Southeast Delco School District
BEN 126105
Category 1 Specification

Form 470 # 220000204

All bids must be submitted to bids@erateconsulting.com by 12:00PM(noon) EST on March, 22, 2022. Late bids will be disqualified.

Requirements/Preferences:

(1) All proposals **must** be submitted in electronic format to bids@erateconsulting.com. Adherence to this requirement is your responsibility and cannot be imputed to the Applicant.

(2) Your proposal **must** include your standard contract terms and conditions. Failure to do so will result in your bid being incomplete for bid evaluation purposes.

(3) In your email submission, the subject line **must** specifically reference the District and the applicable Form 470#.

(4) Providers must be compliant with all applicable federal E-Rate program requirements, including but not limited to: filing of all required service provider forms, including Form 498, Form 499 (annual and quarterly filings to the extent they are applicable); Form 473 (Annual Service Provider Certification).

(5) At the time of bid submission, you **must** have a valid Service Provider Identification Number (SPIN). Lacking a valid SPIN at the time of submission will result in your bid being deemed incomplete for bid evaluation purposes.

(6) Providers must be in good standing with the E-Rate Administrator (i.e. not in “Red Light” status). Each provider will have a continuing obligation to notify the Buyer of any change in Red Light status. Failure to maintain good standing with the FCC and/or classification as “on Red Light status” may constitute grounds for terminating the parties’ contract for cause.

(7) All respondents also are required to disclose whether they currently are subject to an investigation by the E-Rate Administrator, Federal Communications Commission (“FCC”) or any law enforcement agency. Detailed information concerning any of these situations is required to be disclosed, including what actions, if any, the respondent is undertaking to resolve any outstanding issues.

(8) If your proposed solution is comprised of products and/or services available through a State Master Contract or some other cooperative purchasing arrangement recognized by the State of Pennsylvania, please provide a specific reference to the contracting arrangement and, where applicable, the contract number.

(9) It is preferred that vendors have prior experience delivering the proposed solution in Pennsylvania. References must be provided upon request.

(10) Proposed monthly recurring costs must include all taxes, fees, and additional charges (if any). Failure to include any such taxes, fees, or other additional charges shall preclude service providers from subsequently modifying the monthly recurring charge(s) without the District's prior written consent to said modification. By submitting a proposal in response to this Form 470, you agree to be bound by this requirement.

(11) Proposals encompassing multiple Category One services **<u>must</u>** include an itemized breakdown of all proposed monthly recurring charges, inclusive of all taxes, fees, and additional charges (if any). Failure to do so will result in your bid being deemed incomplete for bid evaluation purposes.

(12) All service providers should be able to provide a current PA Business Registration Certificate and W-9 upon request. Failure to do so will result in your bid being deemed incomplete for bid evaluation purposes.

(13) All proposals must conform to the applicable provisions of Pennsylvania Law and Board policies and regulations.

(14) Proposals should include pricing for a maximum initial term of 120 months and include an applicant option for one (1) 120-month extension.

(15) Proposals should include all one-time, non-recurring charges. Failure to include such charges in your submission will be deemed a waiver of the right to collect any such costs prior to or during the implementation process.

(16) By submitting a bid in response to this Form 470, you are certifying that your Company is in compliance with FCC Order FCC 19-121, which bars the use of USF subsidies to fund equipment, components, and services from "covered" companies deemed to provide a national security risk.

(17) In Attachment B, please provide a projected service start date, taking into account any necessary construction timeline estimates. **Failure to indicate the service start date in Attachment B will result in your bid being deemed incomplete for bid evaluation purposes relative to that service.** If you indicate a particular service start

date in the Attachment but are ultimately unable to begin providing service on that date, the Applicant reserves the right to terminate the contract without penalty.

(16) Providers must give the Applicant the option to participate in either the Service Provider Invoicing (SPI) method or the Billed Entity Applicant Reimbursement (BEAR) method.

