NORTHAMPTON AREA SCHOOL DISTRICT

Request for Proposal
Wide Area Network Service
Leased Lit Fiber Service
Leased Dark Fiber Service
Other Technology Service
Network Equipment

Issuance Date: November 22, 2021
Deadline for Submission of Proposals: January 6, 2022

1 OVERVIEW OF REQUEST FOR PROPOSAL PROCESS AND PROCEDURE

1.1 Issuing Organization

Northampton Area School District ("NASD,") is a K-12 public school district in Northampton County, Pennsylvania. NASD is comprised of 4 elementary schools, 1 middle school and 1 high school as well as other school-related facilities. NASD is the issuing agent for this procurement.

1.2 Administration of this RFP

NASD is the responsible organization for administering this RFP. The issuing officer is:

Kurt Paccio
Director of Technology
Telephone: (610) 262-6815 Ext. 17007
Email Address: pacciok+erate@nasdschools.org

1.3 RFP Documents

The RFP documents consist of the following:

(1) This RFP narrative document (30 pages)
(2) Appendix A, Service Location List (included with this RFP narrative document)
(3) Appendix B, Special Construction Technical Requirements (included with RFP narrative document)
(4) Appendix C, Price Template (separate Excel document)
(5) Appendix D, Non-Collusion Affidavit (separate PDF document)
(6) Appendix E, Proposal Cover Sheet (included with RFP narrative document)

1.4 Access to RFP Documents

The RFP documents will be available online at the E-rate Form 470 website and may be retrieved by any interested bidder. The instructions for retrieving those documents are as follows:

https://data.usac.org/publicreports/Forms/Form470Rfp/Index
Make the following selections:
Funding Year: 2022
Starting Posting Date: Date of issuance of this RFP
Ending Posting Date: Current date or 30 days from RFP issuance date, whichever is earlier.
Applicant Type: District
Applicant State: PA
Applicant Billed Entity Number: 125926
Service Type: All Service Types
Form Version: Current
Export: select preferred option – HTML or XLS

Interested Vendors are required to monitor this site to obtain any updates about this procurement. See also Section 1.5 below.

1.5 Communications Regarding this Procurement

Email to the Issuing Officer is the required and only permissible means of communication of any kind, including questions or comments, about this RFP. The email address pacciok+erate@nasdschools.org. The subject line must include the words "NASD WAN RFP." It is important that interested bidders notify the Issuing Officer of their potential interest in this procurement at their earliest opportunity by sending an email to the Issuing Officer. The Vendor's email address will become part of an email distribution list for communications from the Issuing Officer about important RFP-related items, including answers to Vendor inquiries, and any clarifications issued about this RFP. This email distribution list is a courtesy and not the official means of notifying bidders of updates. ***Interested bidders are responsible for monitoring the E-rate website for any updates to this procurement.***

1.6 Scope of Services in this RFP

This Request for Proposal ("RFP") seeks to procure the next generation of a scalable Wide Broadband Network (WAN) that interconnects the school district buildings. A Leased Lit Fiber solution or Leased Dark Fiber solution are being requested.

1.7 E-rate

NASD intends to apply for discounts on the services and facilities listed in this RFP through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "Erate." The Vendor(s) must be familiar with and must agree with comply with E-rate program rules including E-rate deadlines, information requirements and all regulatory requirements. See Section 3 herein for more information about E-rate requirements.

1.8 NASD Service Locations

A complete list of service locations is set forth in Appendix A to this RFP

1.9 Estimated Timeline for this RFP (Subject to Revision)

Action	Date
Form 470 and RFP Issuance	11/22/2021
RFP Deadline	1/6/2022
Issue Clarifying Questions to Vendors and Issue BAFO Request	1/14/2022
Deadline for Vendors' Responses to Clarifying Questions and BAFO	1/21/2022
Bid Evaluation and Vendor Recommended Selection	1/22/2022 - 2/4/2022
Notify Vendors of Tentative Decisions Subject to Board Approval	2/7/2022
Present Recommended Contract Award(s) to NASD Board of Directors	2/14/2022 or 2/28/2022
Negotiation of Contract(s) with Vendor(s)	1/21/2022 - 2/13/2022
NASD to sign WAN Agreement	3/1/2022
Commencement of New Services	7/1/2022

This timeline sets forth the proposed schedule to the best of the NASD's ability based on the facts and circumstances that are known at this time. This timeline is subject to revision and modification as the need may arise. All revisions and modifications to the schedule will be posted in the E-rate Form 470 portal and emailed to any Vendor who emailed his/her name and email address to the Issuing Officer pursuant to Section 1.5 above.

1.10 Questions about the RFP

Bidders are encouraged to submit their questions via email to the Issuing Officer at their earliest convenience. These questions will be answered periodically. The deadline for submission of inquiries is on January 14, 2022, 5 pm Eastern Time.

1.11 Deadline and Format of Proposals

1.11.1 Electronic Copy

A complete electronic proposal including all appendices, exhibits and/or attachments **in the prescribed format** is due via E-mail to by 4:00 pm Eastern time on January 6, 2022 to the Issuing Officer's email address set forth in Section 1.2. **Please note that the Appendix C, Price Template must be submitted in <u>Excel format</u>, with no password protections, as part of the electronic proposal.**

1.11.2 Hard Paper Proposal

One original proposal signed by an authorized official (complete with all exhibits and attachments in the prescribed format) and two complete copies must be received at the Northampton Area School District Technology Services reception desk by 4:00 pm Eastern Time on January 10, 2022 located at 2389 Main St., Northampton, PA 18067. The envelope is required to be marked as “NASD WAN RFP.” If being mailed, the envelope shall be addressed to the RFP Issuing Officer as set forth in Section 1.2 above.

In order for a proposal to be considered timely received, both the electronic and hard copies must comply with the deadlines and instructions listed above.

1.11.3 Instructions for Response

Please refer to Section 5 for the mandatory requirements for a full and complete response and the required format of a response.

1.12 Confidential Information

RFP responses will be held in confidence by NASD and the review team and will not be revealed to or discussed with third parties prior to contract award except as required by applicable local, state and federal law and regulations, including relevant state or federal grant programs. Proposals submitted in response to this RFP may be reviewed and evaluated by independent agents of NASD who are not affiliated with any of the bidders and such persons will comply with these confidentiality provisions.

Any financial information disclosures that are considered of a proprietary and confidential nature by the proposer must be clearly marked CONFIDENTIAL FINANCIAL INFORMATION. Notwithstanding, all other material submitted with the RFP proposals becomes the property of the Issuing Officer and will be retained at the Issuing Officer’s discretion.

1.13 Meetings to Review RFP Response

NASD may convene meetings with some or all Vendors that submit a valid and complete response to this RFP to review and discuss any questions. These meetings may be held virtually using an online webinar interface. Upon receipt of the proposals and confirmation that the proposals are valid and complete, the Issuing Officer or his designated representative will contact each Vendor to schedule the specific date and time for the meeting, if needed. Such meetings will be scheduled at the sole discretion of the Issuing Officer.

