



DELAWARE COUNTY INTERMEDIATE UNIT 25

Request for Proposal

Regional Wide Area Network Service Leased Lit Fiber Service Leased Dark Fiber Service Internet Access Service

Issuance Date: September 6, 2019

Revised October 23, 2019

Deadline for Submission of Proposals: **November 20, 2019, 4 PM Eastern**

Please note: Revisions are highlighted in yellow

1 OVERVIEW OF REQUEST FOR PROPOSAL PROCESS AND PROCEDURE

1.1 Issuing Organization

Delaware County Intermediate Unit 25 (“DCIU,” “IU” or “IU25”) is an educational service agency and provide services to schools and libraries located in its serving area that create economies of scale, cost savings, and better efficiencies in the delivery of important programs and services to children, especially those with special needs. Technology is a pillar of the IU’s support of K-12 educational organizations.

DCIU serves 15 school districts, two technical high schools and numerous non-public schools throughout Delaware County. The IU supports 70,000 school-aged children and provides direct instruction to more than 15,000 students enrolled in DCIU’s Special Programs, Career and Technical Education and specialized programs.

In addition to interconnecting with these public-school districts, the current regional wide area network service also connects to 28 public libraries and their administrative office.

DCIU is the issuing agent for this procurement on behalf of the schools and libraries that are part of this consortium and procurement.

1.2 Administration of this RFP

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

Thomas Brown
Chief Financial and Operations Officer
Delaware County Intermediate Unit
200 Yale Avenue
Morton, PA 19070
Rwan@dciu.org

1.3 RFP Documents

The RFP documents consist of the following:

- (1) This RFP narrative document (34 pages)
- (2) Appendix A, Service Location List (included with RFP narrative document)
- (3) Appendix B, PA Prevailing Wage Rates (separate PDF document)
- (4) Appendix C, Special Construction Technical Requirements (included with RFP narrative document)
- (5) Appendix D, Price Template (separate Excel document)
- (6) Appendix E, Non-Collusion Affidavit (separate PDF document)
- (7) Appendix F, Proposal Cover Sheet (included with RFP narrative document)

1.4 Access to RFP Documents

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

<https://data.usac.org/publicreports/Forms/Form470Rfp/Index>

Make the following selections:

Funding Year: 2020

Starting Posting Date: Date of issuance of this RFP

Ending Posting Date: Current date or September 6, 2019 whichever is later.

Applicant Type: Consortium

Applicant State: PA

Applicant Billed Entity Number: 17000533 (Delaware County IU RWAN Consortium)

Service Type: All Service Types

Form Version: Current

Export: select preferred option – HTML or XLS

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

The procurement documents will be also be posted online at the DCIU web site, <https://www.dciu.org/rfp>, as a courtesy. The documents may also be accessed through the “About Us” link on the home page, www.dciu.org. The official repository for all RFP documents is the E-rate Form 470 web site.

1.5 Communications Regarding this Procurement

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

1.6 Scope of Services in this RFP

This Request for Proposal ("RFP") seeks to procure two distinctive types of services ("Service Groups"):

- 1.6.1 The next generation of a scalable Regional Wide Broadband Network (RWAN) that interconnect the school districts and libraries in the region. A Leased Lit Fiber solution or Leased Dark Fiber solution are being requested.
- 1.6.2 Internet Access Service to serve the schools and districts that are interconnected via the RWAN.

The detailed technical requirements for these services, including information about the Participating Entities, are set forth in more detail below.

