



DERRY COOPERATIVE SCHOOL DISTRICT/SAU 10	INVITATION TO BID FOR WIDE AREA NETWORK DIGITAL TRANSMISSION for LEASED DARK AND LEASED LIT FIBER with a MULTI-YEAR CONTRACT
Direct all inquiries concerning this bid to: Derry Cooperative School District /SAU 30 Attention: Currie A. Sutton All questions must be submitted via email no later than 12:00 P.M. EST, January 20, 2023	Please return one (1) hard copy and one (1) digital copy of your response to Ms. Currie A. Sutton, contact for Derry Cooperative School District, 31225 Bainbridge Road, Suite H, Solon, OH 44139. All responses are due by 2:00 P.M. EST, <u>February 03, 2023.</u> All responses must be signed and have Derry Cooperative School District notated on the outside of the sealed package.
Email: currieasutton@epicinc.org	Date of E-Rate Service July 1, 2023 through June 30, 2026 with possible voluntary extensions

NOTE: Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. **ALL QUESTIONS MUST BE SUMITTED IN WRITING BY EMAIL TO THE EMAIL ADDRESS LISTED ABOVE. NO QUESTIONS** will be received by telephone. Questions received after the date and time listed above will not be considered. It is the **OFFEROR’S** responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

NOTICE TO BIDDERS: Sealed Proposals subject to the conditions herein will be received until the date and times listed above.

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DERRY COOPERATIVE SCHOOL DISTRICT SAU 10	INVITATION TO BID FOR E-RATE CATEGORY ONE SERVICES
INVITATION TO BID FOR WIDE AREA NETWORK DIGITAL TRANSMISSION for LEASED DARK AND LEASED LIT FIBER with a MULTI-YEAR CONTRACT	
RFP RELEASE DATE: January 06, 2023	RFP RESPONSE DATE: February 03, 2023
DEADLINE FOR QUESTIONS: January 20, 2023	
Derry Cooperative School District does not discriminate on the basis of age, race, color, national or ethnic origin, sex, or handicap in employment practices or in administration of any of its educational programs and activities in accordance with applicable federal statutes and regulations.	

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Derry Cooperative School District is soliciting Wide Area Network (WAN) proposals from qualified Service Providers for the Schools listed in Section II and the services listed in Section VI.

I. INSTRUCTIONS TO BIDDER AND GENERAL TERMS AND CONDITIONS

1. E-Rate instructions: This bid will be issued at the same time the FCC Form 470 is filed; this bid will remain posted for no less than 28 days.
2. Funding will be subject to E-Rate eligibility and District Approval. Any Contract entered into by the District will be contingent upon E-Rate funding.
3. Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
4. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered
5. **Lowest Corresponding Price:** Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See 47 CFR, Part 54, Section 54.500(f). Service providers cannot charge E-rate applicants a price above the LCP for E-rate services. See 47 CFR Section 54.511(b). There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.
6. All bids shall be SEALED AND ADDRESSED to: **Derry Cooperative School District, c/o Currie A. Sutton, 31225 Bainbridge Road, Suite H, Solon, OH 44139.** All bids shall be delivered by the specified time in a sealed envelope with a NOTATION ON THE FRONT of the envelope indicating **"WAN RFP Response"** stating time and due date of such bid.
7. Bids received prior to the time of opening shall be held unopened. No responsibility will be assumed by the district or its representatives for the premature opening of a BID NOT PROPERLY IDENTIFIED as stated above.
8. ALL BIDS ARE DUE not later than **2:00 P.M. Eastern Standard Time, February 03, 2023.** Bids may be HAND DELIVERED until the time of the bid opening. Bids may be delivered by U.S. Postal service or commercial delivery preceding the time of bid opening.
9. After recording the bids received, the bids will be referred to the appropriate administrative office for tabulation, review, and subsequent recommendations for Board action, if necessary.
10. It is a REQUIREMENT THAT BID RESPONSE PRICING BE SUBMITTED ON **PRICING SPREADSHEETS.** One (1) clearly identified sealed printed originals of your proposal as well as one (1) digital (CD, DVD, USB drive – NO EMAIL) copy is required for district evaluation. The digital version must include pricing in a spreadsheet format and should be included in your sealed package for the printed copies submission. No PDF format for pricing sheets should be

