RADNOR TOWNSHIP SCHOOL DISTRICT

REQUEST FOR PROPOSAL
LEASED LIT OR LEASED DARK FIBER SERVICE

RFP Issued 12/27/2022
Proposals Due: 1/31/2022 at Noon EST

1.0 INTRODUCTION

The Radnor Township School District ("District") issues this Request for Proposals ("RFP") for a leased lit and/or leased dark fiber service to create a District Wide Area Network (WAN) in ring topology with diverse entrance for the district's five school buildings. The new connections must meet the technical specifications in Section 2.

The District intends to apply for discounts on the services listed in this RFP through the federal E-rate program. Several criteria and restrictions pertinent to the E-rate program are included herein and must be met by the successful vendor in order for the proposal to be considered a Qualified Proposal.

1.1 Issuing Organization

The Radnor Township School District ("District" or "RTSD") is located 13 miles west of Philadelphia, PA and has a population of approximately 30,000. Radnor Township School District is Radnor Township's only public school system, covering nearly 14 square miles and serving a diverse, multicultural population. RTSD includes one high, one middle, three elementary schools, and an administration building.

1.2 Issuing Officer and Technical Contact for Questions and Information

The Issuing Officer is:

Dr. Scott Hand
Director of Technology Innovation and Instructional Design
Radnor Township School District
135 S. Wayne Avenue
Wayne PA 19087
bid@radnortsd.onmicrosoft.com

The Technical Contact is:

Mr. Chris Augustine
Assistant Director in Infrastructure Technology
Radnor Township School District
bid@radnortsd.onmicrosoft.com

1.3 Communications

Prospective vendors must direct and confine all inquiries and communications concerning this procurement to the official bid email address listed in this RFP (bid@radnortsd.onmicrosoft.com). Email, phone, or personal contact regarding this RFP outside of the official bid email address to any RTSD representative could lead to vendor disqualification.

Vendor questions are due by 1/14/2022 at Noon EST and the District encourages prospective vendors to submit any questions they may have as soon as possible. Questions should include "E-rate Fiber RFP" in the subject line to ensure that the Issuing Officer identifies the email as relating to this procurement.

All proposals must be e-mailed to the Issuing Officer on or before Noon EST on 1/31/2022. All required vendor information, certifications, and attachments must be included with the proposal within a single email to be considered a complete submission.

1.4 **RFP Timeline**

Item	Date
RFP Issued	December 27, 2021
Request to Attend Pre-bidders Meeting	January 8, 2022
Pre-bidders Meeting (optional)	January 10, 2022
Vendor Questions Due	January 14, 2022
District Responses to Vendor Questions	January 18, 2022
RFP Due	January 31, 2022

1.5 **Pre-bidders Meeting**

This is an optional meeting and not required for bidders. Vendors are invited to attend a pre-bidders meeting on January 10, 2022 at 12:30PM EST. This will be an in-person meeting with a virtual Zoom option available. There will not be a site walk-through of any school buildings during this meeting time due to COVID safety protocols. Vendors must express interest to attend by January 8, 2022 via official bid email address provided. Location and Zoom information will be shared with those requesting attendance. The meeting will not be recorded.

1.6 Vendors understand and agree that by requesting proposals, the District is not incorporating the public bidding process into the solicitation; that the District has full and complete discretion to reject or accept any proposal for any reason; and that nothing contained in this RFP shall create any contractual rights or obligations by and between the District and any person or entity responding hereto.

1.7 The District will review the proposals for compliance with the procedural requirements set forth in Section 5 and may reject any proposal that materially fails to comply. The District reserves the right to waive non-material defects.

1.8 By signing and submitting a proposal, vendor agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 120 calendar days from the application deadline for this RFP. The successful vendor(s) will be advised of selection by the Issuing Officer through the issuance of a notification of intention to recommend award, via email. Any notification of the selection of the successful vendor shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement that is approved by the District's Board of School Directors and the District's solicitor. The minimum scope of services desired is defined in this RFP. The District shall have the right to modify this scope as it deems necessary. Unsuccessful vendors also will be notified via email.