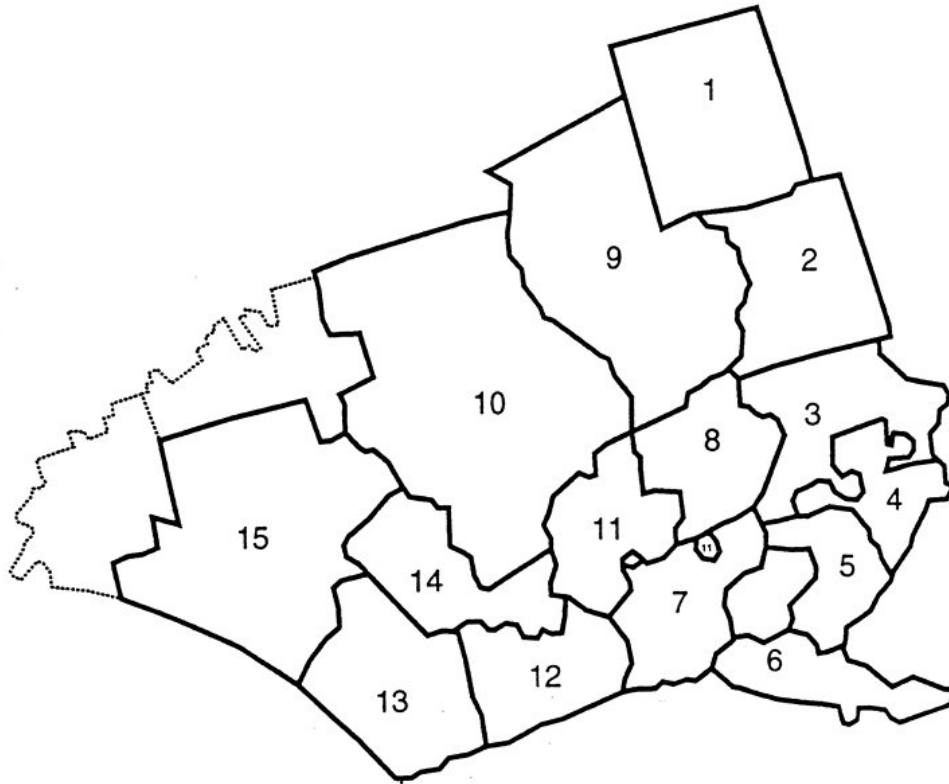
1.7 E-rate

DCIU intends to apply for discounts on the services and facilities listed in this RFP through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "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.

1.8 DCIU Regional Maps

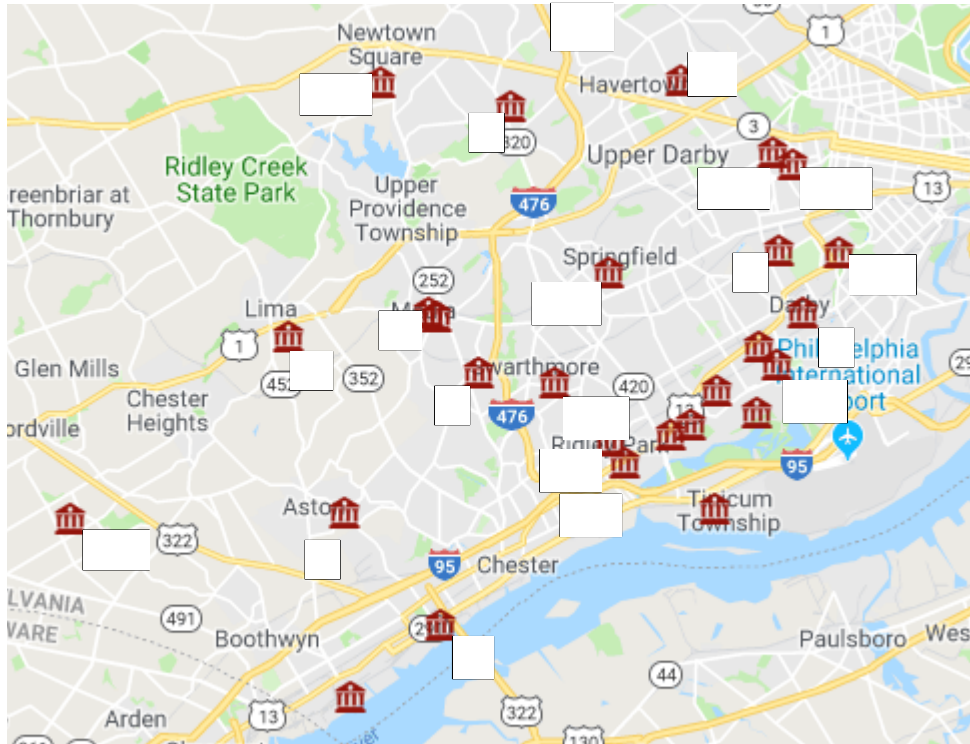
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DELAWARE COUNTY INTERMEDIATE UNIT 25 SCHOOL DISTRICTS



