Carlisle Area School District
Request for Fiber Optic Maintenance & Repair Services
E-rate Funding Year 2027-2028
BEN 125674 Request # YR2027-05 Form 470 # 270005658

Carlisle Area School District (CASD) is seeking vendor proposals to provide Fiber Optic Maintenance and Repair Services for the District's self-owned fiber network.
Estimated services startup is July 1, 2027.

All Vendor questions must be submitted via e-mail to eratesupport2027@advanedgesolutions.com no later than January 8, 2027 at 12:00pm EST.

Proposals must be submitted via e-mail to both erate2027bid response@advanedgesolutions.com and Nate Burgess, burgessn@carlisleschools.org no later than January 15, 2027 at 12:00pm EST.
Vendors are responsible for checking the website www.advanedgesolutions.com and/or EPC for any potential addendums, and/or change of dates, and/or conditions.

A. Mandatory Response Remarks:

1. The Vendor is responsible for ensuring that the response is received prior to 12:00 P.M. on the date stated above. **CASD** is not responsible for the failure of any email delivery service to receive the response prior to the time and date for the deadline of this Bid. All bids received become public property.
2. Bid responses submitted must be signed by a duly authorized agent or officer of the Company providing the bid response. Absence of a signature of person authorized to sign for the Company submitting the response may leave their response null and void. (E-signature accepted).
3. Prices quoted must include all costs for delivery of requested services including any and all permits, installation, support and engineering charges. **Pricing quoted by the respondent shall be valid for the complete term requested in this bid**. The school will not be responsible for payment of additional sums not included in the submitted bid price. No additional compensation will be allowed for extra work incurred on the part of the Bidder due to the Bidder's failure to notice any existing condition, which may cause any additional labor or expense.
4. **CASD** reserves the right to require Vendors to submit additional information, drawings, data, etc., for the purpose of clarifying their RFP proposals or to request an oral presentation.
5. **CASD** is not liable for any expenses incurred by the Vendor in the preparation, delivery, or presentation of their proposals, or in connection with costs of developing and delivering proposals and demonstrations pursuant to this request are solely at the expense of the Vendor.
6. **CASD** reserves the right to reject any or all bid responses submitted and reserves the right to negotiate all elements of the Response and associated contract provided with the RFP
7. Upon identification of the selected response the successful Vendor will be notified in writing. **CASD** will determine the activation date of services to begin on or after July 1, 2027. The Vendor shall be responsible for any damages to **CASD** property caused by the supplier/contractor or his agents.
8. The school reserves the right to increase/decrease the quantities, site locations and/or levels of service items during the term of the agreement without additional bidding.
9. The Vendor shall be responsible for submitting an annual report to CASD of received notifications and actions taken (i.e. date marked out, meetings attended, etc.)
10. 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.
11. The district reserves the right to select any Proposal deemed to be in the best interest of CASD.
12. Upon agreement expiration, auto-renewal of the service term length of this agreement is prohibited.

B. Mandatory Bid Participation:

1. Any respondent wishing to submit a proposal must participate and be thoroughly familiar with all current rules and regulations of the federal communications commission's (FCC) universal service order as detailed in the telecommunications act of 1996. **CASD** will be submitting funding requests for all eligible services to the SLD and upon verification of funding will expect the awarded respondent to participate in the program.
2. Services providers must comply with the FCC rules for Lowest Corresponding Price. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
3. The respondent must provide at least two (2) current metro Carlisle, PA, K-12 clients that are using the same type services as requested. Include contact information.
4. The respondent must attach a copy of their standard Service Level Agreement (SLA) outlining at minimum Network Availability, Network Latency, Packet Delivery and Credit Allowances, Exceptions and Deductions.
5. The respondent must have an active/valid USAC SPIN number and identify it in the response. Failure to provide SPIN number will void the respondent's bid response.
6. The respondent must identify any E-Rate ineligible costs for their response if applicable.
7. The respondent must identify any bid exceptions in writing with their response if applicable.
8. The respondent must provide a copy of current SLD FCC "Red-Light" Status.
9. The service provider must provide guaranteed service level agreements of 99.9% or better, measured monthly, as part of this proposal.
10. The service provider must be thoroughly familiar with all current rules and regulations of the E- Rate program.
11. The respondent attests they will not remit to **CASD** any gifts in relation to this agreement.
12. The respondent attests it has not assisted **CASD** in kind toward the district's fair-share obligation.
13. Bidders shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the school.
14. Local jurisdiction prevailing wage rates apply to this project and are mandatory for respondent participation.
15. The respondent must ensure all workers on this project must observe all security and safety procedures and secure all record checks required for laws for criminal records, criminal history and child abuse clearance.
16. Vendor response must identify an alternative contact for any questions IF the duly authorized agent or officer of the Company is not that person.
17. **The undersigned, as an authorized representative of the identified company listed below, hereby propose and agree to provide the originators of this Bid process any/all of the items/services to which a cost has been submitted. This proposal is subject to all terms of the remarks, participation, and services outlined herein (on all pages as described), where we hereby agree to provide such item/s and/or services as awarded to us, including mutually accepted exceptions. This bid response is only valid when completed with a signature (e-sign permissible) of a properly authorized representative of the submitting company.**