1.9 All personnel (contractors and subcontractors) that will be working on this project in the schools must observe all security and safety procedures of each school facility and must secure all record checks required by Pennsylvania law which includes, but is not limited to, Act 34 Criminal Record Check, Act 151 Fingerprints, Act 114 Child Abuse History Clearance and required FBI clearances.

1.10 On-site work at the school sites cannot commence until the successful vendor has obtained all relevant certifications, licenses, permits and/or required qualifications for its workers and has presented required documentation for the personnel to work in the District's locations.

1.11 The District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the successful vendor as to these tax exemptions. Vendors must ensure that their cost proposals specifically include all applicable taxes, fees and surcharges from which the District is not exempt or that is imposed or assessed by vendor, as required in Appendix A.

1.12 **Best and Final Offers (BAFO)**

District reserves the right to ask clarifying questions of vendors and to request best and final offers upon review of initial proposals. The price of E-rate eligible services will be the most heavily weighted in the review of all proposals and at each step of the review process.

1.13 **Bid Evaluation**

The Issuing Officer will notify the vendors of the decision of the bid evaluation committee.

This decision and notification will be contingent upon the approval of RTSD Board of Directors and the negotiation of contract documents that are approved by the District's solicitor and Board of Directors.

Bid evaluation criteria is located in section 6.0 of this RFP.

1.14 **Additional Information for Vendors**

The Issuing Officer reserves the right to

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

1.14.2 Modify or clarify the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all Vendors;

1.14.3 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;

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

1.14.5 Request Vendors to clarify their RFP proposals; and

1.14.6 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.

1.15 Reasons for Disqualification of Proposals

If any of the following conditions occur, vendor's proposal is automatically disqualified from being evaluated.

1.15.1 Vendor's proposal is submitted after the deadline and proposals have been opened by District.

1.15.2 Vendor is on Red Light Status with the FCC.

1.15.3 Vendor is not authorized to do business in Pennsylvania or is not authorized to provide services requested in this proposal to all buildings within the District.

1.15.4 Vendor does not have a Service Provider Identification Number ("SPIN").

1.15.5 Services are not all provided under a single E-rate SPIN number.

1.15.6 Vendor cannot provide services to all locations listed in Appendix A.

1.15.7 Vendor has not disclosed whether any of the services are being leased or resold from other vendors and if so, has not disclosed exactly what services are being leased or resold.

1.15.8 Vendor communication with any district representative during the time of the RFP occurs outside of the official email address listed in this RFP.

1.15.9 Vendor has not been in business for at least 5 years performing services outlined in this RFP.

1.15.10 Vendor has had an unsatisfactory performance or failure to perform in accordance with the terms of one or more contracts with the District within five (5) years of the issuance date of this RFP.

1.15.11 The proposal does not materially comply with the requirements of this RFP.

1.15.12 Proposal is submitted by a 3rd party aggregator or negotiator that is different from the company that will be under contract and/or providing the services.

1.16 **Right to Reject**

RTSD reserves the right to accept or reject all proposals when the rejection is in each entity's 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 to make a contract award for any of the service groups.

1.17 Incurring Costs – The District is not liable for any costs incurred by vendors prior to the issuance of an agreement, contract, or purchase order for requested services.

2.0 TECHNICAL SPECIFICATIONS

2.1 The District is seeking pricing on leased lit and leased dark fiber connecting our district school buildings.

- 2.1.1 Fiber should form a ring topology with diverse entrance for the district's five school buildings.
- 2.1.2 Vendors also should provide pricing that breaks out the special construction (NRC) costs. Vendors should also show what the ongoing costs (MRCs) will be after the initial term of the contract.
- 2.1.3 Proposals must be for three (3) and five (5)-year pricing, each with pricing for 1-year extension and renewal options.
- 2.1.4 Note: The District administration building is connected to Radnor Middle School via private fiber line as is the transportation building to Radnor High School. These are not part of the RFP/SOW.

