



**Request for Proposal
Leased Lit Fiber or Equivalent Technology
Leased Dark Fiber Service or Equivalent Technology for
Wide Area Network Transport Service
Category 1 Network Equipment
Internet Access Service**

Issuance Date: August 6, 2021

Deadline for Submission of Proposals: September 30, 2021, 4 p.m. Eastern Time

Revisions dated September 2, 2021

All revisions are highlighted in yellow.

Please refer to pages 3, 4, 11 and 15 to review the changes.

1 OVERVIEW OF REQUEST FOR PROPOSAL PROCESS AND PROCEDURE

1.1 Issuing Organization

- 1.1.1 The School District of Lancaster (“District” or “SDL”) has more than 10,000 enrolled students across twelve (12) elementary schools, four middle schools, two high schools, one K-8 school, and two other buildings in which educational programs are located. At the present time, the students enrolled in Wickersham Elementary are attending classes in another building, the Buchanan building, while Wickersham is under renovation. Service to the Buchanan building is also included in this RFP subject to the possibility of being discontinued early without penalty after the renovations to the Wickersham School are completed. All of these buildings are located within the 13.5 square miles of the District’s boundaries. The District seeks to enter into multi-year agreements with voluntary extension options for leased lit fiber or leased dark fiber service/IRU transport service to interconnect the buildings in a wide area network and for Internet access service that is delivered to the District’s hub sites and will be available to all the District’s buildings via the wide area network.
- 1.1.2 The District intends to apply for discounts on the equipment/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 for the proposal to be considered a Qualified Proposal.

1.2 Chief of Finance and Operations

The Chief of Finance and Operations is responsible for overseeing and reviewing all procurements undertaken by the School District of Lancaster:

Matthew Przywara, CPA
Chief of Finance and Operations
School District of Lancaster
251 South Price Street
Lancaster, PA 17603

Mr. Przywara has authorized the issuance of this RFP and designated Ms. Terry Tippett, the Director of Technology as the point of contact for this procurement.

1.3 Point of Contact

The Point of Contact for this procurement is:

Terry Tippett
Director of Technology
School District of Lancaster
Technology Department
1051 Lehigh Avenue
Lancaster, PA 17602
SDLERATE@sdlancaster.org

1.4 RFP Documents

The RFP documents consist of the following:

- (1) This RFP narrative document (28 pages)
- (2) Appendix A, Price Template (**separate Excel document**)
- (3) Appendix B, Special Construction Technical Requirements (included with RFP narrative document)
- (4) Appendix C, Non-Collusion Affidavit (**separate PDF document**)
- (5) Appendix D, Proposal Cover Sheet (included with RFP narrative document)

1.5 Access to RFP Documents

The RFP documents are available online at the E-rate Form 470 website and may be retrieved 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: 30 days from date of issuance of this RFP

Applicant Type: School District

Applicant State: PA

Applicant Billed Entity Number: 125812

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.

The Form 470 report generated from the search parameters described above has hyperlinks to the Form 470 application and the RFP documents. The date that the RFP document was uploaded is provided in Column I. This will inform interested bidders whether there are subsequent documents uploaded regarding the RFP.

The procurement documents also will be posted online at the District's web site, <https://sdlancaster.org/grow/bids-proposals/> as a courtesy. The official repository for all RFP documents is the E-rate Form 470 web site.

1.6 Communications Regarding this Procurement

Email to the Point of Contact is the required and only permissible means of communication of any kind, including questions or comments, about this RFP. The email address is SDLERATE@sdlancaster.org. It is important that interested bidders notify the Point of Contact of their potential interest in this procurement at their earliest opportunity by sending an email to SDLERATE@sdlancaster.org. The Vendor's email address will become part of an email distribution list for communications from the District 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. ***The official repository for all RFP documents is in the E-rate portal where the Form 470 is filed.***

1.7 Scope of Services in this RFP

This Request for Proposal ("RFP") seeks to procure the following services and equipment:

- 1.7.1 Leased lit fiber transport service (or equivalent technology) for wide area network.
- 1.7.2 Leased dark fiber transport service as an alternative to leased lit fiber for wide area network.
- 1.7.3 Category 1 network equipment (purchased or leased) for the wide area network to operate.
- 1.7.4 Internet access service (port and transport) to be delivered to the district's two hub site locations that will serve all the district's building.
- 1.7.5 Maintenance and operation of leased dark fiber service.

Section 2 contains the detailed technical requirements.

1.8 E-rate

SDL intends to apply for discounts on the services and facilities listed in this RFP that are used to deliver services to eligible schools and libraries through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "E-rate." 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.