1.14 Clarifying Questions to Bidders and Request for Best and Final Offer

Following receipt and review of proposals, NASD may pose clarifying questions to ensure that the review team fully understands the contents of each proposal. Such questions will be emailed to the bidders by January 14, 2022. The Issuing Officer may decide to also request Best and Final Offer proposals which shall be transmitted to the bidders also on January 14, 2022. Answers to clarifying questions and a request for Best and Final Offers shall be due from the bidders via email on January 21, 2022.

1.15 Bid Evaluation

A bid evaluation committee designated by the Issuing Officer will review the WAN Circuit initial proposals or if BAFO proposals are required and submitted, the BAFO proposals will be evaluated.

1.16 Vendor Selection and Communication

The Issuing Officer intends to notify the Vendors of the decision of the bid evaluation committee by February 7, 2022. This decision and notification will be contingent upon the approval of the NASD Board of Education; the negotiation of contract documents that are approved by the NASD's solicitor and Board of Education.

1.17 Contract Negotiation of WAN Contracts

NASD will negotiate the contract language with the successful Vendor for the WAN fiber service beginning July 1, 2022 and requires the contract document to be finalized or on before February 7, 2022 so that the contract may be presented to the Board of Directors for approval at the February 2021 committee and board meetings..

1.18 Contract Execution

NASD intends to present the recommended contract award(s) to its Board of Directors for approval in February 2022. NASD then intends to execute the contract documents with the successful bidder(s) by March 1, 2022.

1.19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

By signing and submitting this proposal, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to their offer.

1.20 Non-Discrimination Statement

As a governmental unit in the Commonwealth of Pennsylvania, all suppliers doing business with NASD are required to provide a statement of non-discrimination. By signing and submitting their proposal, Vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.21 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by Vendor prior to the established due date and time. Vendor agrees not to electronically or otherwise manipulate these specifications.

1.22 Publicity

Vendor publicity about this project, such as news releases and mention of contract award, is prohibited without prior approval from the Issuing Officer.

1.23 Security Background Clearances

All personnel (contractors and subcontractors) that will be working on this project must observe all security and safety procedures of each Participating School and must secure all record checks required by law (and submit the results thereof) such as

- Act 34 Pennsylvania Criminal History Record
- Act 151 Pennsylvania Child Abuse History Clearance
- Act 114 FBI Federal Criminal History Record and fingerprint card for non-resident workmen

On-site work at the Participating Entity sites cannot commence until the Vendor has obtained all relevant certifications, licenses, permits and/or required qualifications for its workers and each Participating Entity has cleared the personnel for work.

1.24 Pennsylvania Prevailing Wage

The Pennsylvania Prevailing Wage Act requires public works project to comply with the law. Public work is defined as: “Construction, reconstruction, demolition, alteration 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 where the estimated cost of the total project is in excess of $25,000.” Each Bidder is responsible for determining whether the Act governs the proposal being submitted, and if applicable, ensuring its proposal includes prices that comply with the Pennsylvania Prevailing Wage Act.

Bidders shall disclose in their proposals whether they believe that the prevailing wage requirements govern their proposed scope of work. If the bidder determines that the prevailing wage requirements must be met, the bidder must indicate in their proposal whether their price proposal includes prevailing wages.

1.25 Tax Exempt Status Considerations

NASD is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public entities and/or similar political governmental entities. Upon request NASD will provide a tax exemption certificate. Interstate telecommunications services provided to NASD are subject to assessment of the universal service contribution fee. This notice shall serve to satisfy any notification required by the Vendor as to these tax exemptions. Vendors must ensure that their cost proposals include all applicable taxes, fees and surcharges from which NASD are not exempt or that are imposed or assessed by Vendor and will be billed as a separate cost element or line item.

1.26 Compensation for Failure to Timely Perform

Please be advised that the final terms and conditions will of the contract with the successful bidder must include compensatory payments for non-performance of contracted obligations via Performance Service Level Agreement (Performance SLA) and Delivery Service Level Agreement (Delivery SLA) language. All Services must perform according to contractual parameters and be available no later than the completion date(s) for each site as listed in the Vendor's proposed project summary schedule. Potential bidders are on notice that this procurement and the anticipated agreement that will be awarded will specify that time is of the essence to perform the obligations thereunder. Vendors unwilling to agree to provide compensation for failure to timely perform and to meet agreed-upon service levels will be disqualified from this procurement.

1.27 Additional Information for Vendors

The Issuing Officer reserves the right to

1.27.1 Amend, modify, cancel this RFP or not award any contract;

1.27.2 Modify or **c**larify the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all Vendors;

1.27.3 Award a contract for any or all parts of the RFP to one or more Vendors and negotiate terms and conditions to meet requirements consistent with this RFP;

1.27.4 Utilize any and all ideas submitted in the RFP proposals received;

1.27.5 Request Vendors to clarify their RFP proposals; and

1.27.6 Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s) in accordance with E-rate rules where price of E-rate eligible services is the factor weighted most heavily given the most points in the evaluation among all of the various factors considered in the evaluation.

1.28 Reasons for Disqualification of Proposals

If any of the following conditions occur, Vendor's proposal is likely to be disqualified from being evaluated:

1.28.1 Vendor's proposal is incomplete and/or submitted after the deadline.

1.28.2 Vendor is on Red Light Status with the FCC.

1.28.3 Vendor is delinquent on a debt to a state or federal governmental agency or entity.

1.28.4 Vendor is not authorized to do business in Pennsylvania.

1.28.5 Vendor's proposal contains material deficiencies and fails to contain the minimum requirements as set forth in Section 5 and its subparts thereof.

1.28.6 Vendor fails to complete and submit the price template in the prescribed format.

1.28.7 Vendor fails to agree to the required terms and conditions herein including but not limited to the compensation for timely non-performance and failure to meet service level commitment.

1.28.8 Vendor's proposal omits the required financial information or an acceptable equivalent as pre-approved by the Issuing Officer as set forth in Section 5.11.

1.28.9 Upon review of the financial information submitted by the Vendor in accordance with Section 5.11, Vendor failed to establish they have sufficient financial and other resources necessary to perform the commitments and deliver the services required in this RFP for the entire contract period including any voluntary extension periods.

1.28.10 A bidder submitting a proposal for an alternative technology to fiber failed to provide evidence and documentation that the proposed technology is comparable in quality and reliability to fiber service.

1.28.11 A bidder submitting a proposal for a different manufacturer's equipment in place of the preferred manufacturer as itemized in this RFP, failed to provide evidence and documentation to prove that the bid equipment is comparable in quality and reliability as the specified equipment in Appendix C.

The Issuing Officer may exercise discretion to waive minor defects in these requirements.

1.29 Right to Reject

NASD reserves the right to accept or reject all proposals when the rejection is in the public interest, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. Bidders will be notified in the event that the decision is made not make a contract award for any of the service groups.

1.30 Firm Prices Required

All pricing quoted in an RFP response and any subsequent quotes for Best and Final Offer must be valid through the entirety of the E-rate review process and through the provisioning of service for each endpoint. In the event that the Vendor chooses to incorporate subcontractors into their proposal, Vendor is responsible for ensuring the subcontractor's price quotes are firm and may not be excused from performance of the contract or impose additional charges to NASD due to potential increases in the subcontractor's price. Contract awards will be based on firm prices and the awarded contracts will exclude financial hardship as a reason to invoke a force majeure.

