Lancaster-Lebanon Intermediate Unit 13
1020 New Holland Avenue
Lancaster, PA 17601

IU13 WAN Consortium
(IU 13 Consortia, BEN 17001356)
Request for Proposal #245-002

470# 250003427
October 28, 2024

Proposal Invitation

Lancaster-Lebanon Intermediate Unit 13 (IU13) invites qualified firms to submit proposals to provide Leased Lit Fiber ("Lit Fiber", which may include Optical Wavelength Services), Leased Dark Fiber ("Dark Fiber Service"), and supporting Network Equipment to add additional buildings to an existing Wide Area Network (WAN), according to the specifications contained in this Request for Proposal (RFP) **# 245-002**. This network service will be used by members of the IU13 Wide Area Network Consortium (IU 13 CONSORTIA) as those members exist during the term.

All interested vendors must register with IU13 by emailing Steven Frey at steven_frey@iu13.org, with subject "IU13 WAN RFP 245-002 Registration". Deadline to register is **November 4, 2024 - 1:00 PM EST**.

Interested vendors must attend a **Mandatory Vendor Meeting** per the details below:
IU13 WAN RFP 245-002 Vendor Meeting via Microsoft Teams – November 4, 2024 - 2:00-2:50 PM EST
https://tinyurl.com/IU13-RFP-245-002
If not using Microsoft Teams client, meeting can be joined from a browser; for best results, use Chrome or Firefox.

Optional Site Surveys will be scheduled based on vendor request. Requests may be submitted via this form: https://forms.office.com/r/wU4rAgj02L. Deadline to submit requests is **November 7, 2024, 5:00 PM EST**. Requested site visits will be scheduled for **November 13-14, 2024**, and the finalized schedule will be sent as an addendum to all registered vendors. Vendors are not permitted to contact the schools to conduct independent site surveys.

RFP documents and amendments are also available on the USAC website at: https://data.usac.org/publicreports/Forms/Form470Rfp/Index.

RFP Table of Contents:

If missing any of the above sections, contact:

Steven M. Frey
Senior Collaborative Services Manager
Lancaster-Lebanon Intermediate Unit 13
1020 New Holland Avenue
Lancaster, PA 17601
steven_frey@iu13.org

1. Background and Scope of Work

1.1. RFP Narrative

IU13, an Intermediate Unit formed in accordance with the laws of the Commonwealth of Pennsylvania, is an education service agency dedicated to providing products and services to both educational and public entities across the Commonwealth. IU13 is a leader in recognizing the needs of schools and implementing programs to meet those needs, with a core compelling purpose of improving student learning. IU13 is the lead member of a Wide Area Network Consortium (IU 13 CONSORTIA).

The current Wide Area Network Services are provided via a mix of dark fiber and leased lit fiber from multiple providers. Over fifty of the school sites are currently connected via leased dark fiber. Additional enhanced bandwidth fiber services are now required to support rapidly growing bandwidth needs and to meet the State Education Technology Directors Association (SETDA) standard recognized in the FCC Second E-Rate Modernization order as the benchmark standard for bandwidth for IU 13 CONSORTIA's and ISP connectivity.

Service is delivered to the eligible service locations either directly from IU 13 CONSORTIA hubs or through existing school building that are connected to the WAN. Locations requiring new connections (Z-Locations) and options for corresponding A-Locations are detailed in the price proposal workbook (Attachment G). IU 13 CONSORTIA will, in accordance with E-Rate rules, consider alternative network designs and choose the most cost-effective solution.

With limited exceptions, IU13 intends to apply for discounts on the services listed in this RFP through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "E-rate."

1.2. RFP Participant Sites and Site-Specific Requirements

Sites requiring service are listed on the "Locations Needing Service" tab in the price proposal workbook (Attachment G). At the specified sites, respondent must run infrastructure or service to an existing network closet designated by IU 13 CONSORTIA. In the event of a discrepancy between a location's address in Attachment G and the USAC EPC portal database, use the address in Attachment G for your proposal planning. Please see page 2 of this document for the process to request site surveys.

The new service is being planned to begin on **July 1, 2025**, for most sites. Sites may have service start dates in subsequent months or years, due to various circumstances. These dates are indicated for each site in Attachment G. When completing Attachment G, indicate for each proposed service, your realistic estimate of the number of days necessary to deliver the service following execution of a contract, or if requested in the final contract, issuance of a "Notice to Proceed" letter.

Several Z-Locations are listed with multiple A-Location options for a given type of service. In those cases, you do not need to bid all possible A-Locations. If you do bid multiple A-Locations of the same service type for a given Z-Location, IU 13 CONSORTIA will evaluate each to determine the overall most cost-effective proposal.

Occasionally, member schools may choose to independently score proposals for their circuit(s) and make their own award from this RFP. Those instances are noted at the bottom of the "Circuit Proposals" tab in Attachment G. In the event of an award made independently by a member school district, the school district will sign its own contract with the provider for the circuit(s) and file its own 471 for E-rate funding.

1.3. RFP Service Specifications

IU 13 CONSORTIA is seeking two types of services for RFPs and comparison. Respondents may respond to either or both.

1. The first option is a fully managed, Layer 2, leased lit fiber transport service (including Optical Wavelength Services) from the specified eligible applicant sites (Z-Locations) to the corresponding A-Locations. One-time new construction/special construction can be priced separately from the vendors proposed monthly recurring cost for the fully managed leased lit service. Specifications for fiber construction related to this RFP are contained in Attachment F.
2. The second option is for a leased dark fiber network that includes special construction (if applicable) and fiber maintenance and operations. One-time special construction costs should be priced separately from the monthly lease fee and/or M&O fee. Maintenance and operations monthly fees should be priced separately from any one-time fees. RFP Specifications for fiber construction related to this RFP are contained in Attachment F.

IU 13 CONSORTIA will evaluate proposals for other types of service. Vendors proposing alternate technologies shall indicate the type of service in Attachment G, and in their response narrative.

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. Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

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

Note: The term "special construction" does not include Network Equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for Network Equipment and fiber maintenance are eligible for Category One support as separate services, but not as special construction.

All options can include special construction or one-time E-Rate eligible non-recurring costs as well as E-Rate eligible recurring circuit costs. Based on the RFPs and both a short-term and long-term cost effectiveness analysis, IU 13 CONSORTIA will determine which, if any, of the leased lit or leased dark fiber solutions provides the most cost-effective solution for the needs of the entities.

IU 13 CONSORTIA requests that respondents who include special construction charges in their proposal indicate whether payment of the non-discount share of special construction in four (4) annual installment payments is acceptable. IU 13 CONSORTIA has selected the installment payment option on the FCC Form 470.

The "Special Construction Worksheet" tab of the IU 13 CONSORTIA price proposal workbook contains details regarding special construction costs that the winning vendor will be required to provide the IU 13 CONSORTIA as part of any contract awarded.

Important Note: To the extent that the winning service provider for lit fiber service and/or

dark fiber lease requests special construction reimbursements and installs additional strands of fiber not designated for IU 13 CONSORTIA's current or future use, the winning service provider assumes full responsibility to ensure those costs are allocated out of the special construction charges to IU 13 CONSORTIA in accordance with FCC rules and orders. If after 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, IU 13 CONSORTIA will not be responsible to reimburse the winning vendor and the winning vendor will assume all responsibilities for costs deemed ineligible by USAC.

Leased Lit Fiber Service (including Optical Wavelength service):
IU 13 CONSORTIA must have dedicated Lit Transport Bandwidth specific to each Z location. Speeds needed at each Z location range from 1Gbps to 100Gbps with Service Level Agreement (SLA) guarantees to all specified sites. See price proposal workbook for specific bandwidth requirements by site. A-Location options are specified for each Z-Location and service type. Refer to the "A-Locations List" tab of Attachment G to correlate the provided A-Location short name with the physical address.

Use of third party fiber for the underlying transport is acceptable under the following conditions: 1) The third party provider of the underlying transport is identified in the proposal; 2) the responding vendor shall be the sole point of contact for installation, service, support, and billing concerns; and 3) the use of third party transport shall not reduce the liability or obligations of the responding vendor to IU 13 CONSORTIA in any service level agreements related to the circuit(s).

Leased Lit Service Price Proposal
The "Circuit Proposals" tab in the price proposal workbook includes pricing for symmetrical service from specified A-Location to each eligible entity location 1Gbps to 100Gbps. Price quotes are requested for 24-, 36-, and 60-month terms of service. All circuits on any contract must be coterminous. For example, a site with a start date of July 1, **2026**, shall have its term reduced by 12 months. Proposals should specify all special construction or non-recurring costs (NRC) (see description in later section) required by the vendor to commence service and all monthly recurring costs (MRC). These should be included in the requisite columns of the price proposal workbook. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of

the spreadsheet. Estimated Taxes and Fees for both the NRC and MRC must be included in the corresponding columns.

Additional Description
Each lit service response must also include description of proposal, SLA, timeline, network diagram, a .kmz file, demarcation, references, and the FCC's Schools and Libraries Universal Service Fund status as described in later sections.

Service Level Agreement
Network Availability: Respondent shall make all reasonable efforts to ensure 99.99% network availability on each individual circuit of the IU 13 CONSORTIA Leased Lit Fiber Services Network. Respondents should include the methodology for measuring and reporting unscheduled outages on a circuit-by-circuit basis. This should include (at a minimum) monthly service reports to the IU 13 CONSORTIA.

See also "Service Level Agreement" additional information in Attachment F.

The Respondent will also meet the following performance standards:

- Frame/packet loss .25% commitment
- 25 ms Network Latency Commitment
- 10 ms Network Jitter Commitment
- The respondent will not rate limit or throttle the capacity of the customer's circuit at any time for any reason

<u>Leased Dark Fiber Service</u>:
As an alternative, respondents can quote a leased dark fiber network solution from the specified hub to the eligible service locations. The price quote should be for an IRU lease of 2- or 4-strands of fiber, as indicated, to each eligible location. Consult price proposal workbook for details. A-Location options are specified for each Z-Location and service type. Refer to the "A-Locations List" tab of Attachment G to correlate the provided A-Location short name with the physical address. Fiber route design options are at the discretion of the service provider.

Leased Dark Fiber Price Proposal

Each respondent is required to complete the "Circuit Proposals" tab in the price proposal workbook accompanying this RFP. Price quotes are requested for 36-month, 60-month, 120-month, and 240-month terms of service. All circuits on any contract must be coterminous. For example, a site with a start date of July 1, **2026**, shall have its term reduced by 12 months. Proposals should specify all special construction or non-recurring costs (NRC) (see description in later section) required by the vendor to commence service and all monthly recurring costs (MRC). These should be included in the requisite columns of the price proposal workbook. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet. Estimated Taxes and Fees for both the NRC and MRC must be included in the corresponding columns.

General Terms for Leased Dark Fiber Projects

The following are general terms that apply to leased dark fiber projects. Respondents may offer maintenance and operations services, installation, and operations either themselves or through third-party subcontractors. In the case that respondents use external third-party service providers or contractors to deliver some or part of the solution, these should be clearly indicated and identified in the response.