1.9 Estimated Timeline for this RFP (Subject to Revision)

Action	Date
Form 470 and RFP Issuance	8/6/2021
Pre-Bid Conference (virtual)	8/17/2021
Deadline to Request Site Visits	8/18/2021
Site Visits	8/19/2021 8/20/2021 (if 2 nd day is needed)
Deadline for Vendor Questions	8/27/2021
Responses to Vendor Questions Provided	9/1/2021
RFP Deadline (28 days from responses to vendor questions)	9/30/2021
Vendor Meetings to Review Proposals (virtual)	10/7/2021
Issue Clarifying Questions to Vendors	10/13/2021
Deadline for Vendors' Responses to Clarifying Questions	10/22/2021
Tentative recommended award subject to contingencies <ul style="list-style-type: none"> • Required board approvals • Negotiation of acceptable contract that is approved by SDL solicitor prior to Board approval 	11/3/2021
Negotiation of contract – conclusion	12/2/2021
Solicitor review & negotiation of language re solicitor	12/14 – 12/16/2021
Submission of final contract signed by Vendor	12/17/2021
Finance Committee approval	January 2022
Board Approval	January 2022
Commencement of New Services	7/1/2022

This timeline sets forth the proposed schedule to the best of the SDL'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 1.6 above.

1.10 Pre-Bid Conference

A pre-bid conference for potential bidders is scheduled for the date identified in Section 1.9. Attendance is encouraged but not mandated. Interested Vendors are required to email the Point of Contact for information about how to access the pre-bid conference. SDL will try to record the pre-bid conference for later viewing by interested Vendors.

1.11 Site Walkthrough Visits

SDL seeks to ensure that all bidders have access to all required information necessary to prepare thoughtful, comprehensive and knowledgeable proposals. A site survey and visit to the SDL hub site location and other buildings is available per the timeline set forth in Section 1.9, upon prior request and scheduling. Vendors or their subcontractors are not allowed to show up unannounced at any building and will be denied entry without prior arrangements and scheduling by District officials.

Vendors who are interested in attending the site visit/site survey shall contact SDLERATE@sdlancaster.org by the date and time specified in Section 1.9. Vendors are strongly encouraged to visit the buildings if they are not familiar with them and the specific location of the main distribution facilities room. Bidders are required to indicate in their proposals whether they attended the site visit/site survey. The make-ready costs of preparing all buildings must be incorporated into each Vendor's proposal price. Each Vendor bears the risk of incurring all costs that may not be incorporated into their price proposal due to their decision to not attend the site visits prior to submitting their proposal. See also Section 1.32 regarding the requirement for proposals to contain firm prices.

If prospective bidders are unable to comply with the deadline for requesting a site visit, SDL will attempt to accommodate later site visit requests but cannot guarantee or make any commitment to honor such requests. In any event, no site visits will be permitted during the 28 day period immediately preceding the proposal deadline.

1.12 Questions about RFP

Bidders are encouraged to submit their questions via email to the Point of Contact at their earliest convenience. The deadline for submission of inquiries is prescribed in Section 1.9 and answers will be posted to the E-rate Form 470 web site, the District's web site and emailed to all interested bidders on the email distribution list compiled in response to Section 1.6.

1.13 Deadline and Format of Proposals

1.13.1 Electronic Copy

A complete electronic proposal including all appendices, exhibits and/or attachments **must be emailed and received** by the deadline set forth in Section 1.9 to SDLERATE@sdlancaster.org. **Please note that the Appendix D, Price Template must be submitted in Excel format, with no password protections, as part of the electronic proposal.**

1.13.2 Hard Paper Proposal

One original proposal signed by an authorized official (complete with all exhibits and attachments in the prescribed format) must be **received** at the School District of Lancaster at the following address marked with the following information, by the date and time specified in Section 1.8.

Terry Tippet
Director of Technology
School District of Lancaster
Technology Department
1051 Lehigh Avenue
Lancaster, PA 17603
ATTENTION: E-rate RFP Proposal

The bidder bears the risk of late delivery of mailed proposals.

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

1.13.3 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.

1.14 Confidential Information

RFP responses will be held in confidence by SDL 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 SDL 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.

1.15 Meetings to Review RFP Response

SDL may convene meetings with some or all Vendors that submit a valid and complete response to this RFP to review and discuss any questions. Such meetings are tentatively scheduled for the date set forth in the timeline in Section 1.9. These meetings shall be held virtually using an online webinar interface. Vendors should reserve the date prescribed in Section 1.9 for meeting with SDL representatives. Upon receipt of the proposals and confirmation that the proposals are valid and complete, the Issuing Officer or their designated representative will contact each Vendor to schedule the specific date and time for the meeting. Such meetings will be scheduled at the sole discretion of the Issuing Officer.

1.16 Clarifying Questions to Bidders

Following receipt and review of proposals, SDL 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 the date set forth in the timeline, Section 1.9, with answers due from the bidders by the date set forth in the timeline in Section 1.9.

1.17 Best Pricing to Be Submitted in Initial Proposal

SDL expects that bidders will offer their most competitive price proposals in their initial submissions. Bidders **should not plan** or expect to receive another opportunity to submit revised prices such as a best and final offer. SDL, in its sole discretion, reserves the right to request Best and Final Offer ("BAFO") pricing only if the District determines that it is appropriate to do so. The timeline and schedule in Section 1.9 will have to be adjusted accordingly if the BAFO process is used.