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used for the digital submission. Responsive proposals should provide straightforward, concise information that satisfies the requirements of this RFP. The District does not wish nor require that vendors bind their responses nor staple sections together. Responses in 3-hole punched binders or loose with a binder clip are sufficient and desired. Emphasis should be placed on skills and experience that respond to the needs of the School Board, the requirements of this RFP, and completeness and clarity of content.

11. If there are any questions regarding this RFP please direct those to: currieasutton@epicinc.org. The **deadline for questions will be, January 20, 2023 at 12:00 pm EST.** No questions will be accepted after this time.
12. All entries shall be entered in ink or typewritten and shall remain firm for a period of not less than **(ninety) 90 days.** Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed, in ink, by the person signing the proposal.
13. Offers, amendments thereto or withdrawal requests must be received by the time advertised for proposal opening to be timely filed. It is the vendor's sole responsibility to insure these documents are received by the person (or office) at the time indicated in the solicitation document.
14. By submission of an offer, you are guaranteeing that all services meet the requirements of the solicitation.
15. The document that will form the contract shall include the entire solicitation, all amendments, the winning offeror's proposal and the subsequent "Contract Agreement".
16. This solicitation does not commit **Derry Cooperative School District** to award a contract, to pay any cost incurred in the preparation of a proposal, to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this solicitation, to negotiate its entirety this solicitation if it is in the best interest of the District to do so. The offeror shall bare all costs associated with the preparation of the response.
17. All vendors will receive EQUAL CONSIDERATION in the bidding procedures
18. Bids will be awarded to the BIDDER who MEETS SPECIFICATIONS, complies with all INSTRUCTIONS AND CONDITIONS, and demonstrates product/service delivery superiority via demonstrations and test runs if required.
19. Every effort has been made to ensure that all information needed by the offeror is included herein. If an offeror finds that the proposal cannot be completed without additional information, if there are any questions for this bid, please direct those to: currieasutton@epicinc.org. All replies to the questions shall be in writing. All questions and written replies will be distributed to all offerors and will be regarded as a part hereof.
20. Proposals, amendments thereto or withdrawal requests must be received by the time advertised for proposal opening to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received by the person (or office) at the time indicated in the solicitation document.
21. Ambiguous Offers: Offers, which are uncertain as to terms, delivery, compliance to requirements and/or specifications, may be rejected or otherwise disregarded.

- 22. Prohibition of Gratuities:** Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by New Hampshire law. The provision of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative for making a gift to child, grandchild or other close relatives for love and affection except as hereinafter provided."
- 23. Offeror's Qualifications:** Offers shall be considered only from offerors who are regularly established in the business called for, and who in the judgment of the district, are financially responsible and able to show evidence of their reliability, ability, experience, and have personnel directly employed or supervised in the manner called for under this contract. The district may make such investigation as deemed necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the district all such information and data needed for this request, including a detailed list of the equipment which the offeror proposes to use; and a detailed description of the method proposed for service completion/installation. The district reserves the right to reject any offer if the evidence submitted by, or investigation of such offers demonstrates that the offeror is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional offers will not be accepted.
- 24. Explanation to Prospective Offerors:** Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offeror.
- 25. Offeror's Responsibility:** Each offeror shall fully acquaint himself with conditions relating to the scope, and restrictions attending the execution of the work under the conditions of this proposal.
- 26. Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the district in writing. The solicitation may or may not change, but a review of such notification will be made prior to award.
- 27. Waiver:** The owner reserves the right to waive any provisions of this solicitation.
- 28. New Hampshire Law Clause:** Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of the state of New Hampshire, which require such person or entity to be authorized and/or licensed to do business in this state, by submission of this signed offer, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the state of New Hampshire, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses, or fees levied by the State/County.
- 29. Accidents:** The vendors shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to

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do so on the proper notice, the owner reserves the right to defend such motion change all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.