Fiber Specification - All leased dark fiber solutions must be comprised of single mode fiber end-to-end. Applicant may choose to deploy WDM gear in the future, meaning that fiber must be able to support any and all wavelengths.

<u>Maintenance and Operations of the Leased Infrastructure</u>

IU 13 CONSORTIA requires on-going maintenance and operations ("M&O") of the fiber on all Leased Dark Fiber solutions. Maintenance responses are required as follows:

- All responses for leased dark fiber require on-going maintenance and operations ("M&O") of the fiber as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third-party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.
- If M&O cannot be quoted for entire time span of the lease, please include alternate time span quote as well as explanation for the shorter time span.
- The M&O contract for a lease should specify terms indicating the fiber owner (not IU 13 CONSORTIA) must claim responsibility for repairs in the event of a catastrophic cut or relocation caused by the fiber owner or other third party.

- Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from IU 13 CONSORTIA of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within two (2) hours and thereafter proceed to correct the malfunction within four (4) hours.

When pricing M&O, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection
- Scheduled maintenance windows and scheduling practices for planned outages
- Marker and handhole inspection and repair
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost
- What agreements are in place with applicable utilities and utility contractors for emergency restoration
- Repair of fiber breaks
- Post-repair testing
- Mean time to repair
- Replacement of damaged fiber
- Replacement of fiber which no longer meets specifications
- Policies for customer notification regarding maintenance
- Policies for customer action necessary to facilitate maintenance, troubleshooting, and repair operations
- Process for changing procedures, including customer notification practices
- Process for moves adds and changes
- Process for responding to locate requests including the interface with the Pennsylvania One Call System

Additional Description

Each dark fiber service response must also include description of proposal, SLA, timeline, network diagram, a .kmz file, demarcation, references, and the FCC's Schools and Libraries Universal Service Fund status as described in later sections.

See also "Service Level Agreement" additional information in Attachment F.

Network Equipment

This RFP may include a request for Network Equipment (e.g., modulating electronics and other equipment necessary to make a Category One service functional). Those proposals are to be submitted on the "Equipment Proposals" tab of Attachment G.

On the "Equipment Proposals" tab of Attachment G, IU 13 CONSORTIA has listed the preferred manufacturer product line and the required SKUs. In accordance with E-rate rules, IU 13 CONSORTIA will evaluate proposals for equivalent product lines, provided those products are equivalent in quality and functionality with the SKUs listed. Vendors proposing equivalent product lines must include in their proposal manufacturer proof such as manufacturer's specifications or other similar documentation that the equipment is equivalent in quality and functionality, and must also complete columns I, J, and K on "Equipment Proposals" tab. Further, equivalent products must be fully interoperable and compatible with the school's existing equipment/systems and the documentation submitted must include proof of this interoperability and compatibility. A list of the school's existing equipment/systems for which all equivalent products must meet this test is included at the bottom of the equipment list on the "Equipment Proposals" tab.

Prices quoted should be for a single unit for each line item listed. The extended price will be calculated automatically. Final quantities required will be determined after evaluation of the Circuit Proposals. IU 13 CONSORTIA reserves the right to increase or decrease quantities as needed to make awarded Category One services from this RFP functional. Member schools evaluating their own circuits from this RFP reserve the right to independently purchase Category One modulating equipment from the awarded vendor pursuant to this RFP.

Equipment Proposals will be evaluated independently from Circuit Proposals. Vendors may, but are not required to, submit proposals for both Circuits and Equipment. No preference will be given to vendors who submit for both categories.

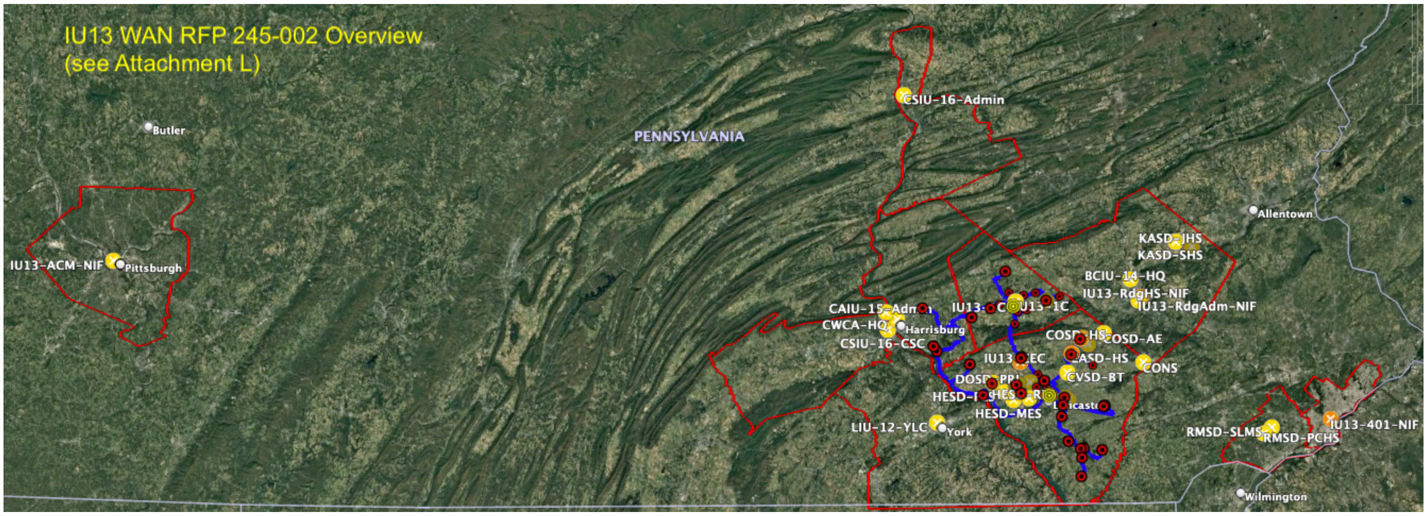
1.4. **Area Maps and Sample Network Designs**

IU13 WAN RFP 245-002 Overview Diagram:

The IU 13 CONSORTIA is including a map of existing and planned sites to guide vendors in formulating their responses. Addresses of these locations are listed in the price proposal workbook. In accordance with E-Rate rules, the IU 13 CONSORTIA will consider alternative fiber paths and equipment configurations proposed by respondents. The IU 13 CONSORTIA will select the solution that best meets the selection criteria with cost being the most highly weighted factor, as required by the E-Rate program. The image below includes a sample of IU 13 CONSORTIA's existing leased dark fiber network. Unnamed points are existing school sites on the fiber WAN. The image shows the Z-Locations (yellow dots) and A-Locations (orange dots) for this RFP; see price proposal workbook (Attachment G) for complete list of Z-Locations needing service and potential A-Locations, along with their corresponding addresses.

"**245 002 Attachment L IU13 RFP 245 002.kmz**" is provided in the RFP documents for reference. The image and KMZ are to be used only as a sample for design reference. Fiber route design options are at the discretion of the proposing vendor. Additionally, do not rely on this diagram for determination of existing building entrances; vendors are responsible to determine building entrance availability for themselves during the optional site surveys. The KMZ is a compressed version of a Keyhole Markup Language (KML) file. The KMZ file can be opened using Google Earth Pro: https://www.google.com/earth/versions/.

Sample overview image(s) below:



1.5. **Special Construction Timeline**

For each lit and dark fiber response, respondents must include a construction roadmap timeline. A notice to proceed letter may be required for any project involving special construction. Issuance of that letter is dependent on the timing of the E-Rate funding commitment decision letter.

1.6. **Demarcation**

• All solutions, whether lit fiber or leased dark fiber, must terminate service or infrastructure to the specified existing network closet inside of the site specified.

• Respondent must specify your expected demarc setup included in base fees. For example, “1U fiber tray with rack-mount CPE and 10GBASE-LR Handoff”.

1.7. **Network Diagram**

For each response, respondents must include a network diagram displaying the paths to be used to serve the specified site and a .kmz file.

1.8. **Special Construction and Non-Recurring Costs**

Respondents providing lit fiber proposals which require an upfront payment may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a non-recurring cost and must be entered in the price proposal workbook accordingly.

New fiber special construction charges for lit service or leased dark fiber projects as defined by the Second E-Rate Modernization order include construction, design, engineering, and project management. The applicant requests that the respondents allow IU 13 CONSORTIA to pay the non-discount share (share of special construction costs that are the responsibility of the applicant) in four equal annual installments over the four years beginning with the Funding Year when service begins. Responses must include agreement or non-agreement to this request.

The amount of special construction capital requested will be reviewed based on the cost of historical fiber builds in the region. Respondents should consider other business that may be generated by building fiber into the region and specify only the special construction capital allocable to IU 13 CONSORTIA service.

1.9. **Required Notice to Proceed and Funding Availability**
IU 13 CONSORTIA will follow the purchasing policies of the Lancaster-Lebanon Intermediate Unit 13 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. The implementation of any associated contracts resulting from this competitive RFP process will be dependent on IU 13 CONSORTIA's issuance of a written Notice to Proceed. E-Rate funding notification alone will not signify Notice to Proceed. IU 13 CONSORTIA will have the right to allow the contract to expire without implementation if appropriate funding does not become available.

All responding vendors must be a registered vendor with USAC and have a USAC-issued Service Provider Identification Number (SPIN). Responding vendors who do not have a USAC-issued SPIN must demonstrate reasonable efforts to obtain a SPIN before the service start date.

Please see Attachment H – E-Rate Supplemental Terms and Conditions for additional information.

1.10. **E-Rate Modernization Order Note**

Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission Second E-Rate Modernization Order (WC Docket No. 13-184) (https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity) for more information.

1.11. **School Move or Closure During Contract Term**

• If a school location moves during the term of the contract, the customer may move the service, without penalty, continuing the terms of the original agreement, provided the customer pays any one-time construction charges necessary to move the service.
• If a school location temporarily closes (i.e. for renovations) the customer may temporarily suspend service and monthly recurring costs, then resume the contract when the building is again occupied by students.
• If a school location permanently closes, the customer may be released without penalty from all remaining monthly recurring charges. The customer is still responsible for all previously incurred non-recurring charges.