2 TECHNICAL REQUIREMENTS

2.1 Overview – Service Groups

In order to meet growing demand for bandwidth, NASD seeks proposals for the following service groups:

2.1.1 Service Group 1 - WAN Leased **Lit Fiber** service (without Internet Access) to interconnect the schools in the NASD boundaries.

2.1.2 Service Group 2 – WAN Leased **Dark Fiber** Service or Dark Fiber Indefeasible Right of Use ("IRU") to interconnect the schools in the NASD boundaries. This group does <u>not</u> include pricing for Network Equipment required to use the Dark Fiber solution.

Please note: Proposals for alternative technologies to fiber service will be considered provided that the bidder submits documentation and evidence that the technology is comparable in quality, reliability, and bandwidth as fiber technology. Please refer to the reasons for disqualification of bids in Section 1.31.

Proposals are requested to allow for the comparison of the costs of Leased Dark Fiber ("Dark Fiber") transmission service and Leased Lit Fiber transmission service (without Internet Access). The Dark Fiber option includes consideration for both an IRU agreement and a traditional month to month lease.

2.2 Vendor Bidding Options

A Vendor may choose to submit a proposal that includes the provision of either or both service groups in Section 2.1. For example, a Vendor may choose to submit a proposal for Section 2.1.1 leased fiber service and not submit a proposal for dark fiber service under Section 2.1.2. However, all of the service locations in each Service Group must be included in the Vendor's proposal regardless of whether the Vendor submits a proposal for one or both of the Service Groups in Section 2.1. For example, Vendors submitting a proposal under Section 2.1.1 for either or both Leased Lit Fiber or Leased Dark Fiber must include a base proposal to serve all of the locations listed in Appendix A and Appendix D to be deemed an acceptable proposal that meets the minimum bid specifications set forth in Section 1.30.

2.3 Service Locations – Service Group 1 Leased Fiber

The list of service location names and addresses is in Appendix A and Appendix D, Price Template.

2.4 WAN Hub Site

Service is required to originate at the NASD hub site and interconnect with the other service locations set forth in Appendices A and D. Service Providers proposing Leased Lit Fiber, Dark Fiber service or an alternative technology may suggest their own WAN design, provided that the hub location is:

Northampton Area School District Administration Building
2014 Laubach Avenue
Northampton, PA 18067

2.5 Technical Requirements for Leased Lit Fiber Service (Without Internet), Leased Dark Fiber Service or Alternative Technology – Overview

2.5.1 This section governs Service Group 1, Leased Lit Fiber and Service Group 2 - Leased Dark Fiber including alternative technologies.

2.5.2 In creating a network design to fulfill the requirements of this RFP, Vendors are strongly encouraged to leverage and incorporate existing fiber facilities in their proposals, either through direct ownership or through third party subcontract relationships. The expectation is that the price of service that leverages existing resources will be more cost-effective and more capable of being timely implemented than proposals that require significant construction of new facilities.

2.5.3 At each service location, the Vendor must install and connect its facilities to an existing network closet located at each designated demarcation address as set forth in Appendix D. See also Appendix A for the list of service locations.

2.5.4 Service shall be provisioned to all sites to begin July 1, 2022. Vendors must indicate in their proposals whether they will be able to meet the July 1, 2022 in-service date for each site, and if not, indicate the **realistic and feasible** date by which service will be available.

2.6 Leased Lit Fiber (Without Internet Access)

2.6.1 This section governs Leased Lit Fiber proposals under Service Group 1 and alternative technology.

2.6.2 This service option is a fully managed, Layer 2 or Layer 3 Leased Lit Fiber service from the hub to the specified district sites. The Vendor must supply and manage all equipment to provision the service including edge devices (switches) to light the fiber at each service location. The Vendor shall specify in their proposal whether the service is Layer 2 or Layer 3.

2.6.3 Transmission bandwidth speeds are required to be symmetrical and are required to be bid for the service levels listed in Appendix D, Price Template. The base proposal is a 10 Gbps bandwidth transmission speed, with options of 40 Gbps transmission speed over the life of the contract including voluntary extension options

2.6.4 The bandwidth needed at each site will depend on the term (the longer the term, the higher the potential bandwidth requirement), the number of students or size and density of the library served by each transport connection, and the network design proposed by the respondent.

2.6.5 Describe the demarcation set up included in the proposal price such as, for example, shelf with set-top box CPE and Cat6a handoff or another proposed handoff that is acceptable to NASD.

2.6.6 The "Lit Pricing Sheet" worksheets in Appendix D includes pricing for symmetrical service from the hub to each service location for the transmission speeds listed above, for an initial contract term of 60 months with 5 (1) year optional voluntary extensions. Prices should be all inclusive. All-inclusive in this case means, including all special construction, other non recurring costs, and shall be inclusive of all taxes and surcharges. The taxes and surcharges may be separately itemized from the base charge if billed separately. No price increases will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

2.6.7 Each Leased Lit Fiber service proposal must also include description of the technical proposal, SLA, timeline, network diagram, demarcation, references.

2.6.8 Service Level Agreement – Leased Lit Fiber Service. A Service Level Agreement is required for Leased Lit Fiber Service. The following parameters shall be incorporated:

2.6.8.1 Network Availability: The Vendor shall make all reasonable efforts to ensure 99.99% network availability on each individual circuit of each service location.

2.6.8.2 The Vendor must describe in their proposal the methodology for measuring and reporting unscheduled outages on a circuit by circuit basis and shall include the provision of monthly service reports at a minimum.

2.6.8.3 Vendors shall describe their capability to provide monitoring reports and other tools to allow for NASD to have visibility into the real time performance of the service.

2.6.8.4 Minimum service performance standards that each Vendor must fulfill, per circuit to service location:

2.6.8.5 Frame/packet loss .25% commitment

2.6.8.6 25ms Network Latency Commitment

2.6.8.7 10ms Network Jitter Commitment

2.6.8.8 The Vendor will not rate limit or throttle the capacity of the service at any time for any reason

2.6.8.9 For violations of the service performance standards the following credit schedule shall apply for the specific circuit that fell below the service performance standard. The Vendor shall be obligated to measure network performance and provide service credits automatically when the SLA provisions are activated.

Length of Service Outage	**Credit as a Percentage of the Monthly Recurring Charge**
< 2 hours	No credit
2 - 4 hours	5%
> 4 hours to < 8 hours	10%
> 8 hours to < 12 hours	15%
>12 hours to < 16 hours	20%
>16 hours to < 24 hours	35%
> 24 hours	50%

2.7 Leased Dark Fiber/IRU

2.7.1 This section governs Leased Dark Fiber proposals, both a traditional lease and an IRU, under Service Group 2 or alternative technology for which NASD must light the service

2.7.2 This Service Group is for a Leased Dark Fiber/IRU solution from the hub to the specified eligible applicant sites that includes special construction, the IRU fee, fiber maintenance costs, and network operations costs.