1.18 Bid Evaluation

A bid evaluation advisory group designated by the Point of Contact will review the proposals. The bid evaluation and decision to select the vendor(s) for recommending a contract award rests solely with the Issuing Officer. The ultimate contract award requires the approval and authorized signature on behalf of the District's board of directors to be valid and binding.

1.19 Vendor Selection and Communication

The District intends to notify the Vendors of the tentative decision(s) and recommended contract award(s) by the date set forth in the timeline in Section 1.9. This decision and notification will be contingent upon the negotiation of contract documents that are approved by SDL's solicitor and SDL's Board of Directors.

1.20 Contract Negotiation of RWAN Contracts

SDL requires the negotiation of contract language to commence upon the District's notification by an authorized official (either the Issuing Officer or Point of Contact) of a tentative recommended contract award and to be completed promptly thereafter. The SDL solicitor must be provided sufficient advance time to review and discuss the contract language, before approving it. These steps must be completed timely so that the contract(s) may be presented to the SDL Board for approval and execution in a timely manner. The vendor is required to sign the agreement prior to presenting it to the SDL board for approval. This is a mandatory requirement.

1.21 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.

1.22 Non-Discrimination Statement

As a governmental unit in the Commonwealth of Pennsylvania, all suppliers doing business with SDL 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.

1.23 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by Vendor prior to the established due date and time. Vendor agrees to refrain from electronically or otherwise manipulating these specifications.

1.24 Publicity

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

1.25 Security Background Clearances

All personnel (contractors and subcontractors) that will be working on this project must observe all security and safety procedures of the SDL 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 cannot commence until the Vendor has obtained all relevant certifications, licenses, permits and/or required qualifications for its workers and SDL has cleared the personnel for work.

1.26 Tax Exempt Status Considerations

SDL 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 SDL will provide a tax exemption certificate. Interstate telecommunications services provided to SDL 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 SDL are not exempt or that are imposed or assessed by Vendor and will be billed as a separate cost element or line item.

1.27 Universal Service Fee Assessment on Interstate Services

The leased lit fiber and dark fiber transport services being procured in this RFP are classified as "intrastate" under the Federal Communications Commission's regulations. The Internet service is classified as "interstate." Upon request, the District will sign a vendor certification that no more than 10% of the traffic transmitted over the leased lit fiber or leased dark fiber facilities is interstate in nature.

1.28 Compensation for Failure to Timely and/or Adequately Perform

Please be advised that the final terms and conditions of the contract with the successful bidder shall 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. The bid evaluation will take into consideration the terms of the Vendor's proposed Performance and Delivery SLAs.

1.29 Additional Information for Vendors

The Issuing Officer reserves the right to --

- 1.29.1 Amend, modify, cancel this RFP or not award any contract;
- 1.29.2 Modify or clarify the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all Vendors;
- 1.29.3 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;
- 1.29.4 Utilize any and all ideas submitted in the RFP proposals received;
- 1.29.5 Request Vendors to clarify their RFP proposals; and
- 1.29.6 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.

1.30 Reasons for Disqualification of Proposals

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

- 1.30.1 Vendor's proposal is incomplete and/or submitted after the deadline.
- 1.30.2 Vendor is on Red Light Status with the FCC.
- 1.30.3 Vendor is delinquent on a debt to a state or federal governmental agency or entity.
- 1.30.4 Vendor is not authorized to do business in Pennsylvania.
- 1.30.5 Vendor's proposal contains material deficiencies and fails to contain the minimum requirements as set forth in Section 5 and its subparts thereof.
- 1.30.6 Vendor fails to complete and submit the price template in the prescribed format.
- 1.30.7 Vendor fails to agree to the required terms and conditions herein and fails to propose an alternative.
- 1.30.8 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.
- 1.30.9 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.
- 1.30.10 A proposal for leased lit fiber service or dark fiber service/IRU fails to proposal service to all sites at the specified initial bandwidth levels.

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

1.31 Right to Reject

SDL 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 if the decision is made not make a contract award for any of the service groups.

1.32 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 throughout the performance of the contract. If a 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 SDL 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

- 2.1.1 Wide Area Network Service - Service Group 1 – Leased Lit Fiber service (without Internet Access) (or equivalent technology) to interconnect the district’s schools and administrative buildings. This service is being bid as an alternative to Section 2.1.2.
- 2.1.2 Wide Area Network Service - Service Group 2 – Leased Dark Fiber service (without Internet Access) to interconnect the district’s schools and administrative buildings. The service may be a leased service agreement or structured as an “Indefeasible Right of Use (“IRU”). This service is being bid as an alternative to Section 2.1.1.
- 2.1.3 Service Group 3 – Maintenance and operations of Wide Area Network Service.
- 2.1.4 Service Group 4 – Category 1 network equipment (modulating electronics and other equipment necessary to make a Category One broadband service functional).
- 2.1.5 Service Group 5 - Internet Access Service to provide Internet Access Service to the schools and the districts that are interconnected to the RWAN.