1.12. **Additional Technical Requirements can be found in "Attachment F - Technical Specifications"**

2. Contacts and Proposal Response Information

2.1. **Contacts:**

IU13 WAN Consortium Scope of Work specific questions:
Mike Williams
Network Operations Manager
Technology Services
Lancaster-Lebanon Intermediate Unit 13
1020 New Holland Avenue, Lancaster, PA 17601
mike_williams@iu13.org

RFP and commercial terms questions:
Steven M. Frey
Senior Collaborative Services Manager
Lancaster-Lebanon Intermediate Unit 13
1020 New Holland Avenue, Lancaster, PA 17601
steven_frey@iu13.org

2.2. **Proposal Response Information**

Each proposal will be awarded points in each of the areas listed in Section 6.1 below. Firms must demonstrate competence and qualifications under these criteria. Additionally, vendors are required to submit the following documentation, **in order**, and as listed below;

1. Attachment A (Form of Proposal) including *three current and one past references*
2. Attachment B (Non-Collusion Affidavit)
3. Attachment C (Minority Enterprise Business Type)
4. Attachment D (Addendum Acknowledgement Form) ***– as applicable***
5. Attachment E (Professional Services Contract) – *to be returned if awarded*
6. Attachment G (Pricing Proposal) – **Pricing requested as per attached workbook**
7. Attachment H (Bid Bond) – **to accompany ALL proposals**
8. Attachment I (Performance Bond) – *to be returned if awarded*
9. Attachment J (Payment Bond) – *to be returned if awarded*
10. Attachment K (E-rate Supplement)
11. Narrative on the firm's organizational and business qualifications. Include, at a minimum, the following:

- Capabilities and resources
- Current business model
- History, size, ownership, and organizational structure
- Financial resources
- Key personnel and contacts
- Applicable service response time minimums
- Employee Listing of Certified Staff

12. Current list of educational clients similar to IU13.
13. Current W-9

Interested vendors must register via email to steven_frey@iu13.org. Vendor registration deadline is **Monday, November 4, 2024, by 1:00 PM Eastern Standard Time (EST)**. If necessary, addendums to this RFP will be issued. Vendors who have registered to receive this RFP will receive all addendum announcements. Addendum receipt will be confirmed by the return of the Addendum Acknowledgement Form which is included as Attachment D. The deadline to submit questions concerning the RFP is **Tuesday, November 19, 2024, no later than 2:00 PM EST**. After this time, no further questions will be considered.
Proposals are to be submitted no later than **2:00 PM EST on Wednesday, December 18, 2024.** Proposals received after this time will not be considered. See section 3.1 for submission method details.

3. General Terms and Conditions

3.1. SUBMISSION OF PROPOSALS

IU13 is soliciting proposals for WAN Services. Proposals are due no later than **Wednesday, December 18, 2024, at 2:00 PM EST**. The proposal shall be submitted via email to the attention of Steven Frey, Senior Collaborative Services Manager at the following address: steven_frey@iu13.org. The subject line should include the proposal identification as follows: **IU13 WAN Services Request for Proposal #245-002**.

Additionally, one hard copy of all notarized documents shall be delivered no later than **Wednesday, December 18, 2024, at 2:00 PM EST to:**

Lancaster-Lebanon IU13
1020 New Holland Ave
Lancaster, PA 17601
Attn: Steven Frey – RFP Response #245-002

3.2. EVIDENCE OF RESPONSIBILITY

Any supplier submitting a proposal will be required to furnish evidence in writing that such supplier (a) maintains a permanent place of business; (b) has adequate equipment, finances and personnel to furnish satisfactorily and expeditiously any equipment and services requested; and (c) is authorized by the manufacturer of any proposed equipment and, as applicable, by the Commonwealth of Pennsylvania and other applicable government bodies, to provide necessary equipment, leases, services and warranties for the items or services proposed. In addition, suppliers are required to conform to all requirements of this document and furnish completely and truthfully all requested information.

3.3. COMPLIANCE WITH PROPOSAL REQUIREMENTS

Any inability to comply with the conditions and specifications as outlined must be clearly stated in the proposal. Any proposal which is in-complete or contains additions, alterations, deletions, or terms and conditions not called for or allowed under the provisions of the proposal documents or any other irregularities may be rejected as non-conforming.

3.4. **SELECTION OR REJECTION OF PROPOSALS**

IU13 reserves the right to accept or reject any or all proposals, in whole or in part, to award contracts to one or more providers, and to waive any or all informalities in connection therewith at its discretion.

3.5. **CONTRACTS**

If any proposal is accepted, the contracts shall consist of the Request for Proposals, the proposal specifications applicable to this RFP, the general terms and conditions, the proposal, and all other relevant documents along with any revisions, clarifications, error correction notices, and explanatory notes issued prior to proposal opening, and the IU13's standard form purchase order or signed service agreement with the supplier who has been awarded contracts under this RFP. Vendors are required to submit, with their RFP responses, a copy of their proposed standard contract and all terms and conditions. Vendor submitting proposal attests, by signing proposal, that he or she understands that any final contract will be negotiated and signed in accordance with the purchasing policies of IU13 and the laws of the Commonwealth of Pennsylvania, and that the parties' contract will reflect the terms and conditions that are mutually agreed upon by IU13 and the service provider. In the case of differing or contradictory contract language, the language providing the greatest benefit to IU13 shall take precedence. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the Commonwealth of Pennsylvania. The term "contract" wherever worded in the singular, may be taken to refer to multiple contracts if required. The contract and the final award of this proposal are contingent upon approval by the IU13 Board.

3.6. **ASSIGNMENT**

Any successful supplier shall not assign the performance of the contract nor any portion thereof to any other person without the prior written consent from IU13, which consent may be withheld by IU13 in IU13's sole discretion.

3.7. **BILLING**

All invoices shall be sent to the Business Offices of IU13, except those submitted directly to USAC for payment. IU13 requests Net-60 payment terms.

3.8. **TAXES AND FEES**

IU13 is exempt from Pennsylvania state sales taxes and Federal excise taxes. All other anticipated taxes and fees for both the NRC and MRC portions must be included in the appropriate places on the price proposal worksheet (Attachment G). A listing of currently applicable taxes and fees for each proposed service type and the assessment rate or calculation method of each must be included in your narrative response.

3.9. **EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.

3.10. **RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If IU13’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.

3.11. **SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES AND LABOR SURPLUS AREA FIRMS**

The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. To that end, when possible, the awarded vendor(s) should ensure that When possible, the Contractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of labor's list) are considered hereinafter set forth below. Such consideration means: (i) These business types are included on solicitation lists; (ii) These business types are solicited whenever they are deemed eligible as potential sources; (iii) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (iv) Establishing delivery schedules (for example the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (v) Utilizing organizations such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) Requiring any subcontractor to take the affirmative steps listed in subparagraphs (i) through (v) of this section if subcontracts are to be let.

3.12. **BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

3.13. **CLEAN AIR ACT**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

3.14. **CONTRACT WORK HOURS AND SAFETY STANDARDS**

Where applicable, for all contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

3.15. **DAVIS BACON ACT**

When required by Federal program legislation, vendor agrees that, for all prime construction contracts/purchases in excess of $2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at **https://sam.gov**. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor’s acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3.16. **DOMESTIC PREFERENCES**

Vendor should, to the greatest extent practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means that all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States for iron and steel products. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

3.17. **NEVER CONTRACT WITH THE ENEMY**

For Federal grants and cooperative agreements, as defined by 2 CFR 200.1, that are expected to exceed $50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the Intermediate Unit must exercise due diligence to ensure that no funds, including supplies and services, received under the grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. This due diligence must be completed through 2 CFR 180.300 prior to issuing a subaward or contract. The Intermediate Unit must terminate or void in whole or in part any subaward or contract with a person or entity listed in the System for Award Management (SAM.gov) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

3.18. **BUILD AMERICA, BUY AMERICA ACT**

Where applicable, the awarded vendor agrees that unless a domestic preference requirement is waived by the United States Department of Education or other applicable agency, for infrastructure projects or activities funded by Federal grants or funds: (i) all iron and steel used in the infrastructure project or activity which is subject to the contract are produced in the United States; (ii) all manufactured products used in the infrastructure project or activity which is subject to the contract are produced in the United States; and (iii) all construction materials used in the infrastructure project or activity are manufactured in the United States. Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52. Upon request, the awarded vendor shall provide, and shall cause its suppliers, manufacturers, and subcontractors to provide a certificate(s), on a form reasonably acceptable to the Intermediate Unit and the applicable agency, certifying compliance with the sourcing requirements of the Build America, Buy America Act, Pub. L. No. 117-58, for the applicable infrastructure project or activity.

3.19. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

For Federal grants and cooperative agreements, as defined by 2 CFR 200.1, and to further the Intermediate Unit's (and any agency piggybacking off of this Awarded Vendor Agreement) compliance with 2 CFR 200.216, the awarded vendor represents, warrants, covenants and agrees that it shall not sell, offer or provide any equipment, system, or service under the Awarded Vendor Agreement (or any purchase order) that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Awarded vendor further represents and warrants that neither it (nor any of its subsidiaries or affiliates) uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The term "covered telecommunications equipment or services" is as defined in Public Law 115-232, Section 889(f)(3), as the same may be amended from time to time. The awarded vendor acknowledges that the Intermediate Unit (or applicable agency piggybacking off of this Awarded Vendor Agreement) may deem any violation of this Section 1.13 by the awarded vendor as a breach of this Awarded Vendor Agreement (or applicable purchase order), and the Intermediate Unit (or applicable agency) may terminate or void in whole or in part this Awarded Vendor Agreement (or applicable purchase order).

3.20. **CONTRACTOR VIOLATION OR BREACH OF CONTRACT TERMS**

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Contractor violation and breach of contract terms.

3.21. **TERMINATION OF CAUSE**

The IU13 may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing seven (7) business days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the IU13 terminates any awarded contract(s) in accordance with this paragraph, the IU13 shall retain all rights and remedies allowed by law.

3.22. **DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (“SAM”), in accordance with the Office of Management and Budget, more commonly known as “OMB,” guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the IU13 with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

3.23. **DISPUTES**

Exclusive jurisdiction and venue for any dispute relating to any matters pertaining to any proposal (or to any contract resulting from any proposal) shall be in the Court of Common Pleas of Lancaster County Pennsylvania, and any such dispute shall be governed by the laws of the Commonwealth of Pennsylvania.

3.24. **RIGHTS AND REMEDIES**

The rights and remedies of the IU13 shall be exclusive and are in addition to any other rights and remedies provided by law or under the contract. IU13 reserves the right to waive minor irregularities or reject any and all proposals provided that such action is in the best interest of IU13. Any such waiver shall not modify any remaining RFP requirements or excuse the RFP offer or from full compliance with other specifications and contract requirements. All applicable federal, state, and local laws shall be deemed to be part of the specifications and the supplier shall be responsible for compliance therewith.

3.25. **FORCE MAJEURE**

Neither party will incur any liability to the other if its performance of any obligation under This Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, **plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions,** general strikes throughout the trade, work stoppages, accidents, and freight embargos. and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify IU13 within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, IU13 may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. The occurrence of a force majeure event rendering either party unable to carry out its obligations shall excuse both parties from their obligations during any such force majeure event. The term "force majeure" shall mean events not reasonably within the control of the party claiming suspension and shall specifically include any future change in laws, rules, or regulations as may prohibit or materially frustrate the parties from carrying out the terms of the agreement.

3.26. **TERMINATION FOR NON-APPROPRIATION**

IU13's obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated, or are removed, eliminated, or otherwise not made available, to support continuation of performance in a fiscal year period, IU13 shall have the right to terminate this contract. If the contract is terminated as a result of IU13's non-appropriation of funds, the contractor shall be paid only for the equipment, Supplies and services properly rendered under the contract to the date of termination, and all Leased equipment will be made available for pickup by the contractor or its designee. The contractor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.

3.27. **LIABILITY**

The contractor shall indemnify and hold harmless IU13 and each of IU13's directors, officers, employees and agents of and from all damages, costs (including reasonable counsel fees), claims, demands, actions and causes of action which relate to or arise by reason of any act or omission of contractor (or any of contractor's directors, officers, employees, agents, representatives, contractors or business invitees), whether such act or omission is intentional, reckless, negligent or inadvertent.