Company Name:_____ Date: _____

Signature:_____ Title: _____

E-mail:_____ SPIN: _____

Please circle response. Bid Exceptions Included by Respondent: **Yes or No**

C. Response Disqualifications:

Omitting any/all of the following items and/or not meeting specific criteria may be subject to disqualification

1. Service Provider Identification Number (SPIN/498).
2. Service Provider solution does not meet/offer the requested service(s).
3. Service Provider solution is incompatible with school's current infrastructure.
4. Service Providers bid response is not received within the identified timelines or is incomplete.
5. Service Providers bid response is not signed by a duly authorized agent or officer of the Company.
6. Service Provider bid response includes language "additional charges may apply and/or budgetary".
7. Service Provider is on E-rate Program "Red-Light" Status or in "Select Review".
8. Service Providers previous workmanship/relationship with the school is deemed "unfavorable".
9. This Requirements document not completed with a signature on page 2
10. The Supplemental Quote Spreadsheet for Time & Materials not fully completed and included with a signature

D. Scoring Criteria:

All qualified Proposals will be evaluated and an award may be made, in CASD's sole discretion, to the Respondent or Respondents whose Proposal or Proposals(s) fulfill the Scope of Work; meet stated budget parameters; contain the Proposal requirements outlined in this RFP; and satisfy the schedule requirements. CASD reserves the right to select any Proposal deemed to be in the best interest of CASD. CASD further reserves the right to reject any or all Proposals and/or to waive any and all technical defects in the execution of and informalities in the submission of any Proposal, if determined by CASD to be in CASD's best interest.

1. Cost will be heaviest weighted factor. (40%)
2. Suitability of the Contractor to meet the needs of CASD (30%)
3. Positive/negative previous experience(s) with the service provider (invoicing challenges, quality of work, on schedule completion of project, etc.). (20%)
4. Compliance with RFP requirements (10%)

E. Scope of Services and Requirements:

The fiber optic cable connects the Carlisle Area High School with Bellaire Elementary, Lamberton Middle School, Crestview Elementary, LeTort Elementary, Mooreland Elementary, Wilson Middle School, Hamilton Elementary School, and a CASD Maintenance Building (former PennDOT Building). There are a few aerial connections at the school locations and an aerial location that includes the Conodoguinet Creek crossing. Additionally, there is an exposed location across the LeTort Spring Run (Molly Grub) where the fiber conduit is attached to a bridge that crosses the waterway. **Please note: the district will be occupying a new site during the term of this agreement and will be included as a serviced site route within this agreement. The fiber cable route will be identified in the future. The address for this site is; 10 Waggoners Gap Rd., Carlisle, PA 17013**

Route documents may be downloaded from the following link:
https://www.carlisleschools.org/student_services/technology/fiber_route

1. The Contractor shall notify CASD of any omissions or conflicts between the working drawings and the existing field conditions that may interfere with the proper execution and completion of the work.
2. In no case will a proposal for smaller portions of the segments identified above be considered;
3. All State Department of Transportation (DOT) and State Department of Environmental Protection (PADEP) requirements as set forth in CASD encroachments received from DOT and DEP shall also be followed by the Contractor.