2.2 WAN Hub Sites

The District has two hub sites for the District’s wide area network service and Internet access service:

McCaskey East High School
1051 Lehigh Avenue
Lancaster, PA 17602

The District has another hub site for the wide area network service and Internet access service:

Martin Elementary School
2000 Wabank Road
Lancaster, PA 17603

The price proposal Appendix A indicates the hub site termination point for each of the requested services.

2.3 Proposal Options

- 2.3.1 A Vendor may choose to submit a proposal that includes the provision of all or some of the 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 leased 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 either Leased Lit Fiber or Leased Dark Fiber service to be deemed an acceptable proposal that meets the minimum bid specifications set forth in Section 1.30. Vendors are welcome to submit a proposal for Internet access service only under Section 2.1.5 and not bid on services in any of the other service groups.

2.3.2 Proposals for transport service submitted under Sections 2.1.1 and/or 2.1.2 service must stand on their own and may not be conditional or contingent upon the same Vendor being awarded the contract for Internet access service under Section 2.1.5. Vendors are invited to submit alternative circuit proposals using different underlying technology and network configuration and to discuss the advantages and disadvantages of each design proposal.

2.3.3 Vendors may, however, additionally submit an Internet access service pricing proposal that is contingent upon the award of the leased lit fiber or leased dark fiber transport service contract. That is, a Vendor may not be interested or willing to provide Internet without also being deemed the transport service vendor. In that event, should the Vendor's transport service proposal not be awarded the contract, their Internet access service contingent proposal would be deemed void, and not included in the evaluation of Internet access service proposals.

2.3.4 Vendors who submit a transport service proposal under Sections 2.1.1 and/or 2.1.2 may submit both a stand-alone Internet access service proposal, as well as a stand-alone Internet access service proposal.

2.4 Technical Requirements for WAN Leased Lit Fiber and Leased Dark Fiber Service – Overview

2.4.1 This section governs Service Group 1, Leased Lit Fiber and Service Group 2 - Leased Dark Fiber.

2.4.2 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.

2.4.3 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 A.

2.4.4 The following buildings currently have underground conduit that is available for the Vendor to use to install their facilities from their network to each building's demarcation point:

2.4.4.1 Washington

2.4.4.2 Ross

2.4.4.3 Lafayette

2.4.4.4 Wharton

2.4.4.5 Jackson

2.4.4.6 Martin

2.4.4.7 Fulton

2.4.4.8 Rockland

2.4.4.9 Reynolds

2.4.4.10 Lincoln

2.4.4.11 Smith-Wade-El

2.4.5 All other buildings not listed above in Section 2.4.4 require the Vendor to include in their proposal the installation of conduit from their network to the entry point into each building in which the Vendor's facilities must be installed. Any physical penetration into the building is subject to pre-approval of the District's designee.

2.4.6 The District prefers strongly that the Vendor's network design relies on underground facilities to install service into each building except for the Scheffey building. That is, the connection from the Vendor's network facilities may be overhead but the connection/facilities from the overhead facilities into the building should be done via underground conduit.

2.4.7 Service is required to 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 date by which service will be available. Vendors unable to meet the July 1, 2022 in-service date need to be forthright with the District so that if the contract is awarded to them, the District will be able to make other arrangements to ensure continuous WAN service to all District buildings.

2.5 Wide Area Network Service Requirements – Leased Lit Fiber Service – Service Group 1 (Section 2.1.1)

2.5.1 The District seeks proposals for the most cost-effective solution over the expected life of the facilities for the installation and use of lit fiber facilities to interconnect the schools listed in Appendix A for service to begin July 1, 2022 and at the prescribed bandwidth speeds.

2.5.2 A proposal for this service must include service to **all sites in Appendix A** at the specified initial bandwidth levels to be considered a valid proposal that meets the minimum bidding requirements.

2.5.3 Proposals may suggest the use of an alternative, equivalent technology to lit fiber if the technology has the same or better quality and reliability. The District reserves the right in its sole judgment to decide whether an alternative technology proposal is equivalent to leased lit fiber.

2.5.4 The District desires a network design that maximizes reliability of service. A network design that allows for resiliency in the most cost-effective manner possible is highly valued and will be an important evaluation factor.

2.5.5 All "end to end" costs from each school's MDF to the High School's MDF must be included in the price proposal.

2.5.6 Subcontractors must be identified in the proposal. If the successful Vendor would like to use additional subcontractors that were not identified in the proposal/contract, specific approval must be granted in writing by the District.

2.5.7 The proposed solution must also include leased edge devices and central network equipment to make the broadband service functional. Proposals must identify the proposed leased equipment and provide the manufacturer's data sheet. The equipment lease costs, if separate from the transport service costs, must be itemized in the price proposal for Service Group 4 (Section 2.1.4).

2.5.8 Vendors are also permitted and encouraged to provide alternative solutions.

2.5.9 Each proposal of the bidder must include a network design diagram.

2.5.10 All lit service circuits must support Quality of Service (QoS) and capable of rate limiting guarantees to specific packet types to ensure Quality of Service at each link. The network must have the ability to support multiple QoS policies and prioritization queues across each link to reduce latency and packet loss and guarantee throughput for data, voice, and video.