2.7.3 IRU fees can be billed as an upfront balloon payment or a month to month service fee for the requested terms.

2.7.4 Maintenance monthly fees must be itemized and bid separately from the dark fiber lease/ IRU fee.

2.7.5 For Leased Dark Fiber, Vendors shall quote a 5-year IRU price for two (2) or more strands of fiber between the specified hub and each service location. The Vendor must provide prices for a standard IRU-type pricing with a one-time capital cost payment for a 5-year IRU combined with "all-in" recurring payments for maintenance costs for the entire length of the IRU. For the 5-year option, Vendors are required to provide prices for five one-year voluntary extension options. Please also provide a 10-year option.

2.7.6 Vendors may provide prices in addition to the IRU or in lieu of the IRU price for a standard dark fiber lease of a 5-year initial term.

2.7.7 Vendors shall complete the price template in the form specified in Appendix C for the dark fiber option. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably when comparing proposals. If non-amortized or 'up-front' special construction charges are requested by the Vendor for the fiber in the form of an IRU arrangement, it is expected that there will be significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.

2.7.8 All Leased Dark Fiber solutions must be comprised of single mode fiber end to end.

2.7.9 All Leased Dark Fiber solutions, whether comprised of newly constructed fiber or existing fiber, must include the final testing outlined in Appendix B.

2.7.10 Maintenance of Dark Fiber including ongoing maintenance of the fiber on all dark fiber leases or IRUs must be included.

2.7.10.1 Maintenance must be itemized as a separate line item cost in the Appendix D price template if charged separately from the monthly recurring charge. Maintenance is a mandatory service to be included in a dark fiber proposal in order to meet the minimum bid specifications. The Vendor may provide the service or may rely on a subcontractor, who shall be identified as such, and the Vendor must certify that the subcontractor will be bound by the Vendor's SLA.

2.7.10.2 The maintenance fee shall be only for the facilities being leased to NASD. If the fiber serves multiple customers, the cost of maintenance should be shared among all the customers and only the proportionate share of costs shall be charged to NASD.

2.7.10.3 If maintenance cannot be quoted for the entire time period of the dark fiber lease or IRU, the Vendor shall describe the alternate time period governing the maintenance fee, and an explanation of why a shorter term is necessary for the maintenance service.

2.7.10.4 In the event of a catastrophic occurrence, such as a fiber cut or required fiber relocation, the Vendor is financially liable for all associated costs. As part of the maintenance contract for an IRU, describe the process for relocates including assumption of costs.

2.7.10.5 The Vendor shall maintain the applicable fiber seven days per week, twenty-four hours per day and shall automatically detect any malfunction of the fiber facilities. When a fiber malfunction occurs, the Vendor shall acknowledge and inform NASD of the malfunction and shall respond to such malfunction within one (1) hour. Thereafter the Vendor shall correct the malfunction with reasonable diligence. In no case shall resumption of service require more than four (4) hours even if a temporary solution is required.

2.7.10.6 The maintenance proposal shall include an overview of fiber maintenance practices including:

2.7.10.6.1 Routine maintenance and inspection

2.7.10.6.2 Scheduled maintenance windows and scheduling practices for planned outages

2.7.10.6.3 Marker and handhole inspection and repair for buried plant

2.7.10.6.4 Handling of unscheduled outages and customer problem reports

2.7.10.6.5 What service level agreement is included, and what alternative service levels may be available at additional cost

2.7.10.6.6 What agreements are in place with applicable utilities and utility contractors for emergency restoration

2.7.10.6.7 Repair of fiber breaks

2.7.10.6.8 Post repair testing

2.7.10.6.9 Mean time to repair

2.7.10.6.10 Replacement of damaged fiber

2.7.10.6.11 Replacement of fiber which no longer meets the technical specifications described in Appendix C of this RFP.

2.7.10.6.12 Policies for customer notification regarding maintenance

2.7.10.6.13 Process for changing procedures, including customer notification practices

2.7.10.6.14 Process for moves adds and changes

2.7.10.6.15 All costs related to and the process for responding to locate requests for buried plant

2.8 Requirements Governing Special Construction – Applicable to Leased Lit Fiber or Dark Fiber/IRU

2.8.1 This section governs Leased Lit Fiber and/or Dark Fiber proposals under Service Groups 1 and 2 and alternative technology

2.8.2 A Vendor may propose Special Construction charges for either or both a Leased Lit Fiber service solution and a Leased Dark Fiber service/IRU solution or alternative technology. One-time new construction/special construction costs may be bid separately from the itemized monthly recurring charge, or if the Vendor prefers, the monthly recurring charge may recoup all costs of provisioning the new services in which case there would not be a Special Construction one-time charge.

2.8.3 Special Construction Charges includes (1) construction of network facilities; (2) design and (3) engineering and project management. Project management should include all necessary paperwork and permits including but not limited to rights of way, easements, pole attachments, scheduling and coordination of fiber circuit installation and termination, etc.

2.8.4 The technical requirements governing the special construction of fiber are set forth in Appendix B.

2.8.5 The Vendor must indicate in their proposal whether they are willing to accept payment of the non-discount share of special construction in four (4) annual installment payments. NASD has selected this preference on its Form 470 being issued in conjunction with the issuance of this RFP.

2.8.6 Vendor must describe plan to source and secure all easements and permits and associated project timeline.

2.8.7 Vendor must provide a list of subcontractors and their proposed plan to provide turnkey project management to accomplish the installation/construction of all project work as outlined in Appendix B.

2.8.8 Vendor must provide a provide engineer(s) who have a vendor-neutral certification such as BICSI[1] on the fiber system specifications and procedures to manage all phases of the project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined in Appendix B, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.

2.8.9 Vendor must describe their process for developing a project management plan which shall include a milestone chart. The milestone chart will outline any critical path events and then track these with NASD. The milestone chart shall be available electronically to NASD technical staff during the implementation phase.

2.8.10 Vendor shall identify and provide the credentials of the individual who will serve as a dedicated point of contact throughout the build and installation phase and who shall provide regular updates on the progress of construction.

2.8.11 Vendors must complete the price proposal for Special Construction charges in the format specified in Appendix D, Price Template.

[1] Building Industry Consulting Service International. See https://www.bicsi.org/.

2.8.12 Vendor must certify their agreement to bear financial responsibility for the costs associated with additional strands of fiber and exclusion of such costs from the price proposal. To the extent that the Vendor requests Special Construction charges and installs additional strands of fiber for future business ventures, the Vendor assumes full responsibility to ensure those costs are allocated out of the Special Construction fees charged to NASD as applicable. If after issuance of the E-rate Funding Commitment Decisions Letter, the E-rate program administrator or the Federal Communications Commission determines that the Vendor did not properly or sufficiently cost allocate those charges associated with the additional strands, the Vendor will not be reimbursed from the other contracting party and bears full responsibility for the costs not allowed for E-rate reimbursement.

Cost allocation would likely involve the Vendor's demonstration of the total construction cost for the newly built segments. From these total costs, the Vendor would then need to remove the incremental share of costs related to the excess strands from the Special Construction charges billed to NASD.