- 30. Affirmative Action:** The successful Offeror shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped and concerning the treatment of all employees, without regards of discrimination by reasons of race, color, sex, religion, and or national origin.
- 31. Force Majeure:** Neither the District nor the successful offeror shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.
- 32. Non- Appropriations:** Any contract entered into by the owner resulting from this solicitation shall be subject to cancellation without damages of further obligation when funds are not appropriated or otherwise made available to support continuation of performance on a subsequent fiscal period or appropriated year.
- 33. Assignment:** No contract may be assigned, sublet or transferred without written approval of the Director of Technology.
- 34. Proposal Evaluation:** Proposals received on-time will be evaluated based on the E-Rate criteria as outlined below. The following factors will be used in evaluating bid responses; price is weighted higher than any other single factor. At their option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal.

Factor	Weight
E-Rate eligible recurring and one-time circuit costs (E-Rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-Rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-Rate program rules.)	30

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Overall suitability of the proposal for current and future needs of the School District as well as Quality of Response (A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission); Conformance of proposal to instruction for format and contents of proposal.	20
Evidence of prior successful experience is detailed and related to the proposed services, technical capability, and service reliability; References provide assurance that vendor can deliver the services and/or required products. Prior Experience in a similar K-12 education environment. (Strong and unequivocal evidence that proposing organization's human, organizational, technical, and professional resources (including Education and E-Rate expertise) and abilities can support the proposed project, which will meet the full scope of the requirements specified in the RFP.)	20
Total Cost for first year of Contract (including special construction).	10
Other Cost Factors (including price of E-Rate ineligible goods and services, if any. Any costs of the proposed service that are not eligible for E-Rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.	10
Offers the District discounted billing for E-Rate (SPI)	5
Environmental Objectives ¹	5
Total	100

35. Arbitration: Under no circumstances and with no exception will the Derry Cooperative School District act as arbitrator between the Offeror and any sub-contractor.

36. Change Orders: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Appointed Contracting Officer.

37. Special Notation: The Purchasing Department is acting under that authority given to it in the District Procurement Policy to procure contracts. The resulting contract is between the District and the successful offeror. The Purchasing Department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

38. Award: Derry Cooperative School District reserves the right to reject any and all proposals and to make an award in the best interest of the District.

39. ALL BIDS MUST BE SIGNED. (See Bid Submission Form). Unsigned bids will not be considered.

¹ See last page for a complete listing of Environmental Objectives.

- 40. SPIN NUMBER.** Please include SERVICE PROVIDER INFORMATION NUMBER (SPIN) in section 7 - Bid Submission Form, for E-Rate purposes. **IF YOUR PROPOSAL DOES NOT INCLUDE A SPIN NUMBER, YOUR RESPONSE MAY BE DISQUALIFIED.** Please confirm if you have recently applied for a SPIN number.
- 41.** Each response must address the vendor's understanding and capabilities to provide Wide Area Network services for all schools. Examples of vendor's successful implementation of these services are required to demonstrate capability. Examples must address service, scope, and reliability.
- 42. Please note:** The bidder does not need to respond to all the requested products and services to be considered. The bidder can respond to any, some, or all of the service/price requests.
- 43. Notice for Taxes, Travel and Living Expenses:**
All prices/rates quoted must be inclusive of all taxes (local, state, and federal).