Scope Requirements

Respondents to this RFP must meet the following minimum requirements:

- The Service Provider's offerings must comply with the Federal E-rate program so CASD can obtain E-Rate discounts for the proposed service. See section 16 for all E-rate requirements.
- If, as part of this Contract, there is a necessity for the Vendor's employees to be on school property, the Vendor's employees must obtain proper clearances in accordance with CASD requirements prior to work on school property, i.e. Background Checks, Fingerprint Analysis, etc.
- The Vendor must provide staff and/or subcontractors capable of performing the following disciplines which are the minimum necessary to fulfill the obligations of this solicitation
  - Project management and administration
  - Fiber optic cable termination, splicing, testing, and management
  - Conduit placement and repair
  - Structure replacement and repair, including handholes and pull-boxes
  - Trenching services
  - Landscape restoration services
  - Traffic maintenance
  - Fiber testing
- Vendor will provide all personnel, tools and equipment necessary to complete emergency repairs to CASD fiber infrastructure.
- Vendor will provide on call emergency repair services, 24 hours a day, 7 days a week, 365 days a year, including all holidays.
- Vendor shall provide post construction restoration of all areas impacted by construction to return disturbed areas back to preconstruction condition or better.
- After completion of the repair, submit a general Facility Damage Report to CASD that summarizes the key information of the incident. The report shall include, but not be limited to the following:
  - Location of the incident
  - Key milestone dates and times including initial notification, arrival on scene, initiation of repair, and service restoral
  - Damaging party information, including name and contact information and Cause of damage
  - Elements of the network affected
  - Status of utility and cable locates in the area
  - Third parties affected
  - A brief written summary of the vendor response, and the ultimate conditions related to the incident.
  - A timeline of events including notifications to CASD, start and end times of key elements of repair, times of communication with any third party, and dispatching of Vendor-provided resources.
  - A Digital Photo Record of the damages and final conditions.
  - A record of labor, materials, and equipment used during the course of repairs.
  - Record of splices performed during repair.
  - Other relevant documentation related to the incident such as permits or contract plans related to the incident area
  - Payment of work related to emergency repairs by CASD will only be made after all required documentation related to the incident is submitted to CASD (CASD).

- Vendor shall provide fiber diagnostic and support services for use when field troubleshooting is needed to identify a system fault that may be related to the fiber cable infrastructure. The diagnostic results shall identify the location of the fault and the type of repair needed to restore the system.
- Based upon the CASD activities impacted by the repair, CASD will determine the timeframe required to complete the repair. The timeframes are based upon CASD's fiber optic network being restored (operational) within 6 hours of notification from CASD or being restored (operational) within 24 hours of notification from CASD.
- Vendor shall provide a Project Manager to oversee and coordinate all aspects of the work performed via the resulting contract. The Project Manager may assign a Deputy Project Manager to cover absences and/or directly oversee work. The Project Manager, or designee, will be the single point of contact for all work done under the resulting contract and must be available twenty-four (24) hours a day, 365 days per year via mobile telephone.
- Vendor shall perform semi-annual system patrolling and inspection of the entire fiber optic route, both underground and aerial, to identify and minimize potential hazards to the fiber optic cables or infrastructure. This includes, but is not limited to: construction activity, missing or damaged buried cable markers, damaged or un-secured closure lids, significant areas of standing water near ducts and handholes, damaged splice enclosures, and sunken or damaged handholes. Routine Visual Maintenance shall be performed following industry best practices.
- Semi-annual system patrolling and inspection will consist of drive-by patrols, with more thorough inspection on foot, when needed, including a visual inspection of handholds and splice points. Vendor will conduct drive-by patrols of the entire network, a minimum of two (2) times per year. Vendor shall have discretion to determine the specific schedule for patrolling and necessary repairs that will result in efficient and cost-effective utilization of resources while ensuring the protection and continuous operation of the network. As such, Vendor will not be required to immediately respond to issues discovered during network patrolling and inspection unless there is an imminent threat to the operation of the network or public safety. Vendor will be responsible for developing a specific schedule of inspections for approval by CASD.
- Upon identification of a potential hazard, Vendor shall notify CASD in writing as soon as possible. Vendor shall recommend the appropriate repair and prepare a "not to exceed" estimate in writing with a schedule for the work. Correction of any problems will be addressed under routine maintenance or emergency maintenance depending on the situation at the direction of CASD. In the event the network is in imminent danger of service disruption or a public safety issue may arise, Vendor will contact CASD immediately to determine a course of action.
- Vendor shall submit reports summarizing network patrolling and inspection activities every six (6) months. These reports shall contain the inspector's name, dates and times of patrols, and potential hazards found, hazards reported, actions taken, and final conditions.