3.28. **DEFAULT**

IU13 may upon written notice of default to the Supplier, terminate any contract resulting from this Invitation to Bid if the supplier fails to perform the services or deliver any equipment, supplies or commodities as specified in the proposal, the specifications and/or other proposal documents or fails to conform to the terms and conditions and other requirements of the contract documents.

3.29. **EMPLOYMENT VERIFICATION**

The successful Bidder shall recognize that a contract for "public work" may result from their bid, as determined by the IU13, if they perform construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body when the estimated cost of the total project is in excess of $25,000. In accordance with the Public Works Employment Verification Act, Act 127 of 2012, 43 P.S. § 167.1 et seq. (the "Act"), and in accordance with 4 Pa. Code § 66.1 et seq., all public works contractors and subcontractors shall utilize the Department of Homeland Security's E-Verify Program ("EVP") to verify the employment eligibility of each new employee hired after January 1, 2013. During a public works contract, a new employee hired by a public works contractor or subcontractor, regardless of whether s/he will be working onsite or offsite of a public work or otherwise, shall be verified within five (5) business days of his/her start date. As a precondition to the award of this public works contract, all contractors and subcontractors shall submit to the IU13 a completed Public Works Employment Verification Form (the "Form") for the Commonwealth of Pennsylvania, as made available by the Department of General Services (the "Department"). The IU13 may require the public works contractor or subcontractor to provide supporting documentation that the representative signing the Form has authority to legally bind the public works contractor or subcontractor. The contract with the successful Bidder and all subcontracts entered into by the successful Bidder, or a subcontractor, and all further subcontracts, shall contain notice of the applicability of the Act, information regarding the use of EVP, and reference the Department's website to obtain a copy of the Form. The successful Bidder and all subcontractors shall maintain appropriate documentation of their compliance with the Act and shall make such information available to the Department and/or the IU13 for audit and inspection upon request. The successful Bidder recognizes that a violation of the Act occurs if they fail to verify the employment eligibility of a new employee through EVP, or if they make a false statement or misrepresentation in connection with completion of the Form. The successful Bidder shall be responsible for any fines and penalties and shall indemnify and hold harmless the IU13 and its directors, officers, and employees, arising from any violation of the Act by the successful Bidder or any other contractor or subcontractor.

3.30. **PROCUREMENT OF RECOVERED MATERIALS**

For the Intermediate Unit's (or applicable agency piggybacking off of this Awarded Vendor Agreement) purchases utilizing federal funds, the Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the Intermediate Unit or piggybacking agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.31. **TERMINATION FOR CAUSE OR CONVENIENCE**

All contracts in excess of $10,000 must address termination for cause and for convenience by the Intermediate Unit or piggybacking agency including the manner by which it will be effected and the basis for settlement. Provisions regarding termination of the Awarded Vendor Agreement or purchase order are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these termination provisions.

3.32. **GENERAL COMPLIANCE AND COOPERATION**

In addition to the foregoing specific requirements, the contractor agrees, in accepting any purchase order or contract from the Intermediate Unit or a piggybacking agency, it shall make a good faith effort to work with the Intermediate Unit or piggybacking agency to provide such information and to satisfy such requirements as may apply to the Intermediate Unit's or piggybacking agency's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements, and contract cost and price analyses required under the Uniform Guidance.

3.33. **BID BOND REQUIREMENT AND PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

(i) Each Bid must be accompanied by Bid Security in the amount of ten percent (10%) of the total amount of the Base Bid plus any additive alternatives. Bid Security shall be in the form of a Bid Bond in the form set forth herein, naming the IU13 as obligee. The Bid Bond shall be submitted on the form included in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same date as the Bid Bond and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular or revision thereof. The Bid Security of Bidders will be returned at the Bidder's request, upon (1) the execution of the Contract by the IU13, or (2) the rejection of all bids by IU13, or (3) the expiration of the firm bid period. **The required form of Bid Bond is attached as Attachment H and made a part hereof.**

(ii) A performance bond in the amount of One Hundred Percent (100%) of the contract sum, conditioned upon the faithful performance of the Contract in accordance with the Contract shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of IU13. **The required form of Performance Bond is attached as Attachment I and made a part hereof.**

(iii) A payment bond in the amount of One Hundred Percent (100%) of the contract sum shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of claimants supplying labor and materials to Contractor, or to any of Contractor's subcontractors, in the prosecution of the work provided for in such Contract and shall be conditioned upon the prompt delivery of such materials or products furnished or labor supplied or performed in the prosecution of the work. **The required form of Payment Bond is attached as Attachment J and made a part hereof.**

The selected Bidder, as determined by the IU13, shall submit a Payment Bond and a Performance Bond within ten (10) calendar days of the date of IU13's notification of its intent to award the Contract as a condition precedent to the award. Failure to timely submit such required bonds shall constitute a default by Bidder, and the IU13 may, at its sole discretion, award the Contract to the next highest-scoring Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Contractor additional time in which to secure the required bonds. Other forms of bonds or changes in amounts may be required in the Specifications." Each of the above-referenced bonds shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Governmental Financial Operations, U.S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of the surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The bonds shall be accompanied by a power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

4. Section 4 REMOVED

5. Specific Requirements and Conditions:

5.1. **LENGTH OF CONTRACT** - The contract will commence following countersignature. Service activation dates may vary by site and are indicated on the price proposal workbook (Attachment G). Pricing for multiple term lengths is being sought. Initial term length will be decided after pricing is reviewed. Up to five (5) one-year optional extensions can be executed on a year-by-year basis after the initial term, upon mutual agreement of the parties. At the conclusion of the initial term and any exercised optional extensions, service shall move to month-to-month terms for up to 12 months, unless cancelled by IU13. Optional month-to-month extensions notwithstanding, June 30 of the final initial (or final exercised extension) contract year shall be the final day of contracted services, regardless of the actual date of service delivery / service acceptance.

5.2. **PRICING** – Base pricing shall be submitted on the attached Pricing Proposal (Attachment G). All pricing will remain firm through the term of the contract and as submitted on the Pricing Proposal. Enter pricing information in the orange cells in the spreadsheet. Only E-Rate eligible charges should be listed on the pricing spreadsheet. Describe all non-E-Rate eligible charges in the narrative of your proposal. Term totals will be calculated automatically.

5.3. **PROFESSIONAL SERVICES AGREEMENT** – The awarded vendor shall be required to sign the professional Services Agreement, which is attached and identified as Attachment E to this RFP. **All proposals must contain a statement confirming the Professional Services Agreement has been reviewed and any exceptions noted.**

5.4. **EXPENSE SCHEDULE (if applicable) -** Any additional charges not covered within the fee structure as indicated on the Price Proposal Attachment, shall be attached to the proposal. The schedule shall include the expense description, its use, and the corresponding dollar amount for the charge. All other terms and conditions applicable to this expense schedule must be supplied.

5.5 **SERVICE MINIMUMS** – If applicable, proposals shall include any service minimums allocated for services rendered. These minimums should be included in Attachment G – Price Proposal.

5.6 **INSURANCE REQUIREMENTS** - Proposals shall contain an Insurance Certificate providing proof to IU13 that the Contractor maintains an appropriate level of insurance coverage. The successful Contractor will be required to provide a supplemental certificate indicating IU13 as additionally insured. See specific details following:

Contractor shall maintain, at its expense, the following insurance coverage during the Term of this Agreement:

Workers' Compensation Insurance, disability benefit, and other social insurance as required by the laws of the Commonwealth of Pennsylvania or any other state in which the Contractor operates; and

Professional Liability, comprehensive general liability, automotive liability (including non-owned and hired vehicles) and property damage insurance, including suppliers, products and completed operations and contractual liability endorsements, with a combined single limit of at least $1,000,000 each per occurrence with not more than $1,000 per occurrence deductible or self-insurance retention.

All such insurance policies shall name IU13 as an additional insured and shall require at least ten (10) days' notice to IU13 prior to cancellation, termination, or expiration. Contractor shall submit to IU13 insurance certificates ("Certificates") evidencing required insurance coverage and compliance prior to or upon execution of the Agreement, on the yearly anniversary date of this Agreement (if still in effect) and at any other time or times upon IU13's request. If the Contractor seeks a waiver of any the above insurance requirements, the reasons must be submitted in writing to the IU and the waiver is not effective until approved in writing by the IU (which approval may be withheld in the IU's sole discretion).

5.7 **BACKGROUND CHECKS** - All persons working at the project may be required to submit proof of a satisfactory background check required by Act 34 of 1985 Criminal Background History Check and Act 114 of 2006, Pennsylvania Department of Education, 333 Market St, Harrisburg, PA 17126-0333. This certification is required before workers are permitted on site. Costs to obtain these clearances will be paid by the contractor. A satisfactory clearance check may be required by Act 151 of the 1994 Child/Student Abuse Reporting Clearance, which amended the PA Department of Welfare's Child Protective Services Law. If required by IU13, contractors must comply with Act 34, Act 151, Act 114, and supply background checks on all personnel, including sub-contractors and their employees. Information supplied will be held in confidence. Contractor shall indemnify and hold harmless IU13 from and against all costs, claims and expenses arising by reason of wrongful or negligent acts or omissions of contractor, its employees, and agents.

5.8 IU13 reserves the right to:

- Amend, modify, cancel this RFP, or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP via RFP amendment;
- Clarify the requirements contained in this RFP at any time after the issuance of this RFP via RFP addendum;
- Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;

- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s) as the factor given the most points in the evaluation among all of the various factors considered.

5.9 **Reasons for Disqualification of Proposals**

If any of the following conditions occur, Service Provider's proposal may be disqualified from being evaluated.

a. Service Provider's proposal is submitted after the deadline.
b. Service Provider is on Red Light Status with the FCC or is delinquent on a debt to a state or federal governmental agency or entity. Vendors must provide proof in their proposals that they are not on Red Light Status with the FCC.
c. Service Provide is not authorized to do business in Pennsylvania (PA) or is not authorized to provide the services requested in this RFP.
d. Service Provider fails to return all required forms listed in Section 2.2 and signatures with the submitted proposal.
e. Service Provider has not disclosed all taxes, fees, surcharges, etc. and their amounts or percentages in their proposal.
f. Service Provider has not been in business for at least 5 years performing services or furnishing equipment required in the RFP.
g. Service Provider has had an unsatisfactory performance or failure to perform in accordance with the terms of one or more contracts with IU13 within four (4) years of the issuance of this RFP.
h. Service Provider does not have an E-rate SPIN number.
i. Service Provider has no previous experience with the federal E-rate program.
j. IU13 has identified unsatisfactory references from other PA school districts for services that are identical or similar to the services required in this RFP.
k. IU13 reserves the right to disqualify a Service Provider for the use of subcontractors that do not meet the requirements of this RFP or other legitimate business concerns.

5.10 **E-rate Supplemental Terms and Conditions**

See Attachment H - E-rate Supplemental Terms and Conditions. A signed copy must be returned with RFP Response.