2.5.11 The following additional specifications shall apply:

- 2.5.11.1 District visibility via customer-friendly web-based portal to be able to view the status of all circuits including the network services performance, bandwidth usage, up/down time, outages or errors, etc.
- 2.5.11.2 Vendor shall provide a customer service online portal that allows customer to enter service tickets and requests.
- 2.5.11.3 Vendor owned equipment shall be managed by the Vendor subject to the District's requested configuration modifications and adjustments. District-owned equipment shall be solely the responsibility of the District to manage.
- 2.5.11.4 Must provide response time for outages.
- 2.5.11.5 Must provide 99.99% guaranteed uptime.
- 2.5.11.6 There is no right to rate limit or throttle the capacity of the circuit at any time.
- 2.5.11.7 Symmetrical upstream and downstream bandwidth to the required levels.
- 2.5.11.8 Network Latency Commitment <20 milliseconds roundtrip.
- 2.5.11.9 Network Jitter Commitment <5 milliseconds.
- 2.5.11.10 Bit-Error Rate commitment <0.25% between circuit endpoints.
- 2.5.11.11 Mean Time-To-Repair for outages <4 hours.

2.5.12 Price Proposal Template in Appendix A.

- 2.5.12.1 The Appendix A price template includes columns for respondents to provide price quotes for 1 Gbps service and 10 Gbps service. The base design should be for a 1 Gbps circuit to all schools except for McCaskey East and Martin, each of which requires a 10 Gbps circuit.
- 2.5.12.2 Price quotes are requested for a 60-month initial term of service. Prices for five (5) years of extension terms are also required.
- 2.5.12.3 The contract must provide for the option to increase circuit size up to 10 Gbps for all buildings that will begin the contract with a 1 Gbps circuit and the option for the circuit size to be increased to 40 Gbps for McCaskey East and Martin Schools.
- 2.5.12.4 All taxes and surcharges, in addition to the base price, must be itemized as part of the price proposal. If the specific amounts are not known, then a percentage rate for each line item must be provided in order to ensure that the District is evaluating the total cost of the Vendor's proposed solution.

2.5.13 Vendors are required to install a 20 foot service loop of fiber in each building to provide sufficient length in the event of need for repair or relocation of the fiber.

2.6 Wide Area Network Service - Leased Dark Fiber/IRU – Service Group 2 (Section 2.1.2)

- 2.6.1 This section governs Leased Dark Fiber proposals, both a traditional lease and an IRU, under Service Group 2.
- 2.6.2 This Service Group is for a Leased Dark Fiber/IRU solution from the hub site to the specified eligible applicant sites that includes special construction, the IRU fee, fiber maintenance costs, and network operations costs.

- 2.6.3 IRU fees can be billed as an upfront balloon payment or a month to month service fee for the requested terms.
- 2.6.4 For Leased Dark Fiber, Vendors shall quote a 10-year IRU price for two (2) 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 10-year IRU combined with “all-in” recurring payments for maintenance costs for the entire length of the IRU. For the 10-year option, Vendors are required to provide prices for five one-year voluntary extension options.
- 2.6.5 Vendors may provide prices in addition to the IRU or in lieu of the IRU price for a standard dark fiber lease of a 10-year initial term with five years of voluntary extension options.
- 2.6.6 Vendors shall complete the price template in the form specified in Appendix A for the dark fiber option. 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.
- 2.6.7 All Leased Dark Fiber solutions must be comprised of single mode fiber end to end.
- 2.6.8 All Leased Dark Fiber solutions, whether comprised of newly constructed fiber or existing fiber, must include the final testing outlined in Appendix C.

2.7 Operation and Maintenance of Leased Dark Fiber/IRU – Service Group 3 (Section 2.1.3)

- 2.7.1 Maintenance of Dark Fiber including ongoing maintenance of the fiber on all dark fiber leases or IRUs must be included.
- 2.7.2 Maintenance must be itemized as a separate line item cost in the Appendix D price template. 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.
- 2.7.3 The maintenance fee shall be only for the facilities being leased to the District. 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 the District.
 - 2.7.3.1 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.
 - 2.7.3.2 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.
 - 2.7.3.3 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 the District 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.