F. Response Pricing Requirements:

1. All Respondents are required to complete and submit a detailed itemized fee schedule as attached for the repair and maintenance services contract. The district reserves the right to negotiate fees and payment schedules with the selected respondent. The district will not pay broker's fees or commission, nor will the district contract with an intermediary entity.
2. The district intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the district. The form of contract for any award made as a result of this proposal will be a District purchase order, referencing this RFP, which shall be considered as part of the contract. The amount will be based on the fees shown in this proposal, as modified if necessary, during negotiations. If the respondent will require the district to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the Vendor's proposed contract and this RFP, the terms of this RFP shall govern.
3. Vendors are asked to provide pricing based for a three (3) year initial contract with a district optional additional one (1) year extension. If CASD does not elect to extend the Contract for a one-year extension period, CASD will notify the Respondent in writing, a minimum of thirty (30) days prior to the expiration of the Contract. If no written notice is received, it shall be deemed that CASD is enacting the one-year extension period.
4. The Vendor shall submit an hourly rate for personnel and equipment to perform scheduled and non- scheduled maintenance. The rates supplied as part of this RFP will take effect on the date of the executed Agreement and shall remain in effect for the entire term. The rates shall be adjusted by the CPI if applicable of the previous year for each subsequent year of the contract. The vendor must notify the district no later March 1 of each year if CPI will be utilized.
5. Respondents must have any and all licenses to comply with PA State regulations on or before award date with the appropriate limitation level for completing the Work. Each Respondent is encouraged to examine the fiber routes to determine the extent of the Work involved and the conditions for performing this Work. The submission of a Proposal will be construed as a representation by Respondent that such an examination has been made; the Proposal reflects such examination; and that Respondent agrees that no allowance will be made for any error, oversight, miscalculation, or negligence on Respondent's part.

G. Minimum Requirements for the Proposal:

Each Proposal should contain, at a minimum, the following information in the order listed below:

1. Respondent company information, including a full description of experience in locating, services on telecommunications networks in competitive markets with specific attention to completed projects in the State of Pennsylvania.
2. Respondent's representative's name, telephone number, and email address for any proposal follow up.
3. A copy of the Respondent's relevant State licenses.
4. Relevant work experience to the type of work CASD is requesting performed by the Vendor
5. Relevant references of related work, including contact information/references.
6. Other information that Respondent considers relevant in the evaluation of its Proposal.
7. Fee structure, as attached
8. All proposals must contain the signature of the duly authorized officer or agent that is empowered with the right to bind the Respondent.

H. General Requirements and Conditions

Insurance Requirements:

1. The selected Vendor shall purchase and maintain insurance of the following types of coverage and limits of liability during the work and for 3 years thereafter, as well as obtaining and maintaining any permits, bonds, and other insurance coverage as specifically required as to the subject Segment(s):
2. Commercial General Liability ("CGL") under blanket contractual liability with limits of insurance of not less than $1,000,000 Each Occurrence and $5,000,000 Annual Aggregate, provided that if Contractor shall perform any of the work on electrical power or distribution poles, the combined single limits of CGL shall be not less than $5,000,000
3. Each Occurrence and $5,000,000 aggregate and $5,000,000 Annual Aggregate and shall insure the performance of all obligations assumed under the agreement, including, without limitation, Section 5 and the indemnity provisions.
4. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each Proposal.
5. CGL coverage shall be written on ISO Occurrence form CG 00 01 (10/93) or a substitute form providing equivalent coverage and shall cover liability arising from Premises, Operations, Independent Contractors, Products-Completed Operations, and Personal and Advertising Injury.
    - CASD and all other parties required of the Contractor and/or CASD, shall be included as "Additional Insureds" on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11/85) or CG 20 10 (10/93) AND CG 20 37 or CG 2033 AND CG 20 37 or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
    - Contractor shall maintain CGL coverage for itself and all Additional Insureds for the duration of the Contract and maintain Completed Operations coverage for itself and each Additional Insured for at least three (3) years after completion of the Work.