Please provide a complete proposal, avoiding any hidden items, and include any estimates for labor, equipment delivery, licenses, as well as cost-reimbursable items such as travel and out-of-pocket expenses.
- 44. References:** Responders must provide a minimum of three (3) current references of similar services/solutions they have provided, including contact information. See section below for references.
- 45. Contract Negotiations:** The District reserves the right to conduct contract negotiations on details beyond what is specified in this RFP. Additionally, the District may also move to the next highest scoring bidder if contract negotiations aren't concluded to the District's satisfaction.
- 46. Responders should be aware of the following reasons for bid response disqualification.**
- Derry Cooperative School District may reject an erroneous bid after the bid opening if all, some, or one of the following conditions exist: (1) an error was made; (2) the error materially affected the bid; (3) rejection of the bid would not cause a hardship on the district, other than losing an opportunity to receive commodities at a reduced cost; and (4) enforcement of the part of the bid in error would be unconscionable. If a bid is rejected, documented evidence shall be maintained;
 - Vendor is on Red Light status with the FCC or is delinquent on a debt to a state or federal government agency or entity;
 - Vendor does not sign the RFP documentation;
 - Vendor has not been in business for at least 5 years performing the services or furnishing the equipment required in this RFP;
 - Vendor does not have an E-Rate SPIN number;
 - Vendor does not agree to provide discounted billing to the District if requested;
 - Vendor cannot provide all the services listed in the RFP unless otherwise noted in this solicitation that separate contracts may be awarded for subsets of equipment

and/or services; and

- Vendor cannot certify that equipment placed in District and school locations do not post a national security risk, specifically the vendor must certify equipment placed at customer locations is not from the companies listed on the Customer Equipment Certification Form below. (See FCC News Release: <https://www.fcc.gov/supplychain/coveredlist>, “List of Equipment and Services Covered By Section 2 of The Secure Networks Act.”, FCC, Last visited, 2022-12-30.)

II. BUILDING LOCATIONS TO BE CONNECTED:

BUILDING LOCATIONS	
Derry Village Elementary School 28 S Main Street Derry, NH 03038	<i>(Optional Building)</i> East Derry Memorial Elementary 18 Dubeau Drive Derry, NH 03038
Ernest P. Barka Elementary 21 Eastgate Road Derry, NH 03038	Grinnell Elementary School 6 Grinnell Road Derry, NH 03038
South Range Elementary School 1 Drury Lane Derry, NH 03038	Gilbert H. Hood Middle School 5 Hood Road Derry, NH 03038 <i>(Network Core /Aggregate)</i>
West Running Brook Middle School 1 W Running Brook Lane Derry, NH 03038	Derry Cooperative School District SAU 10 Office 18 South Main Street, Derry, NH 03038
ANNEX to Derry Village Elementary School Derry Cooperative School District Warehouse 28 1/2 Main Street Derry, NH 03038	<i>Regarding the ANNEX, please note: The exact location of 28 ½ S Main Street in Derry is the address of the building (the Warehouse) that lies directly between Derry Village Elementary School at 28 S Main Street, Derry and West Running Brook Middle School at 1 W Running Brook Lane, Derry.</i>

The District reserves the right, through the life of the contract, to remove buildings and services at no additional charges if the configurations of the entities change within the District in response to budgets, population shifts, enrollment changes, Board of Education decisions, and/or circumstances outside the District's control.

III. DATES AND ACTIVITIES:

1. **If there are any questions regarding this RFP please direct those to:**
currieasutton@epicinc.org.

2. RELEVANT DATES:

Event	Date
Release bid to Bidders	January 06, 2023
Deadline for bid Questions	January 20, 2023, 12:00 pm EST
Deadline for Proposal Submission	February 03, 2023, 2:00 pm EST
Dates of E-Rate Service for Leased Dark Fiber Services and for Leased Lit Fiber Services	July 1, 2023 through June 30, 2026 <i>With two possible voluntary extensions of 12 months each</i>

IV. BID SUBMISSION FORM²

COMPANY NAME _____

COMPANY ADDRESS _____

E-RATE SPIN NUMBER _____

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE*

NAME

SIGNATURE

DATE: _____

CONTACT TELEPHONE: _____

CONTACT EMAIL: _____

**Signature certifies that the proposed solution and services meet all requirements outlined in the bid and that the vendor will comply with all specified requirements.*

² Please return this page with your company's response.