- 2.7.3.4 The maintenance proposal shall include an overview of fiber maintenance practices including:
 - 2.7.3.4.1 Routine maintenance and inspection
 - 2.7.3.4.2 Scheduled maintenance windows and scheduling practices for planned outages
 - 2.7.3.4.3 Marker and handhole inspection and repair for buried plant
 - 2.7.3.4.4 Handling of unscheduled outages and customer problem reports
 - 2.7.3.4.5 What service level agreement is included, and what alternative service levels may be available at additional cost
 - 2.7.3.4.6 What agreements are in place with applicable utilities and utility contractors for emergency restoration
 - 2.7.3.4.7 Repair of fiber breaks
 - 2.7.3.4.8 Post repair testing
 - 2.7.3.4.9 Mean time to repair
 - 2.7.3.4.10 Replacement of damaged fiber
 - 2.7.3.4.11 Replacement of fiber which no longer meets the technical specifications described in Appendix C of this RFP.
 - 2.7.3.4.12 Policies for customer notification regarding maintenance
 - 2.7.3.4.13 Process for changing procedures, including customer notification practices
 - 2.7.3.4.14 Process for moves adds and changes
 - 2.7.3.4.15 All costs related to and the process for responding to locate requests for buried plant

2.8 Category 1 Network Equipment – Service Group 4 (Section 2.1.4)

- 2.8.1 Vendors are invited to submit a proposal for leased or purchased Category 1 Network Equipment that is required to make the WAN service – leased lit or dark fiber – functional. The network equipment includes modulating electronics and other necessary equipment.
- 2.8.2 If the equipment is bundled (integrated) in the monthly transport costs bid for Service Group 1 or 2, Vendors are not required to complete the separate price proposal tab for network equipment in Appendix A.

2.9 Internet Access Service Requirements – Service Group 5 (Section 2.1.5).

SDL seeks proposals for a two-year initial term contract, three-year initial term and five-year initial term with voluntary extensions to equate to a total term of seven (7) years including the voluntary extension periods. The projected quantity for purchase beginning July 1, 2022 is 10 Gbps to each of the two hub sites and shall be scalable to 40 Gbps to each of the two hub sites during the contract term including voluntary extensions.

2.9.1 Internet Access Service Bundled with Transport

The Vendor must provide symmetrical point to point Internet Access Service (“commodity” Internet) and the transport circuit to interconnect to both hub sites noted in Section 2.1. The

vendor is required to identify the origination point of the service. This service is an end-to end service that includes the origination of service and termination of the service by one service provider and includes the end-point device at the RWAN hub site into which the circuit will terminate. The District requires the hand-off of facilities to be LC multi-mode fiber.

- 2.9.2 The District requires diverse path routing of Internet access service with the same quantity of bandwidth terminating to the McCaskey East hub site and the Martin Elementary hub site. For vendors proposing both leased lit fiber transport service and Internet access service, the Internet transport service must be diversely routed, separately, from the wide area network facilities that terminate to the two hub sites.
- 2.9.3 Vendors are required to describe any Distributed Denial of Service (DDoS) mitigation capabilities that are embedded within the service, and any other optional services (with separate prices) for upgrading this DDoS service. If DDoS is not included in the base service available commercially to all customers, the Vendor must specify the incremental or additional costs for DDoS mitigation service.
- 2.9.4 Vendors shall describe peering relationships that are available with major content providers as part of their commercially available Internet service. The Vendor's service should maximize the available commodity peering relationships. Vendors are required to describe and identify the peering relationships they have with educational content providers..
- 2.9.5 Vendors must be willing to provide full BGP-peering with routing tables for IPv4 addresses. SDL owns (leases) its own IP addresses and is multi-homed (have multiple ISPs).

2.10 Service Level Agreement – Applicable to WAN Service (Leased Lit/Dark Fiber) and Internet Service (Sections 2.1.1, 2.1.2 and 2.1.5)

- 2.10.1 WAN Providers and Internet Providers are required to adhere to a service level agreement with the following requested parameters.
 - 2.10.1.1 Service Availability: The Vendor shall make all reasonable efforts to ensure 99.99% network availability.
 - 2.10.1.2 Vendors shall describe their capability to provide monitoring reports and other tools to allow for SDL to have visibility into the real time performance of the applicable 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.
 - 2.10.1.3 Minimum service performance standards that each Vendor must fulfill, per circuit to service location:
 - 2.10.1.4 Frame/packet loss .25% commitment
 - 2.10.1.5 25ms Network Latency Commitment -Round Trip from Hub to nearest NAP (NY or Washington)
 - 2.10.1.6 10ms Network Jitter Commitment
 - 2.10.1.7 The Vendor will not rate limit or throttle the capacity of the service at any time for any reason.
 - 2.10.1.8 Vendor shall propose their Delivery and Service SLAs for failure to meet the initial, agreed upon in-service date and adherence to qualify of service standards that include credits for reduced quality of service and service outages.

2.11 Customer Service Support Services – Leased Lit Fiber and Internet Access

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

- 2.11.1 Describe the Vendor's network operations center and customer service support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis.
- 2.11.2 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.
- 2.11.3 Upon contact from the Customer, describe the Vendor's process for initiating a response that addresses the customer's concern.
- 2.11.4 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.
- 2.11.5 Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- 2.11.6 Trouble Reporting, Escalation and Resolution: Describe the Vendor's trouble reporting and escalation resolution plan.
- 2.11.7 Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- 2.11.8 Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- 2.11.9 Historical uptime: Provide aggregate uptime statistics and bandwidth usage for the Vendor's proposed service in the geographic region covered in this RFP.
- 2.11.10 Vendors are required to identify a dedicated technical and business point of contact for the services requested in this RFP, should the Vendor's proposal be approved.
- 2.11.11 Vendor shall be responsible for monitoring quality of service and instituting bill credits whenever an incident occurs where service quality is below the agreed-upon measurements.