5.11 **Additional Terms and Conditions**

a. Failure to RFP each option (leased lit or leased dark) will not eliminate the vendor from further consideration. A respondent may submit a proposal on a circuit-by-circuit basis, though we encourage a potential respondent to respond to as many sites as possible.
b. Any deviation from the specified RFP items must be accompanied by complete explanation and written documentation.
c. All deliveries and interior installations shall be made between the hours of 8:00 AM and 2:30 PM, Monday through Friday. No weekend or holidays are acceptable without prior approval. Summer hours may be different than normal hours. Please contact each school entity prior to arrival.
d. No vendor may set a sooner expiration date on an RFP item other than stipulated herein.
e. Safety Data Sheets, as required by the U.S. Department of Labor, Occupational Safety and Health Administration, shall be supplied in the RFP packet for all items RFP, where applicable, and shall be provided with each individual shipment of goods.
f. If the successful vendor neglects or refuses to furnish and deliver within the guidelines set forth, IU 13 CONSORTIA may cancel the contract.
g. RFP prices must remain at or less than the original RFP for the period of the contract. Reduction in prices must remain consistent with general industry and area standards (lowest corresponding price as defined in the E-Rate Supplemental Terms and Conditions).
h. All equipment that is RFP must specify name, model number, type, and original manufacturer, if applicable. A copy of technical manuals, product descriptions, and/or descriptive advertisements must accompany each line item on the RFP form.
i. Detail any current or past investigations of the company or the principal officers in the company by state or federal agencies or law enforcement agencies.
j. Shipping and installation are at the expense of the vendor. Does not apply to “Network Equipment” proposals.
k. The vendor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards, including and addressing, without limitation, worker’s compensation, hazardous materials, human relations, non-discrimination, Pennsylvania Uniform Construction Code, prevention of environmental pollution, site excavation, aluminum and steel products, Pennsylvania public works employment verification act, security and safety procedures, and Pennsylvania prevailing wage rates. The vendor shall provide all protection and equipment as

required by the vendor’s Safety Code of the State Department of Labor and Industry pursuant to law. The specific statutory requirements enumerated in this section shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of the vendor’s obligations under applicable laws. The failure to specifically reference or include said matters in the Contract does not excuse the vendor from compliance with same. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

6. Evaluation Criteria and Timeline:

6.1 **Evaluation Criteria**

Proposals will be reviewed and evaluated on each of the categories below. Any proposal that does not meet the minimum requirements in this RFP may be excluded from evaluation. Firms must demonstrate competence and qualifications under these criteria. IU13 reserves the right after reviewing initial responses to selectively limit the number of contractors with which to conduct interviews and further negotiations.

A - **Leased Lit Fiber Solutions** (including Optical Wavelength Services)

% Weight	Criteria
30	E-rate eligible recurring and one-time costs
10	Construction / Installation timeline proposed
10	Ability to support requirements specified in the RFP
10	Exceptions to the RFP and/or contract terms
10	Service Reliability
10	Maintenance and Operations SLA
15	Provider references
5	Risk for IU 13 CONSORTIA

B - **Leased Dark Fiber**

% Weight	Criteria
30	E-rate eligible recurring and one-time costs
5	Construction / Installation timeline proposed
10	Ability to support requirements specified in the RFP
10	Exceptions to the RFP and/or contract terms
10	Maintenance and Operations SLA
10	Ability to offer turn-key solution (limited effort on behalf of IU 13 CONSORTIA)
5	Single vendor for service, maintenance, and operations (no sub-contractor(s))
15	Provider references
5	Risk for IU 13 CONSORTIA

C – **Network Equipment**

% Weight	Criteria
60	E-rate eligible recurring and one-time costs
20	Compatibility with preferred product line and existing equipment/systems
10	Ability to provide complete solution

5	Proposal documentation completed accurately
5	Previous vendor experience with the consortium

D - **Definitions**

1: **E-Rate eligible cost(s)** includes special construction and NRC in addition to MRC and includes any and all services that will be applied on a monthly recurring basis, as well as estimated taxes and fees applied to each. E- Rate special construction costs should be clearly indicated and separated from any other E-Rate eligible NRC cost. All services offered must be eligible for E-Rate Category 1 discounts. The category of E-Rate eligible costs will ALWAYS be the single most-heavily weighted factor.

2: **Construction/Installation timeline proposed:** all vendors are advised to commit to an initial roadmap for rollout of their solution per circuit, based on the E-Rate and IU 13 CONSORTIA timeline. All circuits are expected to be provisioned prior to June 30 of the fiscal year in which the contract begins. The roadmap should include all steps towards deployment and “go live dates” for all circuits within this RFP. Any risks or contingencies on the timing should be clearly highlighted in the response.

3: **Requirements:** preference will be given to vendors who can provide the highest level of compliance to all requirements laid out in this document based on the responses received.

4: **Service Reliability:** preference will be given to vendors that provide a favorable SLA for IU 13 CONSORTIA and have a robust network architecture and documented history of service reliability.

5: **Ability to offer turn-key solution:** Fiber plant constructed, spliced, terminated, tested, documented (fiber run distances) and ready for IU 13 CONSORTIA or District to light the network with necessary electronics.

6: **References:** Consideration will be given to vendors who are able to demonstrate a track record of successfully working with K-12 schools, IUs, or similarly sized customers within the state of Pennsylvania to provide high-quality, affordable solutions and exemplary ongoing service. Vendors should be able to provide access to three references as part of the evaluation process, as requested by IU 13 CONSORTIA.

7: **Risk for IU 13 CONSORTIA:** IU 13 CONSORTIA seeks to minimize any potential risks related to construction and service provider ownership of fiber infrastructure. When evaluating solutions, IU 13 CONSORTIA will award more points to lower risk solutions and fewer points to high-risk solutions according to SLAs, maintenance, and construction proposals.

6.2 **RFP Timeline**.

All dates are subject to change at the discretion of IU13. (**All times EST**)

- October 28, 2024 — RFP released.
- November 4, 2024, 1:00 PM — Deadline to Register for RFP (see page 2).
- November 4, 2024, 2:00 PM — Mandatory Vendor Meeting (see page 2).
- November 7, 2024, 5:00 PM — Deadline to complete site survey request (see page 2).
- November 13-14, 2024, TBD — Site Surveys - Schedule will be sent to registered vendors.
- November 19, 2024, 2:00 PM — Deadline to submit RFP questions.
- December 18, 2024, 2:00 PM — Proposals due.
- March 12, 2025 — IU13 Board Meeting - Anticipated Contract Award.
- July 1, 2025 — Start of Services.

7. Organizational Capabilities and Resources

As noted in Section 2.2, firms shall include as part of their proposal, information about the company’s background and core business, and evidence demonstrating an ability to provide the requested service. This information shall include company history, qualifications, experience, capabilities, finances, and key staff. Additionally, and as noted in Section 2.2, firms shall include as part of their proposal, information about the company’s current clients. This information shall include the three current references and a listing of current educational clients.

ATTACHMENT A: FORM OF PROPOSAL

SUPPLIER: ____ DATE: ________________

To: Lancaster-Lebanon Intermediate Unit 13 ("IU13")
1020 New Holland Avenue
Lancaster, PA 17601

We, the undersigned, herewith propose and agree to furnish to IU13 any item or items or services at the net prices set opposite each item or service on the attached sheet(s) identified as the Pricing Proposal.

This proposal is subject to all the terms of the proposal documents, which include the Request for Proposal #**245-002**, including all attachments thereto, and we hereby agree to enter into a written contract to furnish such item(s) or services, as may be awarded to us, and to furnish such security as these specifications require.

We understand that the IU13 reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any proposals.

The original of this form of proposal is being returned to you containing our proposal. A copy was retained for our files.

The undersigned supplier certifies to having read the Invitation for Proposal, Instructions to Suppliers, Conditions of the Proposal, and Specifications and offers to furnish services, supplies and/or materials as specified to IU13 in exact accordance with these specifications and conditions at the prices stated on the attached forms.

The following are references that may be contacted to support satisfactory performance of our company for the purchase of similar services or items contained on this proposal:

CURRENT REFERENCES:

Company Name ____
Contact Person ____________________________Phone / email______________________________
Services provided ____

Company Name ____
Contact Person ____________________________Phone / email______________________________
Services provided ____

Company Name ____
Contact Person ____________________________Phone / email______________________________
Services provided ____

ATTACHMENT A: FORM OF PROPOSAL-*continued*

IF SUPPLIER IS A CORPORATION OR LLC:

Corporation Name	Signed President
P. O. Box/Street Address	Type Name
City/State/Zip	Signed Secretary
Telephone Fax	Type Name
Type Name and Title of Supplier contact person	Signed
E-mail address	Web Site

IF SUPPLIER TRADES UNDER A FICTITIOUS NAME OR IS A PARTNERSHIP:

Trading Name	Signed
P. O. Box/Street Address	Type Name and Title
City/State/Zip	Signed
Supplier Contact Person Telephone	Fax
E-mail address	Web Site

ATTACHMENT B: NON-COLLUSION AFFIDAVIT

Contract / RFP Number: ___________________________________

State of: ____

County of ____

I state that I am______________________________ (title) of _________________________________ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price (s) and the amount of this proposal.

I state that:

(1) The price (s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the prices (s) nor the amount of this proposal, and neither the approximate price (s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal for this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5)________________________ (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _________________________________ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by ______________________________ (Name of public entity) in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from ________________________________ (Name of public entity) of the true facts relating to the submission of bids for this contract.

____ (Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS_______DAY
OF _____________, 20____

____ (Notary Public) My Commission Expires _____________

ATTACHMENT C: MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES TYPE

Indicate below if your organization is considered a Minority and Women Owned Business Enterprises ("MWBE"), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the proposal documents and will need to be submitted with the balance of proposal documentation.

Vendor Name: ____

____ Minority Owned
____ Women Owned
____ Small Business
____ Section 8A
____ Disabled Veteran
____ HUB

Supplier or Subcontractor Name____

____ Minority Owned
____ Women Owned
____ Small Business
____ Section 8A
____ Disabled Veteran
____ HUB

Supplier or Subcontractor Name____

____ Minority Owned
____ Women Owned
____ Small Business
____ Section 8A
____ Disabled Veteran
____ HUB

Date ____

Signature ____

ATTACHMENT D: ADDENDUM ACKNOWLEDGEMENT FORM

Indicate below your confirmation of all addenda received for the above aforementioned bid. This document will become part of the proposal documents and will need to be submitted with the balance of proposal documentation.