(17) The District reserves the right to accept or reject any or all proposals in whole or in part and/or waive any irregularity in any proposal received. The District shall be the sole judge of the competency and responsibility of the bidders. The submission of a bid by the bidder is an acknowledgement of this right.

(18) If the incumbent vendor does not respond to this Form 470 with a quote, the District reserves the right to use the incumbent vendor's current pricing as a bid.

(19) The District reserves the right to consider as bids in its evaluation any services that are available by way of State Contract and/or State-approved cooperatives.

(20) Service providers must comply with E-rate document retention requirements that require all related documents to be retained for 10 years from the last date of service under the contract.

(21) Please have an authorized company representative print, sign and date this document and submit along with your bid to indicate that you have read, considered, and understand each of these requirements. **Failure to submit this document with an authorized representative's signature will result in your bid being deemed incomplete for bid evaluation purposes.**

<u>Project Overview:</u>

Southeast Delco, School District hereafter referred to as the District or Applicant, is requesting proposals for leased lit fiber and leased dark fiber services for delivery of wide area network (WAN) services to the District. Service is expected to originate at the District hub site and be delivered to the eligible service locations. All locations, with addresses, are listed in the attached pricing sheet. The new service is being planned to begin on July 1, 2022 which represents the expiration of the current leased WAN service.

<u>Service Requests:</u>

- The District is seeking bids for two (2) services. Respondents may bid one or both of options. See below for the requirements of each solution.
    - The first service is a fully managed, leased lit fiber solution.

    - The second service is a leased dark fiber solution that includes fiber maintenance as part of the monthly lease cost.
- Network Design and Construction Routes
    - Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals.
    - Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to the Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
    - Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
    - Applicant 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.
- 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.
        - Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity) for more information.
    - Special construction charges eligible for Category One support consist of three components:
        - construction of network facilities
        - design and engineering
        - project management
    - If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC).**
        - For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
        - For leased dark fiber solutions, equipment required by the Applicant to light the fiber are not considered special construction.
    - Special Construction Payment Plan Option

        - The applicant requests that the respondents consider allowing Applicant 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 monthly installments over three years from Funding Year 2020 to Funding Year 2022 inclusive. Responses must include agreement or non-agreement of this request.
    - Excess fiber strands for special construction projects
        - 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, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

<u>Solution Specifications:</u>

Leased LIT Fiber WAN (Attachment B, Tab labeled Leased LIT):

- The District will review proposals for cost effective solutions that meet its technical requirements.
- The current topology has eight (7) satellite sites connecting back to the District's hub site.
- Hub and Satellite site addresses can be found in Attachment B.
- Please describe your proposed network topology.
- The District seeks pricing for dedicated, symmetrical transport bandwidth of 1Gbps and 10Gbps between endpoints.
- If applicable, your Proposal should include any one-time costs to upgrade bandwidth during the term of the Agreement.
- Proposals must afford the District the right to increase bandwidth during the contract term without extending the term of the original agreement. Any one-time costs associated with bandwidth increases should be referenced in the proposal. Failure to include any such one-time charges in your Proposal shall preclude the service provider from subsequent attempts to collect such costs. By submitting a Proposal in response to this Form 470, you agree to be bound by this requirement.
- The District will consider solutions other than hub and spoke, but your Proposal must include specific detailed information about how the network will function and include any special construction or one-time fees associated with deployment. Failure to specifically include these costs or to indicate that no such costs apply will result in your proposal being deemed incomplete for bid evaluation purposes.

- You must specify a service start date if other than July 1, 2022. Failure to do so will cause the District to reasonably conclude that service can begin on July 1, 2022. If that turns out to not be the case, then the District reserves the right to terminate the agreement with no penalty.