V. CUSTOMER EQUIPMENT CERTIFICATION FORM³
(For Option B: Leased Lit Service)

_____(COMPANY NAME)

CERTIFIES THAT EQUIPMENT PLACED IN DISTRICT AND SCHOOL LOCATIONS IS
NOT FROM THE FCC PUBLISHED LIST OF EQUIPMENT AND SERVICES COVERED
BY SECTION 2 OF THE SECURE NETWORKS ACT:

[HTTPS://WWW.FCC.GOV/SUPPLYCHAIN/COVEREDLIST](https://www.fcc.gov/supplychain/coveredlist)

RESPONSIBLE PERSON'S NAME AND AUTHORIZED SIGNATURE:

NAME

SIGNATURE

DATE: _____

THE INCLUSION OF PRODUCERS OR PROVIDERS OF EQUIPMENT OR SERVICES IDENTIFIED ON THIS LIST SHOULD BE READ
TO INCLUDE THE SUBSIDIARIES AND AFFILIATES OF SUCH ENTITIES.

WHERE EQUIPMENT OR SERVICES ON THE LIST ARE IDENTIFIED BY CATEGORY, SUCH CATEGORY SHOULD BE
CONSTRUED TO INCLUDE ONLY EQUIPMENT OR SERVICES CAPABLE OF THE FUNCTIONS OUTLINED IN SECTIONS
2(B)(2)(A), (B), OR (C) OF THE SECURE AND TRUSTED COMMUNICATIONS NETWORKS ACT OF 2019, 47 U.S.C. §
1601(B)(2)(A)-(C).

³ Please return this page with your company's response.

VI. SERVICE DESCRIPTION

Derry Cooperative School District is soliciting bids from qualified Carriers (Vendors) for a fiber based Wide Area Network for the School District buildings listed above in Section II. The core/hub of the District network resides within the Gilbert H. Hood Middle School.

Derry Cooperative School District will evaluate fiber-based network infrastructure proposals for the Wide Area Network solution to replace the current fiber connection. The District will evaluate long term contract options leased dark fiber and leased lit fiber as defined by the FCC Second E-Rate Modernization Order.

Qualified Vendors should include in the following in their proposals:

- Any Special Construction Costs⁴ if necessary.
- The leased dark fiber and leased lit fiber network infrastructure costs.
- Any maintenance and operation cost of the infrastructure proposed.

Derry Cooperative School District will consider traditional network designs or alternative proposals that, in accordance with E-Rate guidance, maximize cost effectiveness. Respondents should clearly illustrate proposed network design and construction routes. The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

OPTION A: LEASED DARK FIBER WAN:

Derry Cooperative School District is requesting a leased dark fiber network solution from core/hub of the District network that resides within the Gilbert H. Hood Middle School to the eligible service locations listed above in section II. The price quote should be for a lease of two (2) strands (1 pair) of single-mode fiber from the hub to each eligible entity location for 36 months with two 12-month voluntary extensions for the terms of service. Each respondent is required to complete the leased dark fiber pricing matrix in the “Pricing Spreadsheet” that is provided with this RFP.

Fiber Maintenance and Operation Terms and Conditions

The District requires on-going maintenance of the fiber on all leased dark fiber solutions. Maintenance responses are required as follows:

- All leased dark fiber responses require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the 3rd party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients. It is assumed that maintenance costs are included in the monthly lease fee.
- Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district 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 with reasonable diligence. When pricing maintenance, the respondent should include an overview of maintenance practices including:
 - Routine maintenance and inspection

⁴ See Section X: SECA Cost Allocation Scenarios for Special Construction Costs.

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- 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
- Mean time to repair
- Replacement of damaged fiber
- Post repair testing
- Replacement of fiber that no longer meets specifications
- Policies for customer notification regarding maintenance
- Process for changing procedures, including customer notification practices
- Process for moves, adds, and changes
- Process for responding to locate requests

OPTION B: LEASED LIT FIBER WAN:

Derry Cooperative School District must have dedicated, symmetrical transport bandwidth of 10Gbps with Service Level Agreement (SLA) guarantees between the designated endpoints for the School District buildings listed above in section II. The core/hub of the District network resides within the Gilbert H. Hood Middle School. Price quotes are requested for 36 months with two (2) one-year extensions for terms of service.