We hereby confirm receipt of all addenda indicated below in response to the IU13 WAN Consortium RFP# **245-002.**

____ ADDENDUM #1

Date____

Signature____

____ ADDENDUM #2

Date____

Signature____

____ ADDENDUM #3

Date____

Signature____

PROFESSIONAL SERVICE

CONTRACT PO# {PO#}
LANCASTER-LEBANON IU13
{Act 93 Approver}
1020 NEW HOLLAND AVE.
LANCASTER, PA 17601

PAYABLE TO:
{Contractor}
{Address 1}
{Address 2}
{City}, {State} {Zip}

Lancaster-Lebanon Intermediate Unit 13 and the Contractor named above agree that the Contractor will provide Services (as defined below) and, in consideration of the mutual agreements set forth herein, and intending to be legally bound, IU13 and Contractor agree as follow:
AGREEMENT TERM. The term of this Professional Services Agreement ("Agreement") shall begin on {Start Date} and expire on {End Date}, unless terminated earlier as provided herein ("Term").
SERVICES. "SERVICES" shall mean the description(s) provided below. Please use sufficient detail to give a clear understanding of the task to be performed and the restrictions laid out for the performance of the Services. The description must include the location, time schedule of services, as well as the method that the services rendered will be verified, i.e. observation of work, list of participants at workshop, report on work complete, etc.

{SOW}

Contract Amount: {Contract Amt}

CONTRACTOR'S SIGNATURE	DATE	LANCASTER-LEBANON IU 13 SIGNATURE PRINT	
NAME	DATE	PRINT NAME	

Intending to be legally bound, I understand and agree to the attached standard "Contract Term and Conditions for Independent Contractors" and Exhibit "A": "State Contractor's Non-Discrimination Notice, which are incorporated by reference. I further agree that by signing above I confirm that I have the appropriate authority to execute and bind the contract.

CONTRACTOR'S SOCIAL SECURITY NUMBER OR EIN

All checks are mailed directly from the Lancaster-Lebanon IU 13 Business Office.
Amounts on this Agreement are subject to the reporting requirements of the Internal Revenue Service. Individuals receiving service contract payments exceeding $600 annually will be sent a 1099 Form for tax reporting purposes.

A Professional Service Agreement is used instead of the more formal Independent Contractor Agreement, if ALL six conditions listed apply: 1) A contractor initiated contract is not used; 2) The contracted service is for a specific time period and payment is based on a specific event of continuous service during that time period; 3) The contracted service can be described in detail in the space provided; 4) The contracted service does not include a deliverable that involves property rights or development of a product; 5) The Contractor will not have access to student information or employee healthcare information of IU 13; and 6) The scope of work will not put the Contractor in direct contact with children.

The Professional Service Agreement shall not be used in lieu of hiring part-time personnel when the motive is clearly to avoid paying taxes and benefits or to avoid the normal procedure required for the hiring of part-time employees. In most cases this Professional Service Agreement is used to engage consultants or speakers.

PROFESSIONAL SERVICE AGREEMENT
Contract Terms and Conditions for Independent Contractors

1. Services

The Contractor agrees that the scope of work completed under this Agreement will not put the Contractor in direct contact with children as defined by the Pennsylvania Code, as may be amended from time to time: “Direct contact with children” means the following: *“Possibility of care, supervision, guidance or control of children by a paid employee or contractor of, or an employee of a person under contract with, a school entity, and routine interaction with children by a paid employee of a school entity or a person under contract with a school entity”. 22 Pa. Code § 8.1.*

If the Contractor's work will include direct contact with children, the Contractor must also submit to an additional contracting procedure that includes appropriate clearances and criminal checks. See Appendix B –“Required Clearances.”

The Contractor agrees that it and its employees and agents shall comply with all local, state and federal workplace safety and labor regulations while performing Services for IU 13. The Contractor shall take all necessary precautions to protect the safety of its employees or agents, IU 13’s employees or agents and all other third parties.

To the fullest extent permitted by applicable laws, Contractor shall and hereby agrees, for itself and its successors and assigns, to indemnify, hold harmless, and, if so requested, defend IU 13 and its employees, officers, directors, agents, representatives, and their respective heirs, executors, administrators, personal representatives, successors, and assigns (collectively, the “Indemnitees”) from and against any and all claims, damages, losses, liabilities, suits, charges, fines, taxes, fees, penalties, orders, settlements, judgments, actions, causes of action, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to: (i) the services set forth in this Agreement; (ii) the actions or inactions of Contractor and/or its employees, contractors, and agents; and (iii) the breach by Contractor of any agreement, covenant, representation, or warranty in this Agreement, regardless of whether any of the foregoing is caused in part by any of the Indemnitees, including, but not limited to, any responsibility for pay or play penalties or shared responsibility payments pursuant to the Affordable Care Act, the imposition of any monetary payments due and owing to PSERS,) any finding pursuant to the Internal Revenue Code or PSERS that the Contractor employees assigned to IU 13 pursuant to this Agreement are deemed employees of IU 13. The Contractor’s obligation to indemnify and hold IU 13 harmless under this Agreement shall survive the expiration or termination of this Agreement.

Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party’s control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents and freight embargos. and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify IU13 within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, IU13 may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor’s delay.

The Contractor shall not use, issue or release for publication any articles, photographs, or similar materials including or implying the name of IU 13, or any advertising or publicity matter including or implying the name of IU 13 or relating to the subject matter of this engagement, without first securing written consent from IU 13, which consent may be withheld in the IU 13’s sole discretion.

The Agreement and any issues as to validity, construction or performance shall be governed by the laws of the Commonwealth of Pennsylvania, the appendix or appendices attached hereto, and all other applicable laws. Contactor and IU 13 each agree that exclusive jurisdiction and venue for resolution of any disputes relating to the Services or the Agreement shall be in the Lancaster County, Pennsylvania, Court of Common Pleas. IU 13 and Contractor consent to such exclusive jurisdiction and venue. Contractor hereby waives all rights to a jury trial and agrees that all disputes shall be resolved by a judge sitting without a jury.

2. Agreement; Execution

Prior to the engagement date for the commencement of Services, the Contractor shall sign the Agreement, record its Social Security Number or EIN, and agree to the terms and conditions and Term of the Agreement. Except for any payments specifically described in the Agreement, the Contractor will be responsible for Contractor's own costs and expenses incurred in meeting Contractor's obligations to IU 13 pursuant to the Agreement.

3. Contractor

The Contractor engaged shall be a bona fide contractor, i.e., shall use the Contractor's own tools, materials, equipment and supplies and use the Contractor's own labor and professional or technical knowledge to accomplish the task for which the Contractor has been engaged. Services shall be rendered by the Contractor as an independent contractor and not as an employee of IU 13. This Contractor shall not be controlled, except within the terms of the Agreement, and shall have neither the restrictions, benefits, nor protection against liability, of an employee of IU 13. Upon completion of the Services pursuant to the Agreement, the Contractor cannot claim to be an unemployed person and seek benefits from IU 13's unemployment insurance account. It is further hereby understood and agreed that Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that Contractor is not an agent, servant, partner, nor employee of IU 13. Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local income taxes, salary, Social Security payments, and any and all other payments incurred by Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by IU 13 to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from IU 13 to Contractor and/or any and all of Contractor's agents, servants and employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of IU 13 or to bind IU 13 in any way whatsoever.

This engagement contemplates personal performance by the Contractor. The contractor shall not assign this engagement, nor assign, delegate or subcontract any of its rights or obligations contained herein, in whole or in part, to any third party without obtaining the prior written consent of IU 13, which consent may be withheld in the IU 13's sole discretion. Any assignment of subcontract not consented to by IU 13 shall be void.

The Contractor hereby waives and releases IU 13 and its employees and representatives of and from any claims, damages, losses, costs or expenses suffered or incurred by the Contractor which are otherwise covered under applicable worker's compensation laws; and the Contractor will require all of its employees who will provide services hereunder and as a condition to their eligibility for such service, to sign a similar written waiver and release of IU 13 (on a form reasonably acceptable to IU 13). The Contractor waives all claims against IU 13 and all rights of subrogation with respect thereto, and will require its workers' compensation insurance to contain a waiver of subrogation. The Contractor will provide copies of any and all such waivers/releases upon the request of IU 13 at any reasonable time or times. Unless the Contractor has given the original of any such release/waiver to IU 13, the Contractor will remain obligated during the term of this Agreement and for three (3) years after the termination or expiration of this Agreement to maintain such originals and to provide such copies.

4. Compensation

Payment will be made upon completion of the Services and subject to availability and appropriation of funds. Invoice submitted by Contractor must be substantiated with a listing that references the Services performed by dates, locations, or amounts of time worked in hours for increments thereof. All correspondence including invoices need to reference Purchase Order Number (PO #) found at the top of page one of the Agreement.

Contractor shall pay all federal, state and local taxes pertaining to the Services or Contractor's performance of the Services. Contractor shall perform and furnish the Services in a timely manner. Anytime specified for performance or completion of the Services is of the essence.

Contractor will furnish the IU 13 with such information as the IU 13 may request in connection with the Services and amounts to be paid to Contractor. Payment will be withheld until fully executed Agreement and insurance information as described in Section 5 below is received. Payment for the Services rendered shall be made in accordance with the IU 13's usual payment procedures.

If expenditures for travel are reimbursable under the Agreement terms, the contractor shall utilize lowest cost transportation and lodging. Mileage shall be reimbursed at the IU 13's then-current rate per mile. Meals are reimbursed based on IU 13's then-current per diem policy. All receipts for reimbursed expenses must be received by IU 13 before IU 13 reimburses Contractor.

5. Insurance

The Contractor shall maintain, at its expense, the following insurance coverage at all times during the Term.

(1) Workers' compensation insurance, disability benefit, and other social insurance as required by the laws of the Commonwealth of Pennsylvania or any other state in which the Contractor operates; and

(2) Professional Liability, comprehensive general liability, automotive liability (including non-owned and hired vehicles) and property damage insurance, including suppliers, products and completed operations and contractual liability

endorsements, with a combined single limit of at least $1,000,000 each per occurrence with not more than $1,000 per occurrence deductible or self-insurance retention.

All such insurance policies shall name IU 13 as an additional insured and shall require at least ten(10) days' notice to IU 13 prior to cancellation, termination or expiration. <u>Contractor shall submit to IU 13 insurance certificates evidencing required insurance coverage during the Term or any other time or times upon IU 13's request and compliance with this Section 5 prior to or upon execution of this Agreement, on the yearly anniversary date of the commencement of the Term (if still in effect) and at any other time or times upon IU 13's request</u>. If the Contractor seeks a waiver of any of the above insurance requirements, the reasons must be submitted in writing to the IU 13 and the waiver is not effective until approved in writing by the IU 13, which approval may be withheld in the IU 13's sole discretion.

6. Confidentiality
In connection with the Contractor's performance of its obligations under the Agreement, IU 13 may disclose to the Contractor and the Contractor may have access to certain information or materials of or relating to IU 13 or to the operations of IU 13 in general that is confidential and proprietary, including (without limitation) the items and materials themselves (hereinafter referred to as the "Information"). The Contractor agrees it shall hold the Information in confidence for IU 13, and the performance of the services under this Agreement and shall exercise the same degree of care to prevent disclosure to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. This Section 6 shall survive the expiration or termination of this Agreement.

7. FERPA
Contractor will have access to student data and will sign and comply with Appendix "C," FERPA Requirements.

8. Termination
IU 13 has the right in the IU 13's sole discretion to terminate this Agreement for any of the following reasons:

A. **Termination for Convenience.** IU 13 shall have the right to terminate this Agreement for its convenience if IU 13 determines termination to be in its best interest. If the Agreement is terminated for convenience by IU 13, the Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination. Additionally, if IU 13 terminates this Agreement prior to the commencement of the Term, no cancellation fee will be paid to the Contractor.