The table below provides an illustrative example of possible incremental costs that the Vendor could experience from installing excess fiber strands for their own use into a Leased Lit Fiber or Leased Dark Fiber solution and would need to submit to the E-rate program administrator.

Item	**12 Strand cable construction**	**48 strand cable construction**	**Cost Allocation Amount for Vendor to deduct from Special Construction charged to E-rate Applicant**
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 Installation (conduit, markers, handholes)	$2.85 per foot	$3.10 per foot	25 cents per foot
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference

2.9 Category 1 Management and Operations Service for Leased Dark Fiber Service/IRU

2.9.1 This section governs Dark Fiber Service proposals under Service Group 2.

2.9.2 The management and operations costs are for overseeing the technical support of the circuits once the Leased Dark Fiber (IRU or traditional lease) is available for service. Include price details in the “Annual Management” columns in the dark fiber lease/IRU price worksheet in Appendix D.

2.9.3 This service shall include provisioning each circuit into service at the same bandwidth levels, managing each fiber run between the hub and the eligible entity location, installation and configuration of equipment at the network hubs(s) and each service location.

2.9.4 This service category must be bid either as a stand-alone service or separately priced and itemized in a Leased Dark Fiber or Leased Dark Fiber IRU proposal.

2.9.5 The annual cost should include the following features and services:

2.9.5.1 Manage initial inquiry and contracts needed to place equipment and cross connect to the Internet provider at the co-location facility.

2.9.5.2 Installation and configuration of equipment to put circuits into service.

2.9.5.3 Network monitoring on a 24x7x365 basis.

2.9.5.4 Creation and communication of service tickets with the maintenance service provider for the network and with NASD.

2.9.5.5 Incident response with timing standards that are in accordance to a Vendor- provided service level agreement that meets general industry standards

2.9.5.6 Other industry standard provisions of broadband service technical support.

2.9.5.7 Re-provisioning of equipment necessary to put circuits back into service after an outage.

2.9.6 The Vendor must agree to the following Service Level Agreement for Category 1 Management and Operations Service:

2.9.6.1 Network Availability: The Vendor shall make all reasonable efforts to ensure 99.99% network availability on each individual circuit of each service location.

2.9.6.2 The Vendor must describe in their proposal the methodology for measuring and reporting unscheduled outages on a circuit by circuit basis and shall include the provision of monthly service reports at a minimum.

2.9.6.3 Vendors shall describe their capability to provide monitoring reports and other tools to allow for NASD to have visibility into the real time performance of the service. The Vendor shall provide access to web-based monitoring tools and/or grant read-only access to the performance monitoring of all connected equipment and facilities.

2.9.6.4 Minimum service performance standards that each Vendor must fulfill, per circuit to service location:

2.9.6.5 Frame/packet loss .25% commitment

2.9.6.6 25ms Network Latency Commitment

2.9.6.7 10ms Network Jitter Commitment

2.9.6.8 The Vendor will not rate limit or throttle the capacity of the service at any time for any reason

2.9.6.9 For violations of the service performance standards the following credit schedule shall apply for the specific circuit that fell below the service performance standard. The Vendor shall be obligated to measure network performance and provide service credits automatically when the SLA provisions are activated.

Length of Service Outage	**Credit as a Percentage of the Monthly Recurring Charge**
< 2 hours	No credit
2 - 4 hours	5%
> 4 hours to < 8 hours	10%
> 8 hours to < 12 hours	15%
>12 hours to < 16 hours	20%
>16 hours to < 24 hours	35%
> 24 hours	50%

2.10 Customer Service Support Services for Service Groups 1 and 2

Vendors shall describe their capabilities to provide customer service and to maintain uninterrupted service as follows:

2.10.1 Describe the Vendor's network operations center and customer service support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis.

2.10.2 Trouble Reporting and Response: Upon interruption, degradation or loss of service, describe the process for contacting the Vendor by defined method with a response based on trouble level.

2.10.3 Upon contact from the Customer, describe the Vendor's process for initiating a response that addresses the customer's concern.

2.10.4 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.

2.10.5 Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal and written (email) closure of the incident.

2.10.6 Trouble Reporting, Escalation and Resolution: Describe the Vendor's trouble reporting and escalation resolution plan.

2.10.7 Measurement: Vendor stated commitment is to respond to any outage within one (1) hour of a Leased Dark Fiber cut a Leased Lit Fiber or managed service outage and a four (4) hour restoration of service for all services, even if restoration is a temporary fix. The time for computing this interval shall begin when the Customer contacts the Vendor and identifies the problem, or the Vendor detects a malfunction/outage from the required 24x7x365 monitoring.

2.10.8 Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.

2.10.9 Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.

2.10.10 Historical uptime: Provide aggregate uptime statistics and bandwidth usage for the Vendor's proposed service in the geographic region covered in this RFP.

3 E-RATE REQUIREMENTS

Vendors submitting proposals under this RFP must agree to meet the following conditions relating to the E-rate program:

3.1 Service Provider Identification Number (SPIN)

Vendor must obtain a valid E-rate SPIN number (Vendor Identification Number) and must provide that SPIN in their bid response. Proposals for WAN Service and each District's WAN service must be provided under a single SPIN, and Internet proposals must be submitted under a single SPIN. Proposals may be submitted under a different SPIN for WAN, District WAN service and for Internet service.

3.2 Lowest Corresponding Price.

Lowest Corresponding Price (LCP) is defined as the lowest price that a Vendor charges to nonresidential customers who are similarly situated to a particular E-rate applicant (District, library, or consortium) for similar services. See 47 CFR Part 54 Section 54.500(f). Vendors must agree to comply with the FCC's Lowest Corresponding Price rule and not charge a price above the LCP for E-rate eligible services. See 47 C.F.R. Section 54.511 and 47 CFR Section 54.500(f).

NASD requires the contract with the successful Vendor(s) to contain a process for annual LCP compliance. Vendors may refer to USAC guidance at http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx for additional information.

3.3 Form 473, Service Provider Annual Certification Form

Vendor must agree to timely submit to the SLD a completed Form 473 on an annual basis, prior to the start of the funding year.

3.4 Discounted Bills

Vendor must provide discounted invoices which reflect the net charges due from NASD after E-rate discounts have been reflected (also known as the "non-discount" amount). Such discounted invoices must be itemized by service location and reflect the appropriate E-rate discounts.

Issuing Officer may request Vendor begin (or continue, in subsequent contract years) service prior to NASD receiving funding approval for that E-rate year; Vendor and Issuing Officer will enter into a written agreement related to the billing and service delivery arrangements from the date of the start of the new E-rate year and funding approval. In no circumstance shall the service provider levy late fees or financing fees against NASD for charges deferred based on this provision. Under no circumstance shall NASD or the Issuing Officer be liable for charges incurred by NASD during such a billing and service arrangement should NASD not receive any portion of its expected funding approval due to action or inaction by Vendor which results in a full or partial denial of funds requested.

3.5 FCC Registration Number

Vendor must register with the FCC and obtain an FCC registration number. See https://svartifoss2.fcc.gov/cores/CoresHome.html for more information about this requirement.