2.2 **Leased Dark Fiber**

- 2.2.1 Dark fiber between the five (5) District school buildings in contiguous ring topography with diverse entrance.
- 2.2.2 Proposals should be for 6 pair (12 strand) of single mode dark fiber between connections capable of 100Gbps data speeds.
  - 2.2.2.1 TU-T G.652.C/D compliant
    - 2.2.2.1.1 Maximum Attenuation @ 1310nm: 0.34 dB/km
    - 2.2.2.1.2 Maximum Attenuation @ 1385nm: 0.31 dB/km
    - 2.2.2.1.3 Maximum Attenuation @ 1550nm: 0.22 dB/km
- 2.2.3 Fiber cable should be run through existing innerduct, in newly installed innerduct, or within existing raceways.
- 2.2.4 Termination shall occur in Vendor-supplied LC patch panels in the MDF within each school building.
- 2.2.5 Pathway between building connections should be unique, diverse, and form a direct connection between points within a single hop/without break and complete a contiguous ring in whole.
- 2.2.6 The District will provide all hardware including switching and optics.
- 2.2.7 Proposals must include irrefutable right of use on all leased dark fiber.
- 2.2.8 A minimum of 25' coil of cable shall be left at each termination point.

2.3 **Leased Lit Fiber**

2.3.1 All sepcifications included in 2.2 and 2.3.
2.3.2 Vendor should indicate if mid-contract upgades are possible, whether upgrades can be done in whole (at every connection) or in part (between specific buildings/connections), and note the pricing for these upgrades.
2.3.3 Ability for District to have full control over the end-to-end connections as determined by the District.
2.3.4 Vendor shall provide levels of data security by ensuring District traffic is not shared over fiber or articulate similar security solution.
2.3.5 No single points of failure from vendor equipment should exist in design.
2.3.6 Handoff should be OM4 LC connections.
2.3.7 Monitoring shall provide alerting via email and SMS to any issues that fall outside of the specifications within the SLA (including: uptime, downtime, maintenance, latency, etc.)
2.3.8 Pricing template should include speeds tiers of:
2.3.8.1 40Gbps
2.3.8.2 100Gbps

2.4 **School Buildings**

Building	Address
Radnor Elementary School	20 Matsonford Road, Radnor, PA 19087
Wayne Elementary School	651 W. Wayne Ave., Wayne, PA 19087
Ithan Elementary School	695 Clyde Road, Bryn Mawr, PA 19010
Radnor Middle School	150 Louella Ave., Wayne, PA 19087
Radnor High School	130 King of Prussia Road, Radnor, PA 19087

2.5 Details on vendor's Operations and Maintenance Practices must be included. Vendors should include an overview of their fiber maintenance practices, including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Handling of unscheduled outages and customer problem reports,
- The 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,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices

2.6 The service must be available by August 1, 2022. Vendors are required to state whether they anticipate being able to meet the August 1, 2022 date for installation of the new service. If unable to meet that deadline, vendors are required to state the date by which they guarantee service will be available.

2.7 The Vendor is responsible for all permit fees, DOT and railroad encroachment permits, and restoring any shoulders, schoolyards, or ditch lines to satisfactory condition.

2.8 Vendor may need to create penetrations from outside to inside to support cabling. Vendor must supply all tools required for work, including ladders and carts. This includes any drills and drill bits necessary to create penetrations into MDF locations.

2.9 The District requires a Delivery Service Level Agreement to be included in the contract that will be executed with the successful vendor. The Delivery Service Level Agreement is essential to ensure that the parties' agreement reflects that time is of the essence for the performance and provisioning of service on a timely basis as agreed upon by the parties.