B. **Termination for Non-Appropriation.** IU 13's obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds (local, state, and/or federal) are not appropriated, removed, eliminated or otherwise not made available to support continuation of performance in a fiscal year period, IU 13 shall have the right to terminate this Agreement. If the Agreement is terminated as a result of IU 13's non-appropriation of funds, the Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or service delivered under this Agreement. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs.

C. **Termination for Cause.** IU 13 shall have the right to terminate this Agreement in the event of any Contractor default, upon written notice to the Contractor. IU 13 shall also have the right, upon written notice to the Contractor, to terminate this Agreement for other cause as specified in this Agreement or by law. If the Agreement is terminated for cause, the Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, less the additional costs to complete services to be provided under this Agreement and/or correct the work performed by Contractor. Contractor shall pay IU 13 any deficiency within five (5) days of the IU 13's demand for such deficiency. If it is later determined that IU 13 erred in terminating this Agreement for cause, then, at IU 13's discretion, this Agreement shall be deemed to have been terminated for convenience under Section 8.A of this Agreement.

9. Licensure
Contractor warrants and represents that it is currently properly licensed or otherwise permitted to operate in the Commonwealth of Pennsylvania.

10. Compliance with law
Contractor agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws and regulations governing the services to be rendered pursuant to this Agreement. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder.

11. Performance of work
Contractor shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of the work required by this Agreement at Contractor's sole cost and expense.

12. Authority
The person signing this Agreement on behalf of the Contractor individually warrants that he or she has full legal power to execute this Agreement on behalf of the Contractor, and to bind and obligate the Contractor with respect to all provisions contained in this Agreement.

13. Policies

Contractor agrees that it shall follow all applicable IU 13 policies pertaining to (i) student confidentiality, (ii) student welfare; (iii) use of electronic devices; (iv) unlawful harassment of students and employees; (v) civility; (vi) attire and appearance; (vii) drugs and alcohol; (viii) weapons; and (ix) health and safety in the workplace. IU 13 agrees to provide all applicable policies to Contractor upon request by Contractor.

14. Miscellaneous Contractor intends to be legally bound by this Agreement. Whenever IU 13 owes any amount to Contractor, IU 13 shall be entitled, but not obligated, to offset any or all of such amount(s) against or deduct there from any amount(s) that Contractor owes to IU 13. All schedules, appendices, exhibits and attachments hereto are hereby incorporated herein by this reference and shall be deemed to be a part of this Agreement as if they physically appeared within it.

15. Notices.

A. Any notices required or permitted to be given must be in writing and delivered in person, sent by certified or registered first class mail, return receipt requested, or express courier (such as FedEx or UPS), or via facsimile to the address set forth below (or to such other addresses as the parties may from time to time designate by notice to the other given pursuant to this Section 10). Such notices will not be effective until Receipt.

If to IU 13:	Lancaster-Lebanon IU 13 1020 New Holland Ave Lancaster, PA 17601 Attn: Contract Compliance Office Tel: 717-606-1665 Fax: 717-606-1992	**If to the Contractor:**	 Attn: Tel: Fax:

B. For purpose of this Section 15, “Receipt” is defined as follows:
   (1) For hand delivery, the date the sending party delivers notice to the receiving party or its agent;
   (2) For facsimile, the date the sending party successfully faxes the notice to the receiving party and the sending party receives confirmation from its facsimile machine that the receiving party received the notice;
   (3) For United States Mail, the third day after the sending party sends the notice by certified or registered mail to the receiving party; and
   (4) For express courier, the date the express courier company delivers the notice to the receiving party or its agent.

APPENDIX “A”

STATE CONTRACTOR'S NONDISCRIMINATION NOTICE

Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Contractor shall, in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

Contractor shall send each labor union or workers’ representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers’ representative of its commitment to this nondiscrimination clause.
Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.
Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor’s noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

Contractor shall include the provisions of this nondiscrimination clause in every subcontract as permitted by this Agreement, so that such provisions will be binding upon each subcontractor.

Contractor obligations under this clause are limited to the Contractor’s facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

APPENDIX "C"

FERPA REQUIREMENTS

[SIGN ONLY IF CONTRACTOR MAY HAVE ACCESS TO STUDENT DATA]

All information of any kind regarding any Student, including (without limitation) Confidential Student Data, shall be kept strictly confidential by Contractor and shall not be used or disclosed for any purpose except as provided in this Agreement. This obligation of confidentially shall survive the expiration or termination of this Agreement. As used herein, the term "Confidential Student Data" shall include, without limitation, any personal or identifying information of any student, such as names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "student record" under the Family Educational Rights and Privacy Act ("FERPA"). To the extent IU 13 or its employees, officers, employees, agents, assigns or anyone acting on behalf of the IU 13 discloses Confidential Student Data to Contractor, Contractor shall be deemed to have a legitimate interest in reviewing such information, and Contractor shall be bound by and shall comply with FERPA, Protection of Pupil Rights Act ("PPRA"), the State Board of Education Guidelines, and any other applicable federal, state and/or local legislation regarding the creation of, protection and dissemination of student information to the extent such laws and guidelines are applicable. To the extent that any above individual discloses Confidential Student Data to Contractor where the duties required of Contractor pursuant to this Agreement do not require such disclosure, Contractor shall immediately take steps to protect such Confidential Student Data from further disclosure, including to Contractor 's employees, shall notify the IU 13 of the disclosure to Contractor, and shall destroy any copies of such Confidential Student Data in the Contractor's possession.

To the extent that Contractor has access to Confidential Student Data, Contractor agrees that it shall use such student information solely for the purpose of delivering educational services as an educational agency as defined by FERPA in accordance with the terms of the Agreement. Contractor further agrees that student information of which Contractor is in possession or to which Contractor is provided access will be kept confidential and that it will not disclose any such student information in any manner whatsoever; provided, however, that any such information may be disclosed to Contractor's employees and representatives who need to know such information for the sole purpose of delivering educational services as an educational agency in accordance with the terms of the Agreement. Contractor's employees or representatives must agree to be bound by the terms hereof to the same extent as if they were parties hereto.

In the event that Contractor is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Confidential Student Data, Contractor shall provide IU 13 with a minimum of two (2) weeks written notice of any such request or requirement so that IU 13 may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Confidential Student Data to any tribunal, regulatory authority, or agency, Contractor may, without liability hereunder, disclose to such tribunal , regulatory authority, or agency only that portion of the Confidential Student Data which Contractor reasonably believes it is legally required to disclose, provided that Contractor exercises reasonable efforts to preserve the confidentiality of the Confidential Student Data.

____

Signature

____

Print Name and Title

ATTACHMENT F: Technical Specifications

1. **Service Level Agreement**
   a. Applies to all service types: Leased Lit Fiber, Optical Wave, Leased Dark Fiber, or alternate technologies.
   b. Respondent will provide a description of its proposal for all services and solutions. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, other detail IU13 CONSORTIA may find useful or necessary (or which could differentiate the solution from a competing proposal).
   c. In addition to the required services, the proposal may include but is not to be limited to the following services:
      i. **Network Operations Center**: Solution will provide customer support functions including problem tracking, resolution, and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
      ii. **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.
      iii. **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 implementation schedule is completed.
      iv. **Resolution**: The customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
      v. **Trouble Reporting, Escalation and Resolution**: A detail trouble reporting, escalation and resolution plan will be provided to IU13 CONSORTIA.
      vi. **Measurement**: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the customer contacts Vendor and identifies the problem. Credits for Outages of shortage will be identified.

vii. **Reports**: Upon request, an incident report will be made available to the customer within five (5) working days of resolution of the trouble.
viii. **Link Performance per segment**: The service will maintain the proposed Link Performance throughout the term of the contract.
ix. **Historical uptime**: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing IU13 CONSORTIA network.

2. <u>New Fiber Build / Special Construction Specifications</u>

a. Project Management

i. Selected contractor and its subcontractors will provide all project management to accomplish the installation of all project work as outlined in the Statement of Work.
ii. Provide engineer(s), certified on selected fiber system specifications and procedures to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined below, directing and managing cable placement and restoration, directing and managing splicing crews, and providing detailed documentation at the end of the project.
iii. Selected contractor and its subcontractors will develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization whether; selected contractor, its subcontractor(s), or IU13 CONSORTIA.

b. Material Management

i. Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones.
ii. Selected contractor and its subcontractors will develop in conjunction with selected contractor plants and other suppliers a material management plan.

c. **Property Restoration** - All cable routes, which are plowed or bored, will be restored to as near to original condition as possible.

d. **Install overhead and underground fiber optic cable**.

i. Bores will be approximately 3' deep.
ii. Plows will be approximately 3' deep.
iii. For buried installs, Contractor will procure and install customer approved hand-holes and place marker/locator posts.
iv. IU13 CONSORTIA will provide entry/exit holes into buildings where they exist. Respondent should provide a quote for entry/exit holes/conduit construction where entry/exit does not exist.

v. Where available, IU13 CONSORTIA will provide specific details of cable placement using aerial photography and CAD drawings.

e. **Install and Splice Hardware at Head Ends and in the Field**. The Contractor will:
   i. Install optical hardware and splice field cable to equipment tail at head ends and splice tail to pre-stubbed hardware with SC-UPC, SC-APC, or LC-UPC pigtails.
   ii. Prep closures, cables, and fibers, and splice fibers at all field locations.
   iii. Fiber to fiber fusion splicing of optical fibers at each point including head ends.
   iv. Individual splice loss will be ≤ 0.10 dB for single mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.

f. **Total Project Splices**: Respondent should supply estimate of number of splices.

g. **Final Testing** - The Contractor will:
   i. In addition to splice loss testing, selected contractor will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.
   ii. Inspect each terminated single-mode fiber span for continuity and anomalies with an OTDR at 1550 nm from one direction in accordance with OTDR operating manual.

h. **Documentation** - The Contractor will provide final documentation consisting of:
   i. Route "As-Built" Maps/Diagrams, including a fiber route map in KMZ format.
   ii. End-to-End Insertion Loss Data.
   iii. OTDR Traces.
   iv. Individual Splice Loss Data.

i. RFP Specifications
   i. All splicing shall be by the fusion method.
   ii. Vendor shall be responsible for the payment of any permitting fees.
   iii. Contractor shall furnish an as-built drawing to IU13 CONSORTIA.
   iv. Contractor shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide IU13 CONSORTIA with the dB loss of each fiber segment.
   v. Contractor shall be responsible for submitting the appropriate PA One Call locate requests for underground services.

vi. All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by IU13 CONSORTIA with an existing single mode fiber and terminated at customer's rack.
vii. A minimum of 100' coil of cable shall be left in each Hand Hole/Building for splicing use.
viii. IU13 CONSORTIA shall provide the contractor with secured space to store materials and equipment if needed.
ix. Fiberoptic cable inside the building must be armored or installed in innerduct. Please specify which method is being proposed. Either way, plenum-rated materials must be used in accordance with applicable building and fire codes, and industry best practices.
x. A maximum span distance has not been established. IU13 CONSORTIA would like to keep individual dark fiber spans under 80 km to minimize the cost of modulating equipment. Proposed spans over 80 km are not automatically disqualified but will be evaluated accordingly for overall cost-effectiveness.