3.6 Invoicing

3.6.1 Separate Itemization of E-rate Eligible and Ineligible Services is required. Vendor must separately itemize the cost of E-rate eligible and ineligible products and/or services. To determine what items are eligible, visit the E-rate Eligible Services List at usac.org/e-rate or call the SLD Client Service Bureau at 888-203-8100. Each Vendor invoice must clearly state the exact service being delivered, the entity receiving service, and the monthly rate.

3.7 Vendor in Good Standing with FCC and Not on Red Light

Vendor must be in good standing with the FCC and have no debts outstanding that are owed to the FCC and must not be on Red Light Status. Vendor must immediately notify Issuing Officer in any event that Vendor is put-on Red-Light Status by the FCC and must take immediate measures to resolve and remove its Red-Light Status. Vendor's Red-Light Status constitutes a material breach of contract and Issuing Officer reserves the right to cancel the Agreement of the parties immediately and without incurring any termination or future anticipated service charges.

3.8 Investigations of Vendors

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

3.9 Assistance with Form 471/PIA Review Processes and Other Inquiries

The successful Vendor(s) must agree with assist with the Form 471 submission and any related PIA inquiries, invoice reviews, selective reviews, PQA audits and BCAP audits. Further the successful Vendor(s) must be willing to provide any and all information to USAC related to their network, including fiber build information, and underlying costs.

4 CONDITIONS AND CONTRACT

4.1 Right Not to Award

Issuing Officer reserves the right to reject all proposals and not award a contract under this RFP, to narrow the scope of this project prior to contract signing, and/or to accept or reject any one or more proposals in part and thus award all or part of this project to one or more Vendors.

4.2 Provisions to Cancel or Terminate Contract Prior to Expiration of Term

The contract shall contain provisions for NASD to declare a default and the process for allowing the Vendor to cure the default, or the options available in the event that the default is not resolved, including but not limited to, allowing NASD to terminate the contract early without incurring any termination liability and to change vendors in the E-rate program

4.3 Closings or Relocations

In the event of a site closing, Vendor shall allow for termination of service to the location without imposing any early termination charge. Should the hub site need to be relocated, the Vendor will cooperate with NASD to effectuate the move as cost effectively as possible. Any non-recurring charges for such relocations are expressly contemplated under this RFP and shall be addressed in the contract negotiated with the selected Vendors. For any site closing, the proportionate share of the costs of serving that building shall be deducted from the monthly recurring charge for the remaining term of the contract.

4.4 Commencement of Service

Service orders and configuration of services must be approved by Issuing Officer or designee prior to any party incurring liability related to the proposed service order.

4.5 E-rate Funding Contingency

NASD reserves the right to condition any contract award on the receipt of E-rate funding approval. No work shall commence until the Vendor receives a written notice to proceed from the contracting party.

4.6 Submission of Proposed Contract and Negotiation

Vendor is expected to negotiate a written agreement with the Issuing Officer. NASD is not obligated to accept a Vendor's standard terms and conditions. If a contract acceptable to NASD is not agreed upon by the date established in the contract award notification, NASD may award the services to the next highest scoring Vendor.

Vendor shall provide a proposed contract with all terms and conditions including any applicable addenda, as part of their proposal.

4.7 Service Delivery Delay and Service Level Performance

The final contract language negotiated with the winning Vendors for Leased Lit Fiber service or dark fiber service/IRU must include compensatory payments for non-performance of contracted obligations via Performance Service Level Agreement (Performance SLA) (See Section 1.28) and Delivery Service Level Agreement (Delivery SLA) (RFP Section 2.6.8 for Leased Lit Fiber solutions and RFP for Dark Fiber solutions) language for all contract awards. Vendors are requested to propose specific terms and conditions for Service Delivery Delay and to either concur or propose alternative Service Level Performance standards.

All services must perform according to contractual parameters and be available no later than the completion date(s) for each site as listed in the Vendor's proposed project summary schedule, which is required to be July 1, 2021 to the extent feasible, or later if the July 1, 2021 date is not feasible.

4.8 Assignment

In the event of a sale of assets, transfer of ownership, merger or other corporate change to the Vendor's legal status, including insolvency and filing of bankruptcy, Vendor shall ensure that the duties and obligations agreed to in the contract shall survive and be assumed by the successor in interest.

4.9 Termination for Non-Appropriation

NASD'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, including federal E-rate funds, NASD shall have the right to terminate this contract without incurring any early termination charge. If the contract is terminated as a result of non-appropriation of funds, the Vendor 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 Vendor or their designee. The Vendor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.

4.10 Additional Contract Requirements

The contract shall also contain (without limitation) the following provisions. Each Vendor must explicitly agree to be bound by each of these provisions in order for the Proposal to be accepted as a valid, complete Proposal.

4.10.1 Subcontracting

Subcontracting shall not be permitted without Issuing Officer's prior written consent. Consent by Issuing Officer does not join subcontractor to the contract between Vendor and

Issuing Officer and shall not be considered approval of any terms and conditions which may exist between Vendor and subcontractor. The prime contractor is responsible for the full SLAs on all services under contract with NASD, regardless of whether the services are being provisioned over a subcontractor's facilities and without regard to Vendor's arrangement with subcontractor.

4.10.2 Proof of Insurance

Proof of insurance from Vendor will be required. Vendor shall indemnify and hold harmless NASD from and against all costs, claims, expense, liability, or payment of any kind arising out of or through any damage or injury (including, without limitation, death) to any person(s) or property arising out of or suffered through any act or omission of Vendor or anyone acting by, for or at the direction of Vendor, or any property or equipment of or used by Vendor. NASD will not be subject to any similar indemnification clause and will not waive any governmental immunity protections.

4.10.3 Access to Contract Related Documentation

Vendor hereby authorizes the inspection, review and copying of (and shall deliver to Issuing Officer copies of) all contracts and documents that pertain or relate to the performance of the contract. Vendor shall be obligated to keep the contracts and documents referred to in the above paragraph during the effective period(s) of this contract and for a period of ten years after the final payment of this contract.

4.10.4 As-Built Drawings

Vendor is required to provide NASD with 'as-built' drawings of the network including each site and the connected facilities and equipment. The drawing shall include the name and address of each location, and the associated IP addresses. The document shall be made available in electronic format.

4.10.5 Vendor Execution of Contract Prior to Issuing Officer's Board Action

Vendor understands that Issuing Officer may require Vendor to sign the final contract to be negotiated by the parties for presentation to the NASD Board of Directors and prior to NASD signing the contract.

4.10.6 Vendor must certify the company and all subcontractors are authorized to do business in Pennsylvania.

4.10.7 Changes or Discontinuance of Service

Vendor agrees that any proposed services offered pursuant to this RFP process will not be significantly changed or discontinued without the written authorization of Issuing Agent.

4.10.8 Tax Certification

If awarded the contract, Vendor shall be required to execute a tax certification in accordance with the applicable laws for the Commonwealth of Pennsylvania and the United States of America. Vendor shall also attest in writing that they are not now in default of current or prior year tax payment to any level of government.