2.12 Requirements Governing Special Construction for Leased Lit Fiber, Leased Dark Fiber/IRU and Internet Services (Sections 2.1.1, 2.1.2 and 2.1.5)

- 2.12.1 A Vendor may propose Special Construction charges for the installation of leased lit fiber and/or Internet access service. 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.
- 2.12.2 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.

- 2.12.3 The technical requirements governing the special construction of fiber are set forth in Appendix B.
- 2.12.4 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. SDL has selected this preference on its Form 470 being issued in conjunction with the issuance of this RFP.
- 2.12.5 Vendor must describe plan to source and secure all easements and permits and associated project timeline.
- 2.12.6 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.
- 2.12.7 Vendor must provide a provide engineer(s) who have a vendor-neutral certification such as BICSI¹ 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.
- 2.12.8 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 SDL. The milestone chart shall be available electronically to SDL technical staff during the implementation phase.
- 2.12.9 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.
- 2.12.10 Vendors must complete the price proposal for Special Construction charges in the format specified in Appendix A, Price Template.
- 2.12.11 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 SDL 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 SDL.

¹ Building Industry Consulting Service International. See <https://www.bicsi.org/>.

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

2.13 Testing and Acceptance Plan for Leased Lit Fiber Service and Internet Access Service

The District requires proposals to describe their proposed testing and acceptance plan that will enable the installation of service to be initially configured by June 15, 2022 for the District to have sufficient time to test, verify and accept the services.

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.

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).

SDL 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

If requested by Issuing Officer, Vendor must provide discounted invoices which reflect the net charges due from SDL 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 SDL 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 SDL for charges deferred based on this provision. Under no circumstance shall SDL or the Issuing Officer be liable for charges incurred by SDL during such a billing and service arrangement should SDL 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.
- 3.6.2 Upon SDL's request, Vendor must provide separate monthly invoices for E-rate eligible and ineligible service.
- 3.6.3 Vendor's invoice must track and itemize the charges as set forth in the parties' contract.
- 3.6.4 All charges must be billed on a single bill (not multiple accounts) with the name and service location address listed for each site.

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 SDL's ability to continue to receive the benefit of E-rate funding, Vendor must notify SDL within 30 days of learning of such investigation. Issuing Officer reserves the right to cancel the agreement without penalty if the investigation impedes SDL'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 SDL to declare a default and the process for allowing the Vendor to cure the default, or the options available if the default is not resolved, including but not limited to, allowing SDL to terminate the contract early without incurring any termination liability.

4.3 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.

4.4 E-rate Funding Contingency

SDL 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.

4.5 Submission of Proposed Contract and Negotiation

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

4.6 Service Delivery Delay and Service Level Performance

The final contract language negotiated with the winning Vendors is expected to include compensatory payments for non-performance of contracted obligations via Performance Service Level Agreement and Delivery Service Agreement (See Sections 2.2.10, 2.3.5 and 1.27).

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, 2022 to the extent feasible, or later if the July 1, 2022 date is not feasible.

Vendors are on notice that this procurement and the anticipated agreements that will be awarded will specify that time is of the essence to perform the obligations thereunder. Vendors unwilling to agree to a compensation provision to provide compensation for failure to timely perform and to meet agreed-upon service levels will be marked down during bid evaluation.

4.7 Commencement of Service and Billing

Service and billing shall commence on July 1, 2022 for Internet access service and leased lit fiber service, provided that the service has been provisioned, tested and accepted by the District. For leased lit fiber or dark fiber service, no billing shall commence until all of the sites have been activated and placed into service after being tested and accepted by the District.

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

SDL'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, SDL 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

The bidder that is awarded the contract with SDL may opt to subcontract with one or more companies per their discretion; provided that the company that contracts with SDL is responsible for the full SLAs on all services under contract with SDL, 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 SDL 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. SDL 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 performance and payment of this contract.

4.10.4 As-Built Drawings

Vendor is required to provide SDL with 'as-built' drawings of the facility route. 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 must certify the company and all subcontractors are authorized to do business in Pennsylvania.

4.10.6 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.

4.10.7 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.

4.11 Closings, Relocations and Opening of Buildings

4.11.1 If one of the existing sites must be relocated to another building, SDL will require the relocation to be treated as a move and not as a termination and new circuit connection. Such relocations shall not be subject to early termination charges.

4.11.2 SDL is in the third phase of a district-wide renovation project to update its schools to have 21st century infrastructure and features. There may need to be temporary service interruptions when a building under renovation. The successful bidder must be willing to forego billing of monthly service charges to sites that under construction. The District will provide 60 days' advance notice of any requests for service interruptions.