j. Right-of-Way Acquisition & Permitting

i. Contractor is responsible to ensure that all cable routes have approved access & rights-of-way for all proposed cables installations.
ii. Contractor will provide any information or points of contact to allow selected contractor and its subcontractors to facilitate the route prep "Make-ready" and actual cable installation.
iii. Contractor is responsible for pulling all required construction permits. Selected contractor and its subcontractors will provide officials at IU13 CONSORTIA with any information necessary to pull these permits in a timely fashion.

k. **Route Maps** - Contractor is responsible for providing KMZ of final fiber route. May also include maps, drawings, or aerial photographs of the route.

l. Termination and Splicing Locations

i. Contractor will in conjunction with selected contractor designate/decide on all termination locations, whether in-building, outside plant or in customer premises. This will include all hand-hole or manhole locations.
ii. Contractor will in conjunction with selected contractor designate/decide on all field splice locations, in-building splice locations (if applicable), or other splice locations necessary to connect the network.

m. Cable and Hardware Approval

i. IU13 CONSORTIA will approve all cable and hardware prior to ordering or installation.

ii. IU13 CONSORTIA will approve all hand-hole or building entrance hardware prior to ordering or installation.

n. **Material Delivery, Receipt & Storage** - Contractor will provide warehouse or yard space to accommodate all materials provided by selected contractor to accomplish this project. Contractor will inspect, receive, and issue any materials to provide accountability. This will reduce the overall cost to IU13 CONSORTIA with no added costs being placed into the proposal to cover the receipt and storage.

o. **Final Inspection** - IU13 CONSORTIA will provide at their discretion a person(s) to witness any final testing or construction verification. The person designated by IU13 CONSORTIA will be required to initial/provide acceptance of any results. This person(s) will represent IU13 CONSORTIA during any and all acceptance testing. This does not relieve the selected contractor from providing agreed upon documentation or absolve the selected contractor of any warranty support.

p. **Communications** - IU13 CONSORTIA is responsible for all communications with Residents or other interested parties concerning the proposed construction. Notification of any person(s) affected by this construction is the responsibility of IU13 CONSORTIA. Selected contractor will work directly with any persons designated to handle project communications to facilitate awareness and reduce turmoil in IU13 CONSORTIA. Selected contractor will provide consultation to assist in the development of a communications plan as required.

3. **Lit Fiber Service (including Optical Wave) Specifications & Preferences**

   a. **Circuit Handoff Equipment (CPE)**

      i. must support 1G-SX, 10GBASE-SR, 10GBASE-LR, 10GBASE-ER, 40GBASE-LR4, 40GBASE-SR4, 100GBASE-LR4, or 100GBASE-SR4.

      ii. must be 19” rack mountable, preferably a 1U device.

      iii. must include dual power supplies.

APPENDIX H: BID BOND FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____________________ (hereinafter called the "Principal"), and _______________________________________, a corporation authorized to transact business in Pennsylvania, and having its principal office at ____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the **Lancaster-Lebanon Intermediate Unit 13** (hereinafter called the "Obligee"), as Obligee, in the sum of _____________________________________ Dollars ($_____________) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this _____day of ________________, 20___. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to perform work for the Obligee's IU13 WAN Consortium Services in Lancaster County, Pennsylvania, pursuant to plans, specifications and other Contract Documents, which are incorporated into the Bid by reference; and it is a condition of the Obligee's receipt and consideration of said bid that such shall be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his bid by Obligee and within the period specified therefore in the bidding requirements, enter into a written agreement with the Obligee, in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, in the form specified by the Owner, and furnish required verification forms and certificates of insurance, in all respects as required by the bidding requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such bonds, and furnish such verification forms and certificates of insurance within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, architectural, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal)

_____________________________(SEAL)
(Signature of Individual)

Witness: Trading and doing business as:

_______________________________ ____________________________________

(Partnership Principal) ____________________________________
(Name of Partnership)

Witness:

_______________________________ By:__________________________(SEAL)

______________________________ By:___________________________(SEAL)

(Corporation Principal) ____________________________________
(Name of Corporation)

Attest:_________________________ By:________________________________
(Asst.) Secretary (Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest:__________________________ *By:_____________________________
Authorized Representative

*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

(Limited Liability Company Principal)

WITNESS: ____________________________________ (Name of Limited Liability Company)

____________________________________ By:____________________________(SEAL)
(Managing) Member

____________________________________ By:____________________________(SEAL)
Member

____________________________________ By:____________________________(SEAL)
Member

or (if appropriate)

WITNESS: ____________________________________ (Name of Limited Liability Company)

__________________________ *By:_________________________________
(Authorized Representative)

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the company.

(Corporate Surety)

Name of Corporation

Witness or Attest:

____________________________ **By:_____________________________
Title

(CORPORATE SEAL)

**Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

APPENDIX I: PERFORMANCE BOND FORM

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, ______________________________, as Principal (the "Principal"), and ______________________________________, a corporation organized and existing under the laws of the _________of ____________________, having its principal office at ____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the **Lancaster-Lebanon Intermediate Unit 13**, as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of _________________ Dollars ($_________________), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal (the "Proposal"), to perform work for the Obligee's IU13 WAN Consortium Services in Lancaster County, Pennsylvania, pursuant to plans, specifications and other related documents, constituting the contract documents, which are incorporated into the Bid by reference and a part thereof (collectively the "Contract Documents"); and

WHEREAS, the Contract Documents are incorporated in this Bond by reference and made a part hereof; and

WHEREAS, the Obligee is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3.1, requires that, before an award shall be made to the

Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement shall be a revised EJCDC Standard Form of Agreement Between Owner and Contractor and shall also be considered part of the Contract Documents.

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interests, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Lancaster County, Pennsylvania and in any such proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety, intending to be legally bound, cause this Bond to be signed, sealed and delivered this ______ day of ___________________, 20____.

(Individual Principal)

WITNESS: ______________________________(SEAL)
(Signature of Individual)

____
(print name of Individual)
trading & doing business as

_______________________________ _________________________________

* * * * * * * *

(Partnership Principal)

WITNESS: __________________________________
(Name of Partnership)

_________________________________ By:_________________________(SEAL)
Print Name: ______________________
Partner

_________________________________ By:_________________________(SEAL)
Print Name: ______________________
Partner

_________________________________ By:_________________________(SEAL)
Print Name: ______________________
Partner

* * * * * * * *

(Corporate Principal)

ATTEST: __________________________________
(Name of Corporation)

_______________________ By:_________________________(SEAL)
Print Name: ______________ Print Name: ______________________
Title: Secretary (Assistant Secretary) Title: President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS: ________________________________
(Name of Corporation)

________________________ *By:______________________________
(Authorized Representative)
Print Name: ________________________

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

* * * * * * * *

(Limited Liability Company)

WITNESS: ________________________________
(Name of Limited Liability Company)

________________________________ By:_________________________(SEAL)
Print Name: ______________________
(Managing) Member

________________________________ By:_________________________(SEAL)
Print Name: ______________________
Member

________________________________ By:_________________________(SEAL)
Print Name: ______________________
Member

or (if appropriate)

WITNESS: ________________________________
(Name of Limited Liability Company)

________________________ *By:______________________________
(Authorized Representative)
Print Name: ______________________

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the company.

* * * * * * * *

(Corporate Surety)

WITNESS: ________________________________ (Name of Corporation)

________________________________ **By:________________________________ (Attorney-in-fact)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

APPENDIX J: PAYMENT BOND FORM

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, ______________________________, as Principal (the "Principal"), and _________________________________, a corporation organized and existing under laws of the ___________________ of _____________________, with a principal office at ____ _________________________________, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the **Lancaster-Lebanon Intermediate Unit 13** as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of ____ Dollars ($__________________) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal (the "Proposal"), to perform work for the Obligee's IU13 WAN Consortium Services in Lancaster County, Pennsylvania, pursuant to plans, specifications and other related documents, constituting the contract documents, which are incorporated into the Bid by reference and a part thereof (collectively the "Contract Documents"); and

WHEREAS, the Contract Documents are incorporated into this Bond by reference and made a part hereof; and

WHEREAS, The Obligee, is a "contracting body" under provisions of Act No. 385 of the

General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the “Public Works Contractors’ Bond Law of 1967” (the “Act”); and

WHEREAS, the Act, in Section 3.1, requires that, before an award shall be made to the Principal by the obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the “Agreement”), the form of which Agreement shall be a revised EJCDC Standard Form of Agreement Between Owner and Contractor and shall also be considered part of the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term “claimant”, when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase “labor or materials” when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the

Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term “Amendment”, wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety, intending to be legally bound, cause this Bond to be signed, sealed and delivered this ______day of __________________, 20______.

(Individual Principal)

________________________________ (SEAL)
(Signature of Individual)
trading & doing business as

WITNESS:

____ ______________________________________

****

(Partnership Principal)

WITNESS: ______________________________
(Name of Partnership)

______________________________ BY: ______________________________ (SEAL)
Partner

______________________________ BY: ______________________________ (SEAL)
Partner

______________________________ BY: ______________________________ (SEAL)
Partner

* * * * * * * * * *

(Corporate Principal)

ATTEST: ______________________________
(Name of Corporation)

______________________________ BY: ______________________________
Secretary (Assistant Secretary) President (Vice President)

(CORPORATE SEAL)

<u>or (if appropriate)</u>

WITNESS: ______________________________
(Name of Corporation)

______________________________ *BY: ______________________________
(Authorized Representative)

* Attach appropriate proof, with raised corporate seal, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

* * * * * * * *

(Limited Liability Company)

WITNESS: ____________________ (Name of Limited Liability Company)

____________________ By:____________________(SEAL)
(Managing) Member

____________________ By:____________________(SEAL)
Member

____________________ By:____________________(SEAL)
Member

or (if appropriate)

WITNESS: ____________________ (Name of Limited Liability Company)

____________________ *By:____________________
(Authorized Representative)

*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the company.

* * * * * * * * * *

(Corporate Surety)

WITNESS: ____________________________________

(Name of Corporation)

____________________________________ **BY:________________________________

(Attorney-in-fact)

** Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

ATTACHMENT K: E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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.

1) **E-RATE CONTINGENCY**
   The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) **SERVICE PROVIDER REQUIREMENTS**
   The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

   a. 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.

   b. 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: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

   c. 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

   d. 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 must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2025.

f. 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 contract and USAC approved extensions).

g. 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.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing 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 https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/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.

d. BIDDERS are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

e. The Service Provider attests that its offer does not violate the FCC’s Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC’s Website: https://www.usac.org/about/reports-orders/supply-chain/.

f. This offer is in full compliance with USAC’s Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) **STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2025 funding year (July 1, 2025). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*

- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/

Category 2
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) **INVOICING**

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) <u>FCC/SLD AUDITABILITY</u>
The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) <u>PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION</u>
During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of ______________________________ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _______________________________ **Title**: _______________________________

Phone Number: __________________________ **Email**: _____________________________

Service Provider Name: ____