5 MANDATORY REQUIREMENTS FOR PROPOSALS

The following information is required to be included in a proposal to meet the minimum bid specifications:

5.1 Acknowledgment of RFP Requirements

5.1.1 Vendors' proposals shall include a response to every paragraph in this RFP Sections 1 through 6. Valid responses are:

5.1.1.1 "[Company Name] has read, understands, and will comply."

5.1.1.2 "[Company Name] has read, understands, and will not comply." With this response, the bidding company must explain why it will not comply and propose an alternative.

5.1.1.3 A specific written explanation to the response that answers a question, addresses a requirement or proposes an alternative to a requirement.

5.1.2 NASD will consider any omitted response to any numbered item as a negative response to that particular requirement. Responding Vendors are not permitted to change or supplement any part of their RFP response after the deadline for the submission of proposals.

5.1.3 A Word version of the RFP has been uploaded to the E-rate 470 website and to the NASD web site to enable Vendors to prepare their responses. Alteration of any of the RFP terms and conditions is strictly prohibited.

5.2 Technical Proposal

In describing the proposed service or solution, the Vendor is required to address all technical requirements set forth in Section 2 and Appendix B governing Special Construction (if applicable) for each specific service group included in the proposal.

5.3 Network Diagram

For each proposed service, Vendor is required to provide a network diagram, in .kmz and .vsdx format, displaying the paths to be used to connect the sites and to provision the service.

5.4 Nature and Scope of Firm's Business

5.4.1 Vendor's Business Endeavors and Company History

Vendor is required to provide a description of the nature and scope of your firm's business endeavors, including history of company. Indicate whether you will provide the services requested in this RFP using your own facilities; using the facilities of an incumbent local exchange provider; or reselling the services of another company; or a combination of the above. Please be specific in your response.

5.4.2 Vendor is required to describe the Vendor’s current and previous relationship with NASD.

5.4.3 Vendor is required to provide a description of the firm’s experience with the E-rate program.

5.4.4 Vendor is required to provide Vendor’s Federal Tax ID Number.

5.4.5 Vendor is required to provide Vendor’s E-rate SPIN Number

5.4.6 Vendor is required to provide Vendor’s FCC Registration Number (FCCRN).

5.4.7 Vendor is required to certify and provide proof that they are in good standing with the FCC and not currently subject to the Red-Light Rule; and further, the Vendor agrees to notify NASD if they are placed on Red Light Status with the FCC.

5.5 References

Vendors must provide three (3) current customer references who are using an WAN or District WAN installed and monitored by them. References must include the company name, address, contact person, email address, and a daytime telephone number.

5.6 Non-Collusion Affidavit

Proposers must complete and submit the Non-Collusion Affidavit in the form set forth in Appendix E.

5.7 Proposal Cover Sheet

Vendor shall complete and submit the proposal cover sheet in the form prescribed in Appendix F.

5.8 Good Faith Negotiation

Vendor is required to state that they agree to negotiate in good faith a contract that reflects the mutual agreement of the parties, and the Vendor’s understanding that NASD is not bound to accept Vendor’s standard terms and conditions.

5.9 Contact Person Authorized to Negotiate Contract

Vendor is required provide contact name and contact information for person authorized to negotiate terms and conditions.

5.10 Contact Person for Questions

Vendor is required provide contact name and contact information where questions related to the proposal can be directed with statement certifying that this person (or his/her authorized representative) will be available in January through March of 2022 in order to assist with the completion of E-rate Form 471 applications submitted by NASD as requested.

5.11 Financial Information

Vendors must include with their RFP proposals the latest annual report or a complete financial statement prepared by an independent certified public accountant and include the balance sheet and the profit and loss statement for the Vendor's latest complete fiscal period. If these documents are available online, Vendor may provide a URL to respond to this requirement. If a financial statement has not been completed for the fiscal period since the annual report of the Vendor or subcontractor, a statement from an independent certified public accountant must so state and the last complete financial statement must be included. If the required financial record is not available in the prescribed format, Vendor must seek pre-approval of the Issuing Officer to submit equivalent financial information.

Compliance with this requirement is a mandatory prerequisite to submitting a valid proposal. The purpose of this requirement is to establish that the Vendor has the financial strength and stability necessary to perform the commitments and deliver the services required in this RFP for the entire contract period including any voluntary extension periods.

5.12 Timeline for Installation

For each service, the Vendor must include a tentative construction/installation roadmap timeline based on the contract end dates for each member district. A more formal timeline can be determined during the contract negotiation phase. Include how the timeline changes per site given an earlier or later start date. Vendor is required to advise NASD whether the requested installation date for service as set forth in Section 2.3 is feasible.

6 EVALUATION

In accordance with E-rate regulations, the price of E-rate eligible services will be the most heavily weighted factor for all decisions.

Other factors may include:

- E-rate eligible recurring and one-time circuit costs
- Reputation of Vendor and of the Vendor's service/product
- Quality of Vendor's service/product
- Ability to support requirements as laid out in the RFP
- Proposed contract terms and conditions
- Service/product meets district needs
- Use of scalable technology (fiber optic)
- Provider references
- Past relationship with Vendor

NASD WAN RFP
APPENDIX A
SERVICE LOCATIONS FOR LEASED LIT FIBER OR DARK FIBER SERVICE/IRU

Item #	Entity Name	Address	City, State, Zip	Termination Site
1	Northampton Area SD Administration Bldg.	2014 Laubach Avenue	Northampton, PA 18067	N/A – This is hub site
2	Franklin Elementary School	855 Lincoln Avenue	Northampton, PA 18067	2014 Laubach Avenue
3	George Wolf Elementary School	300 Allen Street	Bath, PA 18014	2014 Laubach Avenue
4	Lehigh Elementary School	800 Blue Mountain Drive	Walnutport, PA 18088	2014 Laubach Avenue
5	Moore Elementary School	2835 Mountain View Drive	Bath, PA 18014	2014 Laubach Avenue
6	NASD Maintenance Bldg (Not e-rate eligible)	100 Held Drive	Northampton, PA 18067	2014 Laubach Avenue

The Vendor must adhere to the following construction requirements if their proposal includes special construction costs. Please note the requirement in the RFP that states:

2.5.2 In creating a network design to fulfill the requirements of this RFP, Vendors are strongly encouraged to leverage and incorporate existing fiber facilities in their proposals, either through direct ownership or through third party subcontract relationships. The expectation is that the price of service that leverages existing resources will be more cost-effective and more capable of being timely implemented than proposals that require significant construction of new facilities.

Project Management

- Selected Vendor and its subcontractors will provide all project management to accomplish the installation of all project work as outlined in the Statement of Work.
- Provide engineer(s), with a vendor-neutral certification such as BICSI on selected fiber system specifications and procedures to manage all phases of the 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.
- Awarded Vendor, in conjunction with 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 Vendor, a selected Vendors sub Vendor or NASD. The documents must be available electronically to NASD technical staff.

Material Management

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

Property Restoration

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

Install Overhead and Underground Fiber Optic Cable

- Bores will be approximately 3’ deep
- Plows will be approximately 3’ deep
- Respondent will be solely responsible for applying for and obtaining pole attachment permits and rights for aerial fiber installations.
- For buried installs, Vendor will procure and install customer approved hand-holes and place marker/locator posts.
- NASD 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.