Each respondent is required to complete the leased lit fiber pricing matrix in the “Pricing Spreadsheet” that is provided with this RFP. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix. If an increase in bandwidth is requested during the contract period the contract does not renew.

The proposed lease is to include any and all subsequent charges, including but not limited to, costs from utility companies for use of poles, licenses and permits to perform work, and other expenses, which may be incurred.

The District prefers direct connections to the network hub in the solution and respondents should clearly illustrate proposed construction routes. Derry Cooperative School District will consider other network designs or alternative proposals that, in accordance with E-Rate guidance, maximize cost effectiveness.

Derry Cooperative School District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited school termination locations.

All costs must be provided in an itemized format. A pricing spreadsheet provided with this RFP must be completed. Bidders will be responsible for accurately providing all costs.

In reference to LEASED LIT FIBER WAN proposals, Switching Services are desired to provide routing and limiting protocol transmission between school district buildings where needed. SLD regulations require that the telecommunications provider must own this hardware; all on-site telecommunications (Priority 1) equipment shall be owned and maintained by the carrier.

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In order to assess the vendor's ability to provide a fiber based Wide Area Network necessary to meet District needs, the response to this bid must address the "development process". Describe in detail how your fiber based Wide Area Network solution actually provides the services described. This description should include, but not be limited to:

1. Transport alternatives considered and explanation of solution(s) selected
2. Anticipated time requirements to obtain permits, certifications, etc.
3. Anticipated time to install services solution.
4. Use of subcontractors for cable and electronics installation, etc.
5. A project management and implementation plan that includes a timeline outlining the completion of the network for each building.

The solution must be scalable. Price quotes are requested for 36 months with two 12-month renewals for terms of service. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.

If an increase in bandwidth is requested during the contract period the contract does not renew. As bandwidth needs are steadily rising, respondents are free to bid higher tiers of bandwidth than what is requested to demonstrate their future scalability.

Derry Cooperative School District will evaluate fiber-based network infrastructure proposals for the Wide Area Network solution. The District will evaluate long term contract options for leased lit fiber solutions, as defined by the FCC Second E-Rate Modernization Order.

Qualified Vendors should include in the following in their proposals:

- Any Special Construction Costs⁵ (consisting construction of network facilities, design and engineering and project management) if necessary.
- The fiber network infrastructure. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
- The maintenance cost of the fiber infrastructure (if not included in the monthly fee).
 - Applicant must have dedicated, symmetrical transport bandwidth.
 - The solution must be scalable for future growth.
 - Contract options are requested for 36-months with two 12-month extensions terms of service.
 - Each respondent is required to complete the attached pricing sheet with this RFP.
 - Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
 - Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 - All costs required to deliver the proposed solution must be included in the bid. By submitting a bid, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction

⁵ See Section X: SECA Cost Allocation Scenarios for Special Construction Costs

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costs. Costs added to the quote after the respondent has submitted their bid are solely the responsibility of the respondent and not the applicant.

- If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
- All solutions must adhere to the Service Level Agreement (SLA) terms listed below.
- Any permits and inspections required for the proper installation of the specified project shall be furnished and coordinated by the bidder/Offeror at your sole expense.
- All network cutover work must be performed on-site after normal school hours or on weekends to avoid disruption to students and staff. All work areas and materials must be secured and a safe environment maintained for students and staff.
- Service activation must be transparent and any down time required to activate the system and services must be approved by District personnel.
- System and services must be installed, tested, and fully operational to all specified sites at least 48 hours prior to 7:00 am, July 1, 2023. Unless otherwise negotiated with the District, the District reserves the right to terminate the contract and award services to the next qualified vendor if the system and services are not available at the time and date specified above.
- The completed installation must be inspected and approved in accordance with all state and local codes and requirements.
- All Offerors shall carry Worker's Compensation Insurance, in addition to Public Liability Insurance. Verification of this insurance must accompany the vendor's proposal.
- The Offeror shall remove from the premises any resultant debris and return the surrounding areas to previous condition.