Automobile Liability:

- Business Auto Liability with limits of at least $1,000,000 each accident.
- Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- CASD and all other parties required of CASD shall be included as Insureds on the Automobile Liability policy.
- If Contractor shall perform any of the work on electrical power or distribution poles, the combined single limits of automobile liability insurance shall be not less than $2,000,000 each accident.

Commercial Umbrella:

- Umbrella limits must be at least $2,000,000.
- Umbrella coverage must include as Insureds all entities that are Additional Insureds on the CGL.

Workers Compensation and Employers Liability:

- Employers Liability Insurance limits of at least $500,000 Each Accident, $500,000 each employee for Injury by Disease and $500,000 Aggregate for Injury by Disease.
- Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- If Contractor shall perform any of the work on electrical power or distribution poles, the coverage of Workers Compensation and Employers Liability insurance required shall be not less than $1,000,000 each occurrence and $1,000,000 each employee as respects disease claims

Professional Liability:

- Contractor shall maintain Professional Liability (E & O) coverage with a limit of no less than $1,000,000 for professional services of locating underground conduit and cable.

Hold Harmless Agreement:

- In addition to its obligation to provide insurances as specified above, the Vendor, their consultants, agents and assigns shall indemnify and hold harmless the District, including but not limited to, its elected officials, its officers, employees, and agents, from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the Vendor during the Vendor's performance of its Agreement. The district agrees to give the Vendor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

General Conditions:

Respondents to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted. The selected Vendor must:

- Have an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
- Have a personnel/resources reserve sufficient to assure service continuity, and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
- Agree that the District and the Vendor may terminate the contract at any time with ninety (90) days written notice. In the event of termination, the district shall pay the Vendor for any services rendered prior to termination. However, if the selected Vendor has damaged the district in any way or a dispute has arisen between the parties regarding the Vendor's work, such payment may be withheld until the district determines whether or by how much such payment should be reduced.
- Agree to accept and follow management direction from the district and specifically, the district's designated personnel.
- Agree to conform to all applicable laws and ordinances and statues of the Federal Government, Commonwealth of Pennsylvania, and local government.
- Agree that if the district cannot in good faith negotiate a written contract within a reasonable time with the selected Vendor, the District may unilaterally cancel its selection of that Vendor.
- Agree that periodic payments to the Vendor will be made as agreed upon in the contract with the district.
- Agree that the contract between the District and the Vendor shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the ordinances of both Carlisle Borough and North Middleton Township.

Compliance with Laws:

- The Contractor, in performance of the Work under the Construction Agreement, shall fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the Contractor subjects the subcontractors to the same requirements to which the Contractor is subjected.

Ownership Rights and Disclosure of Information:

- All Proposals submitted become the property of CASD. Proposals will not be returned and may be subject to CASD's disclosure under the State Public Records Act. Pricing and other information that is an integral part of the Proposal cannot be considered confidential.
- CASD reserves the right to use any and all concepts presented in any Proposal to obtain the most beneficial and effective path to achieving its desired goals for the Project. Selection or rejection of a Proposal shall not affect this right. All Proposals meeting the RFP criteria will be evaluated and, at CASD's sole discretion, an award may be made to the Respondent or Respondents who demonstrate, at CASD's sole discretion, the

best ability to satisfy the Scope of Work in the most-timely and cost-effective manner on terms, qualifications, and any other factors at CASD's sole discretion.

I. Principals/Collusion

- By submission of a proposal, the Vendor does declare that the only person or persons interested in the proposal as principal or principals is or are named therein and that no other person other than therein mentioned has any interest in the proposal or contract to be entered into; that the proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud

J. Conflicts of Interest

Respondents must identify any conflict of interest that may arise from Work performed for CASD.
CASD reserves the right:

- To disqualify any Respondent or reject any Proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented;
- To require the Respondent to take any action or supply information necessary to remove the conflict; or
- To terminate the Locate Services Agreement or any other contract arising from this solicitation, if any such relationship would constitute or have potential to create a real or perceived conflict of interest that cannot be resolved to CASD's satisfaction.

K. Taxpayer's Identification Number

- The selected respondent whether an individual, proprietor, partnership, or a non-profit corporation or organization must fill out and submit the Internal Revenue Service Form W-9, Payers Request for Taxpayer Identification Number.

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