Leased DARK Fiber WAN (Attachment B, Tab labeled 2 Strand Leased DARK):

- Applicant must have pricing for two (2) strands (1 pair) and any incremental solution your organization can provide. (4-12 strand) of singlemode fiber from the hub to each eligible entity location. Solutions that connect to the Providers metro fiber network are also acceptable.
    - **Leased Dark Fiber 2 Strand:**
        - Vendor's should provide pricing for the lease of two (2) strands of dark fiber between each endpoint and each of the Applicants hub site. This solution can also connect to a metro fiber network.
    - **Leased Dark Fiber TBD:**
        - Vendor's should provide pricing for the lease of at least four (4) strands, up to twelve (12) strands, of dark fiber between each endpoint and each of the Applicants hub site. This solution can also connect to a metro fiber network.
    - Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.
    - Indicate if your firm owns the fiber network or will be leasing strands from another provider. (Owned/Leased)
    - Indicate what hardware your firm will need to install at each site. (Demarc Equipment).
    - Indicate what type of "handoffs" your organization offers as part of your solution. (Service Medium Handoff)
    - Indicate a proposed service start date.
    - 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.
    - Contract options are requested for 36-month with the option for two (2) one-year extensions for a total of a 60-month term of service.
    - Each respondent is required to complete the attached pricing sheet with this RFP.
        - Special construction and monthly recurring cost 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 and MRC rate in each pricing cell of the matrix.
    - The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.
    - All solutions require maintenance as part of the MRC subject to the following terms and the terms found in the Service Level agreement section:
        - Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.
        - In the case that maintenance is subcontracted out to a 3rd party, 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 Applicant fiber segments versus overall network maintenance.
        - Vendor stated commitment is to respond to any outage within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.
        - The respondent should include an overview of maintenance practices including:
            - Routine maintenance and inspection
            - Scheduled maintenance windows and scheduling practices for planned outages
            - Marker and handhole inspection and repair
            - Handling of unscheduled outages and customer problem reports
            - What service level agreement is included and what alternative service levels may be available at additional cost
            - What agreements are in place with applicable utilities and utility contractors for emergency restoration
            - Repair of fiber breaks and mean time to repair
            - Replacement of damaged fiber and fiber that no longer meets specifications
            - Post repair testing
            - 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

- Category One Network Equipment:

- The Applicant currently owns all the necessary equipment to light a leased dark fiber solution at their desired bandwidth.

<u>Service Level Agreement:</u>

- 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.
- 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.
- 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.
- Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
- Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
- Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
- Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

<u>General Terms for All Proposals:</u>

- ***Failure to include any requested information noted as required by the respondent will result in your bid being incomplete for bid evaluation purposes.***
- ***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 costs. Costs added to the quote after the respondent***

has submitted their bid are solely the responsibility of the respondent and not the applicant.

- Description of Proposal
  - If the respondent bids leased dark fiber or leased lit fiber – all sites must be included in the bid. Failure to include all sites in a bid option could be considered grounds for disqualification.
  - Respondent will provide a description of their proposal for all services and solutions.
  - Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
- Timeline
  - For each response, respondents must include a timeline for bringing all sites online.
  - Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
  - For solutions requiring special construction, a schedule of bringing sites online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.
- Demarcation
  - All solutions must terminate service or infrastructure in the demarcation point at each address specified in the pricing sheet.
  - Solutions bringing service to the property line but not to the demarcation point are not acceptable.
  - Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.
- Reselling and subcontracting
  - Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
  - If, at any point following the bid submission, any changes from the 3rd party alter the costs or significantly change scope of proposed service then Applicant will not be liable for the cost increase and reserves the right to disqualify the bid and cancel any signed contracts without penalty.
- E-rate Program Integrity Assurance (PIA) Review
  - If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
  - Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
  - For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review.

    - ***All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.***
- Required Notice to Proceed and Funding Availability
    - Applicant will follow the purchasing policies of the Applicant's Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
    - The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's' issuance of a written Notice to Proceed.
    - E-rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

Please print your name, sign, and date to indicate that you have read the above requirements, that you understand them, and that your proposal complies will all requirements. Failure to do so will result in your bid being deemed incomplete for bid evaluation purposes.

____
Vendor Representative Name

____
Vendor Representative Signature

Date: ______________