In preparing proposals and considering the feasibility of the in-service date of August 1, 2022, vendors should consider all build-out costs, and the associated time frames for obtaining permits and right of way approvals for construction and installation. These tasks are part of the installation process and delays associated with these tasks will not be considered "force majeure" events. All rights-of-way and permits will be the responsibility of the vendor.

2.10 Taxes, fees and surcharges must also be disclosed separately from the monthly recurring costs, but must be included in the vendor's proposal. If the specific amount of taxes is uncertain, then vendors are required to provide a list of the taxes/fees and their best estimate, noting that the amount is an estimate and subject to vary.

2.11 The District requires the successful vendor to include a provision in the final contract that permits the early termination of circuits, with no penalty, should the District vote to close a school or open a new school. Additionally, if the District opens a new school, the final contract must include a provision that permits that building to be added at the existing MRC rate for the duration of the contract, with the District paying for any special construction charges associated with adding the new building to the network.

2.12 No increased pricing or CPI index inflation adjustment may be included nor will be paid during the initial contract term or any optional contract extensions.

2.13 Successful vendor shall provide a project schedule, progress reports, a dedicated project manager or primary contact for the project.

2.14 Successful vendor is required to restore the site both internal/external to the condition prior to the start of work at vendor's expense.

2.15 Protection from claim against "or equal" – In the event of any claim buy any unsuccessful vendor concerning or relating to the issue of "equal or better" or "or equal", the successful vendor agrees, at its own expense, to defend such claim or claims and agrees to hold the District harmless from any loss or damage arising out of this transaction.

2.16 Project completion and sign-off requirements - Payment of non-recurring costs will be made after fiber has been installed and has been successfully lit, either by the vendor or by the District depending on the services included in the signed contract, and service has been successfully tested, and testing/attenuation reports verified.

2.17 Insurance – Successful Vendor shall provide certificate of insurance naming the District as an additional insured and shall remain in affect for one (1) year from project sign-off.

3.0 E-RATE REQUIREMENTS

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

3.1 SPIN

Vendor must obtain a valid E-rate SPIN number (Vendor Identification Number), and must provide that SPIN in the Proposal submitted in response to this RFP opportunity. All services included in this RFP must be submitted under a single SPIN.

3.2 Discounted Bills

If requested by the District, vendor must provide discounted bills to the District which reflect the net charges due to the District after E-rate discounts have been reflected (also known as the "non-discount" amount). If the District does not receive E-rate funding approval by July 1 of any year in which the contract is in effect, the District agrees to pay the full amount of the monthly charges until the District receives E-rate funding approval and files Form 486, Receipt of Services Confirmation Form, and vendor receives the Form 486 Notification Letter. As soon thereafter as practical, vendor shall provision monthly bills to reflect the E-rate discounts and to credit the District for the pre-paid E-rate discount amounts for the monthly bills prior to the District's receipt of E-rate funding approval. The District shall have the sole discretion to decide whether the credit shall be refunded to the District or used toward payment of the non-discounted amount of subsequent monthly bills.

3.3 Separate Invoices for Ineligible Entities

Vendor must ensure that E-rate discounts are provided only to eligible entities for eligible services. For this reason, if the District needs service delivered to an ineligible entity, they will require a separate invoice for ineligible entities be provided to the District each month. This will ensure that only eligible entities are receiving discounted bills. Currently, there are no ineligible entities included in this procurement, but if there are such entities identified at a future date, the District will work with the successful Vendor to identify which entities are E-rate eligible.

3.4 Document retention

Vendor must retain copies of all invoices and record of District payments for a period of eleven years and be willing to provide this information to the District upon request. Such retention may be done electronically.

4.0 CONDITIONS, CONTRACT and BILLING

4.1 Timeline for Commencement of Work

The purchase of services may be contingent upon E-rate approval and will not occur unless and until a Notice to Proceed or Purchase Order is issued by the District.

