shall demonstrate that they have experience operating in and around school facilities, and shall certify that all employees working either directly for the Service Provider or through a sub-Service Provider, when on or around a school facility, have passed any fingerprint or other mandated screenings required by law.
- 15. The selected Service Provider understands and agrees that school session hours vary and that normal school operation is not disrupted during installation. While not required, District and Service Provider agree that it may be necessary to perform some work pertaining to the Contract after hours or when school is not in session. Service Provider shall perform such out-of-session work as is reasonably necessary and shall ensure that consideration of gaining access to facilities does not unreasonably inconvenience CASD employees.
- 16. CASD is requesting proposals with a ten-year term including two one-year voluntary extensions. In addition to any descriptions and explanations of costs for this project, Service Provider must complete Attachment A: Summary: Annual Cost, Before Discounts, for High Speed Fiber Optic Network. Alternative proposals of a shorter duration will be considered only if submitted with the ten-year plan. Future contracts and/or renewals will be at the discretion of Carlisle Area School District. Please include the one time installation costs and ongoing monthly costs for all sites prorated for 10-years, and including two one-year voluntary extensions.
- 17. Right to Reject Any and All Quotes The District reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right.
- 18. TRANSITION PLAN As the cut-over date for any new carrier is required to be on July 1, 2016, the DISTRICT requires a transition plan to be provided with any proposal response from responsible suppliers that are not the current carrier or for any new services or locations NOT provided at the present time by the existing carrier. The plan is to include the resources to be dedicated to the transition, all costs associated with the transition, a timeline of actions with a completion target date for the supplier and for the DISTRICT transition team. The transition plan is to outline the expectations the supplier team would have of the DISTRICT and the information or task the DISTRICT is to provide the supplier and the date any information or task would be required.
- 19. The DISTRICT reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service. This can take place as a "Standard Equity Payment" chart prepared by vendor.
- 20. Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it had good title to all elements of the facilities and services and has the legal right to contract with the DISTRICT for the installation and use of such facilities and services. Service Provider shall indemnify the

DISTRICT and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

- 21. Proposals wishing consideration should be submitted no later than the proposal deadline identified on Page1.
- 22. Submitted proposals to CASD are considered public documents per the "open records" laws and can be released to others.

# E. E-Rate Supplemental Terms and Conditions

- The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.
- The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate.
- The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/providers/step01/

Service Providers are responsible for providing a valid Federal
Communications Commission (FCC) Registration Number (FRN) at the
time the bid is submitted. More information about obtaining an FRN
may be found at this website:
https://fjallfoss.fcc.gov/coresWeb/publicHome.do

- Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: <a href="http://www.fcc.gov/debt\_collection/welcome.html">http://www.fcc.gov/debt\_collection/welcome.html</a>
- Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any USAC approved extensions)
- Even after receipt of bid responses, the District may or may not proceed with the project, in
  whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or
  in whole, is solely at the discretion of the District. The District reserves the right to award parts
  of the project, as needed, to supply school and library buildings with the necessary level of
  communication/internet service deemed appropriate by the District.
- Within one (1) week of award, the awarded Service Provider will provide the District with a
  bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation
  from the Item 21 Attachment must be obtained from District. Subsequent schedules of
  values and invoices for each site must match Item 21 Attachment or subsequent service
  substitutions.
- In the event of questions during the E-rate audit process, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

- No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitution.
- The Service Provider may not commence billing until after products and services are delivered.

The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing the USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC

http://www.usac.org/sl/applicants/step07/invoice-check.aspx

Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP").
 Further details on LCP may be obtained at USAC's website:
 <a href="http://www.usac.org/sl/service-providers/step02/lowestcorresponding-price.aspx">http://www.usac.org/sl/service-providers/step02/lowestcorresponding-price.aspx</a>

## **Attachment 1:**

This project will provide minimum scalable 1GB to 10 Gbps fiber optic (802.3 Ethernet capable) connectivity from the Gerald L Fowler Center Technology Office, to each of the following 8 existing sites and 2 optional sites.

Site Address	1G MRC	1G NRC	2G MRC	2G NRC	5G MRC	5G NRC	10G MRC	10G NRC
Wilson Middle School 900 Waggoner's Gap Rd, Carlisle, PA 17013								
Bellaire Elementary School 905 Waggoner's Gap Rd, Carlisle, PA 17013								
Crestview Elementary School 240 Longs Gap Rd, Carlisle, PA 17013	ı							
Hamilton Elementary School 735 Clay St, Carlisle, PA 17013								
Mooreland Elementary School 329 Wilson St, Carlisle, PA 17013	i							
LeTort Elementary School 110 E South St, Carlisle, PA 17013								
Lamberton Middle School 777 S Hanover St, Carlisle, PA 17013								
Maintenance Facility 540 W. North St, Carlisle, PA 17013								
Option 1: Mt.Holly Elementary School 110 Mooreland Ave Mt.Holly Springs, PA 17065								
Option 2: N. Dickinson Elementary School 151 N. Dickinson School Rd Carlisle, PA 17015								
Total Cost for Eight School Buildings								

<sup>\*</sup>MRC –Monthly Reoccurring Cost

<sup>\*</sup> NRC – Non Reoccurring Cost