All pricing must be submitted using the "Pricing Spreadsheet" that is included as a separate Excel spreadsheet with this RFP.

SPECIAL CONSTRUCTION:

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

To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Derry Cooperative School District will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

VII. AVAILABILITY OF SERVICES:

1. Proposed services must me the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. .25% frame/packet loss commitment
 - c. 25ms round trip network latency commitment
 - d. 10ms network jitter commitment
 - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking, 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.
3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. 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.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages should be the following:

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

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Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the School District.

Derry Cooperative School District reserve the right to cancel the contract with the vendor for non-performance at any time during the contract period. Nonperformance includes but is not limited to failure to supply good quality service, failure to provide services for the full term of the contract, installation performance, poor billing and customer service services, and failure to maintain status as an authorized representative of services.

VIII. E-RATE ELIGIBLE PRICING:

All pricing must be submitted using the “Pricing Spreadsheet” that is included as a separate Excel spreadsheet with this RFP.

OPTION A: Leased Dark Fiber WAN: Provide proposals for a with associated Ethernet connectors to the district for the options described in the Pricing Spreadsheet included with this RFP. (Includes Maintenance Fees as well.)

OPTION B: Leased Lit Fiber WAN: Provide proposals for a with associated Ethernet connectors to the district for the options described in the Pricing Spreadsheet included with this RFP.

Special Construction⁶ Information for Form 471 and PIA Review:

All E-Rate applications including special construction are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the table in “Pricing Spreadsheet” that is provided with this RFP. Additionally, respondents are encouraged (but not required) to submit the additional information in the “Pricing Spreadsheet” that is provided with this RFP that will likely be requested during PIA review. **If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested.** Please note that vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

Special Construction Payment Plan Option:

Depending on the overall cost of the solution, Derry Cooperative School District requests that the respondents consider allowing the District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual installments over three years from Funding Year 2023 to Funding Year 2026 inclusive. Responses must include agreement or non-agreement of this request. Respondents are required to fill out the table in “Pricing Spreadsheet” that is provided with this RFP indicating their willingness to consider the payment plan option.

⁶ See Section X: SECA Cost Allocation Scenarios for Special Construction Costs.

IX. WAN REFERENCES⁷

REFERENCE #1:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

REFERENCE #2:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

REFERENCE #3:

NAME OF REFERENCE

CONTACT

PHONE NUMBER

EMAIL ADDRESS

⁷ Please return this page with your company's response.

X. E-RATE SPECIAL CONSTRUCTION COSTS – EXCESS STRANDS COST ALLOCATION

Funding Year 2018 - Prepared by the [State E-rate Coordinators' Alliance](#) - October 23, 2017

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective than buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

B. Excess Strands for Service Provider's Future Use

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 1:** Leased lit fiber or leased dark fiber provider installs 12-strands in fiber run to a large school district hub and wants to add 36 additional strands for its own ineligible use, resulting in additional labor costs (e.g., splicing) and plant costs (e.g., larger termination boards, additional handholes).

Result: Cost of 36 additional fiber strands and all associated incremental increases in costs (e.g., the additional labor/outside plant costs) above what would be incurred if only the 12-strands of fiber were installed must be allocated out of the applicant's special construction funding request.

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Applicant's should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- **Splice Labor.** If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- **Splice Enclosures** are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- **Fiber Installation Labor.** This represents the incremental cost of pulling a larger cable through the buried conduit.
- **Structured materials installation.** This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show evidence during PIA review that it did not charge the applicant for these incremental costs.

