

SPRNG-FORD AREA SCHOOL DISTRICT
REQUEST FOR PROPOSAL
LEASED DARK AND LEASED LIT FIBER SERVICE

Response Deadline: February 19, 2019 at Noon EST

1.0 INTRODUCTION

The Spring-Ford Area School District (“District”) issues this Request for Proposals (“RFP”) for a leased dark fiber service or leased lit fiber service between the District’s High School at 350 South Lewis Road, Royersford, PA 19468 and all 7 Elementary School locations as listed in Appendix A.

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 Officer and Technical Contact for Questions and Information

The Issuing Officer for this procurement is:

Robert Catalano
Director of Technology
Spring-Ford Area School District
rcata@spring-ford.org

Prospective Vendors must direct and confine all inquiries and communications concerning this procurement to the Issuing Officer and must be made via e-mail. Although there is no due date for questions, 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 February 19, 2019. All required Vendor information, certifications and attachments must be included with the proposal.

1.2 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.

1.3 The successful bidder(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 bidder shall have no legal effect unless and until the parties negotiate a

mutually acceptable agreement that is approved by the school board. Unsuccessful bidders also will be notified via email.

- 1.4 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 include Act 34 Criminal Record Check, Act 151 Fingerprints, Act 114 Child Abuse History Clearance.
- 1.5 On-site work at the school sites cannot commence until the provider 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.
- 1.6 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 provider 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.

1.7 **Reasons for Disqualification of Proposals**

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

- 1.7.1 Vendor's proposal is submitted after proposals have been opened and reviewed by the District.
- 1.7.2 Vendor's proposal is materially deficient and does not include the required elements as specified in Section 5 including the submission of the completed price template.
- 1.7.3 Vendor is on Red Light Status with the FCC or is delinquent on a debt to a state or federal governmental agency or entity.
- 1.7.4 Vendor is not authorized to do business in Pennsylvania.
- 1.7.5 Vendor has not been in business for at least 5 years performing services or furnishing equipment required in the bid.
- 1.7.6 Vendor has had an unsatisfactory performance or failure to perform in accordance with the terms of one or more contracts with the District within three (3) years of the issuance date of this RFP.
- 1.7.7 Vendor does not have an E-rate SPIN number.
- 1.7.8 Vendor does not have successful E-rate experience with other similar projects.

- 1.7.9 Vendor does not agree to answer any and all USAC PIA inquiries related to their fiber network.
- 1.7.10 Vendor has not disclosed whether any of the fiber/facilities included in their proposal will be leased and resold from another vendor.

2.0 TECHNICAL SPECIFICATIONS

- 2.1 The District is seeking pricing on leased dark fiber and/or leased lit fiber between the District's 10-12 Building at 350 South Lewis Road, Royersford, PA 19468 and All 7 Elementary Buildings. The preferred network design is point to point, but vendors may propose an alternative design as long as it is clearly marked as a separate proposal and a network diagram is included with the proposal.
- 2.2 For Leased Dark Fiber proposals:
 - 2.2.1 Proposals should be for both 8 strands and 12 strands. If a dark fiber service is selected, the District will select the most cost-effective number of fiber strands.
 - 2.2.2 The District will provide all hardware including switching and optics.
 - 2.2.3 Proposals must include irrefutable right of use on all leased dark fiber.
 - 2.2.4 Vendors also may provide pricing that breaks out the special construction (NRC) costs, but such pricing should be included as a separate proposal. Vendors should also show what the ongoing costs (MRCs) will be after the initial term of the contract.
 - 2.2.5 Proposals should be for 5 years, with 5, 1-year renewal options.
- 2.3 For Leased Lit Fiber proposals:
 - 2.3.1 Proposals should be for 10 GB service.
 - 2.3.2 Proposals should show the MRC and NRC charges for special construction, if any. Vendors should also show what the ongoing costs (MRCs) will be after the initial term of the contract.
 - 2.3.3 Proposals should be for 5 years, with 5, 1-year renewal options.
- 2.4 Details on Vendor's Operations and Maintenance Practices must be included. Respondents 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
- 2.5 The service should be available by July 1, 2019. Proposers are required to state whether they

anticipate being able to meet the July 1, 2019 date for installation of the new service. If unable to meet that deadline, Proposers are required to state the date by which they anticipate being able to install the service.

- 2.6 The District requires a Delivery Service Level Agreement to be included in the contract that will be executed with the successful bidder. 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 July 1, 2019, 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 right-of-ways and permits will be the responsibility of the Vendor.

- 2.7 Taxes, fees and surcharges must also be disclosed separately from the monthly recurring costs, but must be included in the bidder'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.
- 2.8 The District requires the successful bidder 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.

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 Vendor must agree to submit to the SLD a completed Form 473 prior to July 1 of each calendar year. This form is available on the SLD's website at www.usac.org/sl in the Forms section.
- 3.2 Discounted Bills: Should the District so choose, Vendor must agree to provide discounted bills to District which reflect the net charges due to the District after E-rate discounts have been reflected (also known as the "non-discount" amount). The Vendor will then invoice USAC using the Form 474 SPI form for the E-rate discount amount. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing. Further, Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted

amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay. If the District's actions or failure to act are responsible for the non-payment of the Vendor's invoice with USAC, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

- 3.3 Reimbursement Option: Should District choose to pay for any services in full, Vendor must agree to promptly cooperate and provide any information required in order for the District's E-rate reimbursement forms submitted to the E-rate administrator to be processed successfully including but not limited to responding timely to questions that the Administrator may ask or submit required documentation that the Administrator may request of the Vendor.
- 3.4 If Vendor learns of any federal, state or local investigation conducted by any regulatory authority or law enforcement authority that could have an adverse impact on the District's ability to continue to receive the benefit of E-rate funding, Vendor must notify the District within 30 calendar days of learning of such investigation. The District reserves the right to cancel the agreement without penalty if the investigation impedes the District's ability in any way to receive the benefit of E-rate funding, subject to any investigation of wrongdoing.
- 3.5 Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services and any subcontractors to the District. All such records shall be retained for 10 years following completion of services and/or installation of equipment and shall be subject to inspection and audit by the District.
- 3.6 In addition to the foregoing, Vendor must agree to answer any and all USAC inquiries related to the fiber network and/or installation, in a timely manner.