#	Name of School District	Community
1	Radnor Township	Radnor Township
2	Haverford Township	Haverford Township
3	Upper Darby	Upper Darby Township; Millbourne and Clifton Heights Boroughs
4	William Penn	Aldan, Colwyn, Darby, East Lansdowne, Lansdowne and Yeadon Boroughs
5	Southeast Delco	Collingdale, Folcroft and Sharon Hill Boroughs; Darby Township
6	Interboro	Glenolden, Norwood and Prospect Park Boroughs; Tinicum Township
7	Ridley	Eddystone and Ridley Park Boroughs; Ridley Township
8	Springfield	Morton Borough; Springfield Township
9	Marple Newtown	Marple and Newtown Townships
10	Rose Tree Media	Edgemont, Middletown and Upper Providence Townships
11	Wallingford-Swarthmore	Rose Valley, Rutledge and Swarthmore Boroughs; Nether Providence Township
12	Chester Upland	Chester City; Chester Township; Upland Borough
13	Chichester	Lower Chichester and Upper Chichester Townships; Marcus Hook and Trainer Boroughs
14	Penn-Delco	Aston Township; Brookhaven and Parkside Boroughs
15	Garnet Valley	Bethel and Concord Townships; Chester Heights Borough

DELAWARE COUNTY LIBRARIES
<http://www.delcolibraries.org/our-libraries>



#	Library Name	Library Address	City	State	Zip Code
1	Aston Public Library	3270 Concord Road	Aston	PA	19014
2	Darby Free Library	1001 Main Street P.O. Box 164	Darby	PA	19023
3	Haverford Township Free Library	1601 Darby Road	Havertown	PA	19083
4	Helen Kate Furness Free Library	100 N. Providence Road	Wallingford	PA	19086
5	J. Lewis Crozer Library	620 Engle Street	Chester	PA	19013
6	Lansdowne Public Library	55 S. Lansdowne Ave.	Lansdowne	PA	19050
7	Marple Public Library	2599 Sproul Road	Broomall	PA	19008-2399
8	Media-Upper Providence Free Library	1 E. Front Street	Media	PA	19063
9	Middletown Free Library	21 N. Pennell Road	Lima	PA	19037
10	Newtown Public Library	201 Bishop Hollow Rd.	Newtown	PA	19073
11	Rachel Kohl Community Library	687 Smithbridge Road	Glen Mills	PA	19342
12	Radnor Memorial Library	114 W. Wayne Ave.	Wayne	PA	19087
13	Ridley Park Public Library	107 East Ward Street	Ridley Park	PA	19078
14	Ridley Township Public Library	100 East MacDade Blvd.	Folsom	PA	19033-9505
15	Sharon Hill Public Library	246 Sharon Ave.	Sharon Hill	PA	19079
16	Springfield Township Library	70 Powell Road	Springfield	PA	19064
17	Swarthmore Public Library	121 Park Avenue	Swarthmore	PA	19081
18	Upper Darby Sellers Memorial Free Library	76 South State Road	Upper Darby	PA	19082
19	Upper Darby Sellers Municipal Branch	501 Bywood Avenue	Upper Darby	PA	19082
20	Yeadon Public Library	809 Longacre Blvd.	Yeadon	PA	19050
21	Delaware County Library System Admin Bldg.	340 N Middletown Rd Fair Acres Building 19	Media	PA	19063

A complete list of service locations is set forth in Appendix A to this RFP. The complete list includes additional buildings that are not identified on the maps above.

1.9 Estimated Timeline for this RFP (Subject to Revision) (Revised 10/23/2019)

Action	Date
Form 470 and RFP Issuance	9/6/2019
Pre-Bid Conference (virtual)	9/13/2019, 11 am EST
Deadline to Request Site Visits	9/13/2019, 5 pm
Site Visits	9/17/2019 – 9/20/2019
Deadline for Vendor Questions	9/27/2019, 5 pm Eastern
Responses to Vendor Questions Provided	10/4/2019
RFP Deadline	11/20/2019, 4 pm Eastern
Vendor Meetings to Review Proposals (virtual)	11/22/19 11/25/19 (if needed)
Issue Clarifying Questions to Vendors	11/26/2019
Deadline for Vendors' Responses to Clarifying Questions	12/10/2019
Review prices with all schools included in RFP and Verify their Current Intention to Order Services	12/12/2019 – 12/19/2019
Based on Schools' Current Intention to Order Services, issue BAFO request for Final List of Participating Entities	12/23/2019
Response for BAFO Prices Due from Vendors	1/7/2020
Bid Evaluation and Vendor Selection	1/8/2020 – 1/10/2020
Notify Vendors of Tentative Decisions Subject to Board Approval	1/13/2020
Present Recommended Contract Award(s) to DCIU Board of Directors	2/5/2020
Negotiation of Contract(s) with Vendor(s)	1/14/2020 – 1/31/2020
Circulate Service Orders and E-rate Letters of Agency to Participating Entities and Libraries for Approvals and Signatures	Week of 1/13/2020
Deadline to Receive Participating School and Library Signed Service Orders and E-rate Letters of Agency	2/28/2020
DCIU to sign RWAN and Internet Agreements upon receiving written service order agreements from each Participating School and Library	2/28/2020
Commencement of New Services	7/1/2020