4.2 **Lowest Corresponding Price**

Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See 47 CFR, Part 54, Section 54.500(f). Service providers cannot charge E-rate applicants a price above the LCP for E-rate services. See 47 CFR Section 54.511(b). There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.

4.3 The District reserves the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission and/or USAC.

4.4 The vendor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards, including and addressing, without limitation, workmen's compensation, hazardous materials, human relations, non-discrimination, Pennsylvania Uniform Construction Code, prevention of environmental pollution, site excavation, aluminum and steel products, Pennsylvania public works employment verification act, security and safety procedures, and Pennsylvania prevailing wage rates.

4.5 Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

4.5.1 Date of invoice
4.5.2 Date(s) of service
4.5.3 Funding Request Number ("FRN")
4.5.4 Vendor SPIN
4.5.5 Detailed description of services performed, and materials supplied that matches District's contract specifications and Form 471 descriptions of same
4.5.6 Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
4.5.7 Invoice on vendor's letterhead or on a vendor-generated form
4.5.8 Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

5.0 QUALIFIED PROPOSAL DOCUMENT REQUIREMENTS

In addition to the other information required to be provided, vendor also will include with their proposal the following:

5.1 Brief history of company, including any acquisitions and mergers.

5.2 Description of any bankruptcy proceedings of the company within the previous 10 years.

5.3 Names of all subcontractors and the services that will be provided.

5.4 Proof that the vendor and all subcontractors are authorized to do business in Pennsylvania.

5.5 Federal Tax ID Number, E-rate SPIN Number, and FCC Registration Number (FCCRN).

5.6 Certification that the vendor currently is not subject to the Red Light Rule and will notify the District if they are placed on Red Light Status with the FCC. Further, provide a certification that the vendor's principals are 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 proposal.

5.7 Contact name and contact information for person authorized to answer questions about the proposal and negotiate terms and conditions.

5.8 Three (3) references consisting of similar work and scope.

5.9 Completed Price Template (Appendix A) in Excel format with no password protections.

5.10 Completed/signed Non-Collusion Affidavit (Appendix B).

5.11 Network diagrams, including a map of all proposed fiber route that will be provided as part of the network diagrams (inclusion of Google .kzm or .kml preferred).

5.12 **Pennsylvania Right-to-Know Law**

Vendor is required to clearly identify any specific information that they deem as proprietary and request to be withheld from public view. Vendor must provide one copy of its redacted proposal with all proprietary information omitted. District intends to comply with the Pennsylvania Right to Know law concerning requests for release of documents regarding this procurement, including the release of proposals after proposal opening. Per E-rate regulations, price of winning proposal is not confidential information.

6.0 EVALUATION

The price of E-rate eligible services will be the most heavily weighted factor in the proposal evaluation. The District also intends to review and evaluate all proposals received on the basis of various other factors, including, but not limited to:

- the professional qualifications,

- service level agreements,
- quality of vendor’s service/product,
- professional and business reputation,
- past relationship/experience with vendor,
- adherence to RFP specifications and technical standards,
- the price and other features of the proposals and attributes of those vendors presenting proposals in response to this RFP.

APPENDIX A
PRICING PROPOSAL – EXCEL DOCUMENT
(REQUIRED)

APPENDIX B

NON-COLLUSION AFFIDAVIT INSTRUCTIONS AND FORM

1. This Non-Collusion Affidavit is material to any contract pursuant to this RFP. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., Sections 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount quoted in the RFP.

3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the vendor with responsibilities for the preparation, approval or submission of the proposal.

4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the Proposal Documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary proposal” as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION AFFIDAVIT

Project Name:____

Owner:____

Project No.:____

COMMONWEALTH OF PENNSYLVANIA:

:ss

COUNTY OF _____________ :

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

I state that:

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

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

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

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

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

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

____

Name:

____

Title:

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _______ DAY
OF _______________, 2022

____

NOTARY PUBLIC
My Commission Expires ____________