4.0 CONDITIONS, CONTRACT and BILLING

- 4.1 The District reserves the right to:
 - 4.1.1 Amend, modify, cancel this RFP or not make an award and to reissue this RFP as a new procurement;
 - 4.1.2 Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
 - 4.1.3 Negotiate terms and conditions to meet requirements consistent with this RFP;
 - 4.1.4 Request providers to clarify their RFP proposals;
 - 4.1.5 Waive minor defects or any requirement of this RFP that has not been met by any of the bidders that submitted proposals.
 - 4.1.6 Conduct best and final contract negotiations and/or vendor presentations.

4.2 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.

4.3 **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.

4.4 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.

4.5 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 **INFORMATION TO BE INCLUDED IN PROPOSAL**

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

5.1 Provide a description of the nature and scope of your firm’s business endeavors, including history of company.

5.2 Provide a description of your firm’s previous and ongoing relationship, if any, with the District.

5.3 Provide proof that the Vendor and all subcontractors are authorized to do business in Pennsylvania.

- 5.4 Provide the names and contact information of at least three (3) current Pennsylvania K-12 clients of similar size to the District that can attest to the quality of work provided by your company using or procuring similar goods and/or services as requested in this RFP.
- 5.5 Provide a description of the firm's experience with the federal E-rate program.
- 5.6 Provide federal Tax ID Number, E-rate SPIN Number, and FCC Registration Number (FCCRN).
- 5.7 Provide 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 offer.
- 5.8 Provide contact name and contact information for person authorized to negotiate terms and conditions.
- 5.9 Provide a complete description of whether the services requested in this RFP will be provided using all of the vendor's own facilities or whether certain services or lines will be leased or resold from another company; or a combination of the above. Please be specific in your response. If services are being resold or leased, bids must indicate what services/lines are being resold or leased and must indicate the vendor's ability to monitor and maintain the required service level throughout the network.
- 5.10 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 from January 2019 - April 2019 in order to assist with the completion of the District's E-rate applications, as requested.
- 5.11 Provide copy of terms and conditions for proposed contract.
- 5.12 Provide completed Price Template (Appendix A).
- 5.13 **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 bid opening. Per E-rate regulations, price of winning bid is not confidential information.

6.0 EVALUATION

The District intends to evaluate all proposals to determine the most cost-effective solution. The price of E-rate eligible services will be the most heavily weighted factor in the bid evaluation.

**APPENDIX A
PRICING PROPOSAL – REQUIRED TO BE SUBMITTED**

Proposals must include pricing in this exact format for an initial 5-year term, with 5 optional, 1-year renewal options. Vendors are not required to submit proposals for both leased lit and leased dark fiber services. Addresses for Point to Point Connections:

1. SFHS 350 South Lewis Road, Royersford, PA 19468 and Brooke Elem. 339 North Lewis Road, Royersford, PA 19468
2. SFHS 350 South Lewis Road, Royersford, PA 19468 and Evans Elem. 125 Sunset Road, Limerick, PA 19468
3. SFHS 350 South Lewis Road, Royersford, PA 19468 and Limerick Elem. 81 Limerick Center Road, Royersford, PA 19468
4. SFHS 350 South Lewis Road, Royersford, PA 19468 and Oaks Elem. 396 Oaks School Drive, Oaks PA 19456
5. SFHS 350 South Lewis Road, Royersford, PA 19468 and Royersford Elem. 450 Spring St. Royersford, PA 19468
6. SFHS 350 South Lewis Road, Royersford, PA 19468 and Spring City Elem. 190 South Wall St., Spring City, PA 19475
7. Need 2 lines between SFHS 350 South Lewis Road, Royersford, PA and UPE 833 South Lewis Rd. Royersford, PA 19468 Building 1

Total of 8 lines.

LEASED DARK FIBER PROPOSALS (may add additional rows for additional fiber pair costs).

Proposal	Strands Count	MRC – Initial Term	Non-Recurring Cost	MRC – Years 6 - 10	Anticipated Taxes, Surcharges, Fees Amount	Date Service Will Be Delivered:
A – No NRC	8 Strands	\$		\$		
B – W/NRC	8 Strands	\$	\$	\$		
C – NO NRC	12 Strands	\$		\$		
D – w/NRC	12 Strands	\$	\$	\$		

LEASED LIT FIBER PROPOSALS

Proposal	Bandwidth	MRC – Initial Term	Non- Recurring Cost	MRC – Years 6 - 10	Anticipated Taxes, Surcharges, Fees Amount	Date Service Will Be Delivered:
E – No NRC	10 GB	\$		\$		
F – W/NRC	10 GB	\$	\$	\$		

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 Antirigging Act, 73 P.S., Sections 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the RFP.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids 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 bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the Bid Documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid 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 bid.

NON-COLLUSION AFFIDAVIT

Project Name: _____

Owner: _____

Project No.: _____

COMMONWEALTH OF PENNSYLVANIA:

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 bid.

I state that:

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

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

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

(4) The bid 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 bid.

(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 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 bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Owner of the true facts relating to the submission of bids for this Agreement.

Name:

Title:

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 2019

NOTARY PUBLIC
My Commission Expires _____