4.11.3 SDL may need to close one or more of the buildings listed in Appendix A during the initial term or voluntary extension term. Should a closing occur, the successful bidder must be willing to cease service to the building and refrain from assessing any early termination charges. SDL will provide 60 days' advance notice of any building closings. As an illustration, but not limited to this situation: Section 1.1.1 notes that the Wickersham Elementary School is under renovation and the students are attending classes in another building, the Buchanan building. Service to the Buchanan building is also included in this RFP subject to the possibility of being discontinued early without penalty after the renovations to the Wickersham School are completed.

4.11.4 SDL may need to institute service to other buildings that may be acquired, leased or constructed in the future, during the initial or voluntary extension term. The successful

bidder must agree to provide service to the new site based on the same monthly service charges in the original contract for the applicable circuit speed. The vendor may assess a reasonable one-time charge to initiate service to the building. The District reserves the right to seek other proposals for leased lit fiber or dark fiber service to the new building should the Vendor's price proposal be deemed excessive.

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 SDL will consider any omitted response to any numbered item as a negative response to that 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 SDL web site to enable Vendors to prepare their responses. Alteration of any of the RFP terms and conditions is strictly prohibited.
- 5.1.4 Vendor shall indicate whether their representative attended a site visit of the SDL buildings. If the Vendor did not attend a site visit, Vendor shall describe their familiarity or prior knowledge with the SDL buildings that require the applicable service (leased lit fiber or dark fiber service/dark fiber IRU and/or Internet access service).

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 C 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 SDL.
- 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 SDL if they are placed on Red Light Status with the FCC.

5.5 References

Vendors must provide three (3) current customer references that are current or former customers of the Vendor for the type of service proposed by the Vendor in this RFP. 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 C.

5.7 Proposal Cover Sheet

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

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 SDL 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 during the first calendar quarter of 2022 in order to assist with the completion of E-rate Form 471 applications submitted by SDL 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

The Vendor is required to provide a tentative construction/installation roadmap timeline with the projected completion date.

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 costs
- Delivery Service Level Agreement and Service Level Agreement
- 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 the District's needs
- Use of scalable technology
- References
- Familiarity with SDL/Vendor's prior relationship with SDL

**SCHOOL DISTRICT OF LANCASTER FY 2022 RFP
APPENDIX A
PRICE TEMPLATE
SEPARATE EXCEL DOCUMENT**

SCHOOL DISTRICT OF LANCASTER FY 2022 RFP
APPENDIX B
SPECIAL CONSTRUCTION TECHNICAL SPECIFICATIONS

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' subcontractor or SDL. The documents must be available electronically to SDL 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.
- SDL 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 SC pigtails.
- 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 RWAN. 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 SDL.
- 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 SDL. 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 SDL with the db loss of each fiber segment.
- Vendor shall be responsible for submitting the appropriate ULOCO locate requests.
- SDL 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 SDL 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.
- SDL 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 SDL 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 SDL 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 SDL will 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

- SDL will approve all cable and hardware prior to ordering or installation.
- SDL 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 SDL with no added costs being placed into the proposal to cover the receipt and storage.

Final Inspection

- SDL will provide at their discretion a person(s) to witness any final testing or construction verification. The person designated by SDL will be required to initial/provide acceptance of any results. This person(s) will represent SDL during 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

- SDL 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 SDL. Selected Vendor will work directly with any persons designated to handle project communications to facilitate awareness and reduce turmoil in SDL. Selected Vendor will provide consultation to assist in the development of a communications plan as required.

**SCHOOL DISTRICT OF LANCASTER FY 2022 RFP
APPENDIX C
NON-COLLUSION AFFIDAVIT
SEPARATE PDF DOCUMENT**

**SCHOOL DISTRICT OF LANCASTER FY 2022 RFP
APPENDIX D
PROPOSAL COVER SHEET**

RESPONDENT/BIDDER NAME	
RESPONDENT ADDRESS	
CONTACT NAME	
CONTACT TITLE	
CONTACT TELEPHONE	
CONTACT EMAIL	
SCOPE OF PROPOSAL CHECK ALL THAT APPLY	LEASED LIT FIBER WAN CIRCUITS <input type="checkbox"/> LEASED DARK FIBER WAN CIRCUITS AND/OR IRU <input type="checkbox"/> MAINTENANCE AND OPERATION OF DARK FIBER <input type="checkbox"/> CATEGORY 1 NETWORK EQUIPMENT, LEASED OR PURCHASE <input type="checkbox"/> INTERNET ACCESS SERVICE <input type="checkbox"/>
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.

The Respondent/Bidder certifies that they have not made any changes to the terms of the RFP as issued by the School District of Lancaster.

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 the School District of Lancaster’s bid evaluation team led by the Director of Technology shall review and evaluate proposals received in response to this RFP. The Issuing Officer is responsible for recommending a contract award to their Board of Directors.

The School District of Lancaster’s Issuing Officer 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.

BIDDER COMPANY NAME	
SIGNATURE	
SIGNATORY’S NAME	
SIGNATORY ADDRESS	
SIGNATORY PHONE NUMBER	
SIGNATORY EMAIL ADDRESS	
DATE OF SIGNATURE	