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

1.10 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 Issuing Officer for information about how to access the pre-bid conference. DCIU will try to record the pre-bid conference for later viewing by interested Vendors.

1.11 Site Walkthrough Visits

DCIU seeks to ensure that all bidders have access to all required information necessary to prepare thoughtful, comprehensive and knowledgeable proposals. Site visits to service locations are available during the period from September 17 through September 20, 2019 upon prior request and scheduling. Vendors or their subcontractors are not allowed to show up at a site unannounced and will be denied entry without prior arrangements and scheduling by the Issuing Officer.

Vendors who are interested in visiting any site(s) shall contact Rwan@DCIU.org by 5 pm Eastern Time on September 13, 2019 and advise of which sites they request to visit, so that DCIU may coordinate the site visits with building personnel. Vendors are ***strongly encouraged*** to visit each building and will be required to indicate in their proposals whether they participated in the site visits and which buildings they visited. The make-ready costs of preparing each site must be incorporated into each Vendor's proposal price. Each Vendor bears the risk of incurring any and all costs that may not be incorporated into their price proposal due to their decision to not attend site visits prior to submitting their proposal. See also Section 1.35 regarding the requirement for proposals to contain firm prices.

If prospective bidders are unable to comply with the September 13, 2019 deadline for requesting site visits, DCIU will attempt to accommodate later requests for site visits but does not guarantee it will be able to accommodate such requests.

1.12 Questions about RFP

Bidders are encouraged to submit their questions via email to the Issuing Officer at their earliest convenience. These questions will be answered periodically, and the answers will be shared with all interested bidders and posted to the E-rate Form 470 web site. The deadline for submission of inquiries is on September 27, 2019, 5 pm Eastern Time. Answers will be provided no later than October 4, 2019 to all interested bidders on the email distribution list compiled in response to Section 1.5 and also will be posted to the E-rate Form 470 web site.

1.13 Deadline and Format of Proposals

1.13.1 Electronic Copy

A complete electronic proposal including all appendices, exhibits and/or attachments **in the prescribed format** is due via E-mail to by 4:00 pm Eastern time on **November 20, 2019** to the Issuing Officer's email address set forth in Section 1.2. **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) and two complete copies must be received at the Delaware County Intermediate Unit reception desk by 4:00 pm Eastern Time on **November 20, 2019** located at 200 Yale Avenue, Morton, PA 19070. The envelope is required to be marked as "RWAN RFP." If being mailed, the envelope shall be addressed to the RFP Issuing Officer as set forth in Section 1.2 above.

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

1.13.3 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 DCIU 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 DCIU 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

DCIU 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 **November 22, 2019 and November 25, 2019 (if a second day is needed)**. These meetings shall be held virtually using an online webinar interface. Vendors should reserve these dates for meetings with the DCIU RWAN RFP review committee. Upon receipt of the proposals and confirmation that the proposals are valid and complete, the Issuing Officer or his designated representative will contact each Vendor to schedule the specific date and time for the meeting. 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, DCIU 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 **November 26, 2019** with answers due from the bidders on **December 10, 2019**.

1.17 Review Participation of Schools and Libraries in RWAN

Each of the Participating schools, districts and libraries ("Participating Entities") listed in Appendix A of this RFP has consented to be included in the scope of the procurement but has reserved their decision whether they will be part of the RWAN, and to financially commit to order services and pay for their share of the associated costs, until after the proposals have been submitted and reviewed.

After receipt of proposals and responses to any clarifying questions, DCIU will contact each Participating Entity to provide the range of available services and prices. Each entity (school district,

school or library, as applicable) will be required to indicate their intention, contingent upon and subject to their board of directors' binding approval, to participate in the RWAN for the upcoming period beginning July 1, 2020.