Install and Splice Hardware at Head Ends and in the Field

- Install optical hardware and splice field cable to equipment tail at head ends and splice tail to pre-stubbed hardware with connection types determined in collaboration with NASD Technology Services.
- Prep closures, cables, fibers and splice fibers at all field locations
- Fiber to fiber fusion splicing of optical fibers at each point including head ends.

- 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.

Total Project Splices: Respondent should supply estimate of number of splices

Final Testing
- In addition to splice loss testing, selected Vendor 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.
- 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.

Required Documentation
- Route "As-Built" Maps/Diagrams including all equipment connected to the WAN. The maps/diagrams shall include the name and address of each location, and the associated IP addresses. The document shall be made available in electronic format.
- End-to-End Insertion Loss Data
- OTDR Traces
- Individual Splice Loss Data

Other Technical Requirements
- All splicing shall be by the fusion method.
- All splicing enclosures and Hand Holes shall be of a type to be determined by NASD.
- All Hand Holes shall be (State) DOT approved, 45,000 lb. load rated CDR or comparable enclosures.
- All plowed cables shall be placed at a depth of 36" along roadways and 24" on private property.
- All road and driveway bores shall be at a depth of 36" and will have a 2" innerduct placed within.
- All buried splice locations will be marked with a locator post and a copper ground wire shall be attached to the splice closure/cable sheath.
- Buried marker posts shall be placed every 1500'.
- A warning tape shall be placed 12" above the buried cable.
- All highway shoulders, schoolyards, and ditch lines will be compacted and restored to satisfactory condition.
- All DOT encroachment permits, railroad encroachment permits, and National Park Service permits shall be submitted by the respondent in accordance with the permitting agency requirements.
- Vendor shall be responsible for the payment of any permitting fees.
- Vendor shall furnish an as-built drawing to NASD. The drawing shall include the name and address of each location, and the associated IP addresses. The document shall be made available in electronic format.
- Vendor shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide NASD with the db loss of each fiber segment.
- Vendor shall be responsible for submitting the appropriate ULOCO locate requests.
- NASD shall grant Vendor right of way permission for local government-owned properties and roadways.
- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by NASD with an existing single mode fiber and terminated at customers rack.
- A minimum of 100' coil of cable shall be left in each Hand Hole/Building for splicing use.
- NASD shall provide the Vendor with secured space to store materials and equipment if needed.

Right-of-Way Acquisition & Permitting
- Vendor is responsible to ensure that all cable routes have approved access & rights-of-way for all proposed cables installations.
- Vendor will provide any information or points of contact to allow selected Vendor and its subcontractors to facilitate the route prep "Make-ready" and actual cable installation

- Vendor is responsible for pulling all required construction permits.
- Selected Vendor and its subcontractors will provide officials at NASD with any information necessary to pull these permits in a timely fashion.

Route Maps

- Vendor is responsible for providing; maps, drawings or aerial photographs of the route.

Termination and Splicing Locations

- Vendor will in conjunction with officials of NASD designate/decide on all termination locations, whether in-building, outside plant or in customer premises. This will include all hand-hole or manhole locations
- Vendor will in conjunction with officials of NASD designate/decide on all field splice locations, in-building splice locations (if applicable), or other splice locations necessary to connect the network.
- Refer to RFP Section 2.5.2 that requires the use of existing facilities to the extent possible.

Cable and Hardware Approval

- NASD will approve all cable and hardware prior to ordering or installation.
- NASD will approve all hand-hole or building entrance hardware prior to ordering or installation.

Fiber Specification

Fiber must be single mode with the following specifications:

- TU-T G.652.C/D compliant
- Maximum Attenuation @ 1310nm: 0.34 dB/km
- Maximum Attenuation @ 1385nm: 0.31 dB/km
- Maximum Attenuation @ 1550nm: 0.22 dB/km

Material Delivery, Receipt & Storage

- Vendor will provide warehouse or yard space to accommodate all materials provided by selected Vendor to accomplish this project. Vendor will inspect, receive and issue any materials to provide accountability. This will reduce the overall cost to NASD with no added costs being placed into the proposal to cover the receipt and storage.

Final Inspection

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

Communications

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

NASD WAN RFP
APPENDIX C
PRICE TEMPLATE
SEPARATE EXCEL DOCUMENT

Worksheets include:

<u>Service Group 1 Leased Lit Fiber</u>
Base Proposal – 10 Gbps, 60 months, 5 one-year renewals.
Base Proposal – 10 Gbps, 120 months.

<u>Service Group 2 Leased Dark Fiber</u>
BASE- 2 or more Strands IRU - 60 month initial term for traditional lease with five 1-year optional extensions
10 Year - 2 or more strands IRU - 120 month term for traditional lease

PROPOSAL COVER SHEET

RESPONDENT/BIDDER NAME		
RESPONDENT ADDRESS		
CONTACT NAME		
CONTACT TITLE		
CONTACT TELEPHONE		
CONTACT EMAIL		
SCOPE OF PROPOSAL CHECK ALL THAT APPLY		WAN LEASED LIT FIBER ☐ WAN LEASED DARK FIBER (LEASE OR IRU) ☐ CATEGORY 1 DARK FIBER LEASED EQUIPMENT ☐ CATEGORY 1 DARK FIBER PURCHASED EQUIPMENT ☐ DELETE COMMODITY INTERNET (NO TRANSPORT) ☐ DELETE INTERNET WITH FIBER TRANSPORT (BUNDLED) ☐
SERVICE PROVIDER ID # (SPIN)		
E-RATE SERVICE PROVIDER NAME IF DIFFERENT FROM RESPONDENT BIDDER NAME		
COMPANY WEBSITE URL		

The Respondent/Bidder proposes to provide the services and/or equipment for the prices set forth herein.

This proposal is subject to all the terms of the Contract Documents which shall include and be incorporated by reference into the contract that may be awarded to Respondent/Bidder:

- Request for Proposal and appendices
- Addenda to the RFP;
- Attached proposal; and
- Contract terms and conditions to be negotiated.

We hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us, and to furnish such security as these specifications require.

We understand that Northampton Area School District shall review and evaluate proposals for WAN circuits and Internet access and be responsible for deciding to select winning bidders and present recommendations to their Board of Directors.

Northampton Area School District reserves the right to reject any bid that fails to comply with the minimum bid specifications or reject all bids and not make any award.

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

Reference Company Name		
Contact Person		
Phone/Email		
Services Provided		

Reference Company Name		
Contact Person		
Phone/Email		
Services Provided		

Reference Company Name		
Contact Person		
Phone/Email		
Services Provided		

I hereby represent that I am authorized to submit this proposal on behalf of the above-named Respondent/Bidder and to commit the Respondent/Bidder to providing the services and/or equipment based on the terms, conditions and prices in the attached proposal.

SIGNATORY NAME		
SIGNATORY TITLE		
SIGNATORY ADDRESS		
SIGNATORY PHONE NUMBER		
SIGNATORY EMAIL ADDRESS		
DATE OF SIGNATURE		