Figure 1: Here is a table outlining some possible incremental costs:

Item	12 Strand cable construction	48 strand cable construction	Cost Allocation Amount that service provider should remove from the special construction request
Fiber Cable	38 cents per foot	\$1.04 per foot	66 cents per foot
Design and Engineering	\$2.12 per foot	\$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	\$1.18 per foot	\$1.18 per foot	0
Splice labor*	\$11.00 per splice	\$11.00 per splice	\$11 per splice over 12 splices at any splice site
Splice enclosures**	\$205 per enclosure	\$205 per enclosure	\$205 per enclosure for every enclosure over 12
Fiber Patch Panel	\$71.43 per panel	\$218.60 per panel	\$147.17 per panel
Conduit and other structured materials	1.25" conduit required \$1.95 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber Marker \$30 per unit	1.5" conduit required \$2.35 per foot Handhole (40,000 lb rated) \$2695 per unit Fiber marker \$30 per unit	40 cents per foot No cost difference for handhole No cost difference per marker
Fiber Installation Labor ***	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials	\$2.85 per foot	\$3.10 per foot	25 cents per foot

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Installation (conduit, markers, handholes)*****			
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference

Note: The eligible applicant should be prepared to show evidence during PIA review that it has deducted all incremental costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the larger strand cable when compared to the costs associated with design, engineering, project management, construction, procurement of fiber and procurement of structured materials of the fiber strand cable only used by the eligible applicant.

XI. E-RATE REQUIREMENTS FOR VENDORS:

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-rate program and be willing to include such requirements in the Vendor's contract:

Discounted Bills: Should the District so choose, Vendor must agree to provide discounted bills to District which reflect the net charges due to the District after E-rate discounts have been reflected (also known as the "non- discount" amount). The Vendor will then invoice USAC using the Form 474 SPI form for the E-rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the non-payment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an adverse impact on the District's ability to continue to receive the benefit of E-rate funding, Vendor must notify the District within 30 calendar days of learning of such investigation. The District reserves the right to cancel the agreement without penalty if the investigation impedes the District's ability in any way to receive the benefit of E-rate funding, subject to any investigation of wrongdoing.

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.

Vendor must maintain and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's Form 471.
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- When E-rate eligible services or equipment are allocated or installed in multiple buildings, support for the allocation consistent with the amount and buildings identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by Vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion

XII. ENVIRONMENTAL OBJECTIVES

The following Environmental Objectives are provided for your review and consideration. They will be used in the evaluation of responses to this bid and Form 470 associated with this bid.

- **Quality and Responsiveness of Proposal** – the degree to which responder answered the bid questions; completeness and clarity of response; conformance to instructions; conformance to terms and conditions; conformance to bid specifications.
- **Technical Merit of the Proposed Solution** – Did the responder demonstrate a comprehensive understanding of the project and familiarity with the requirements and specifications?
- **Substantial Responsiveness** – Does the proposal fulfill the requirements and the technical specifications or propose a different design that does not offer substantial equivalence in critical performance parameters or in other requirements?
- **Technology Evaluation** – The technology platform and architecture being proposed needs to be evaluated to make sure that the equipment can meet the application and service demands that will be placed on the Wide Area Network Services.
- **Relevant Experience** – Does the responder have experience in the configuration and installation of WANs similar to the scale and scope that you intend for your district?
- **Availability of Technical Support** – Are there readily available technicians who will provide troubleshooting?
- **Check References** – Contact references to verify quality and technical performance of WANs installed by responders.
- **Reliability of Service/Continuance of Service** – What is the responder's record of reliability? What is the maximum length of downtime for transition, upgrade, and repair (the period of time during which service is not provided) of WANs?
- **Flexibility** – Responders willingness and experience in adapting to mid-course corrections.
- **Scalability** – Is the solution architecture scalable for future growth and enhancements?
- **User Experience** – Ease of use; compatibility with existing systems/hardware.
- **Open Standards** – Does the solution utilize Proprietary or Open Standards based equipment?
- **Review of Terms and Conditions** – If requested, does the responder have SLAs? What is their detailed plan that will enable them to meet the SLA?
- **Vendor's Financial Stability** – Review the financials of the bid responders to ensure they have the financial livelihood to deploy the project.
- **Warranty** – Extended warranty offer; length of time on individual components, replacement components and parts; quick and efficient exchange and replacement process.