1.18 Best and Final Offer Process

DCIU reserves the right to request Best and Final Offer ("BAFO") pricing for the final group of Participating Entities identified in response to Section 1.17 and based on the service levels that each Participating Entity intends to purchase as of July 1, 2020. The BAFO request may be issued by December 23, 2019 with responses due on January 7, 2020.

1.19 Bid Evaluation

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

1.20 Vendor Selection and Communication

The Issuing Officer intends to notify the Vendors of the decision of the bid evaluation committee by January 13, 2020. This decision and notification will be contingent upon the approval of the Delaware County IU Board of Directors; the negotiation of contract documents that are approved by the IU's solicitor and Board of Directors; and upon the IU's receipt of signed service orders and E-rate Letters of Agency from each Participating Entity.

1.21 Contract Negotiation of RWAN Contracts

DCIU will negotiate the contract language with the successful Vendor(s) for the RWAN fiber service and Internet Access Service beginning January 14, 2020 and requires the contract document to be finalized or on before January 31, 2020 so that the final contract may be presented to the Board of Directors for approval at the February 5, 2020 DCIU Board meeting.

1.22 Contract Execution

DCIU intends to present the recommended contract award(s) to its Board of Directors for approval on February 5, 2020. Upon approval of the Board, DCIU must receive each Participating Entity's Service Order in which they verify their financial commitment to pay for their proportionate share of the contract costs with the winning bidder(s). The deadline for receipt of these documents will be February 28, 2020. DCIU then intends to execute the contract documents with the successful bidder(s) by March 1, 2020.

1.23 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.

1.24 Non-Discrimination Statement

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

1.25 Modification or Withdrawal of Proposals

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

1.26 Publicity

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

1.27 Security Background Clearances

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

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

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

1.28 Pennsylvania Prevailing Wage

The Pennsylvania Prevailing Wage Act requires public works project to comply with the law. Public work is defined as: "Construction, reconstruction, demolition, alteration or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of \$25,000." Each Bidder is responsible for determining whether the Act governs the proposal being submitted, and if applicable, ensuring its proposal includes prices that comply with the Pennsylvania Prevailing Wage Act. Attached in Appendix B is information relating to Pennsylvania Prevailing Wage Act including the specific governing rates. Please refer to the applicable regulations that must be followed:

<http://www.dli.pa.gov/Individuals/Labor-Management-Relations/Documents/r-5.pdf>.

Specifically, all conditions prescribed in Section 9.103 of those regulations are required to be included in the parties' agreement between DCIU and the successful bidder. Bidders shall disclose in their proposals whether they believe that the prevailing wage requirements govern their proposed scope of work.

1.29 Tax Exempt Status Considerations

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

1.30 Universal Service Fee Assessment on Interstate Services

The services being procured in this RFP are classified as "Interstate" under the Federal Communications Commission's regulations because the regional wide area network service and facilities will be used predominantly to access the Internet.

1.31 Compensation for Failure to Timely Perform

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

1.32 Additional Information for Vendors

The Issuing Officer reserves the right to

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

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

1.32.3 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;

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

- 1.32.5 Request Vendors to clarify their RFP proposals; and
- 1.32.6 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.

1.33 Reasons for Disqualification of Proposals

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

- 1.33.1 Vendor's proposal is incomplete and/or submitted after the deadline.
- 1.33.2 Vendor is on Red Light Status with the FCC.
- 1.33.3 Vendor is delinquent on a debt to a state or federal governmental agency or entity.
- 1.33.4 Vendor is not authorized to do business in Pennsylvania.
- 1.33.5 Vendor's proposal contains material deficiencies and fails to contain the minimum requirements as set forth in Section 5 and its subparts thereof.
- 1.33.6 Vendor fails to complete and submit the price template in the prescribed format.
- 1.33.7 Vendor fails to agree to the required terms and conditions herein including but not limited to the compensation for timely non-performance and failure to meet service level commitment.
- 1.33.8 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.
- 1.33.9 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.

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

1.34 Right to Reject

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

1.35 Firm Prices Required

All pricing quoted in an RFP response and any subsequent quotes for Best and Final Offer must be valid through the entirety of the E-rate review process and through the provisioning of service for

each endpoint. In the event that the Vendor chooses to incorporate subcontractors into their proposal, Vendor is responsible for ensuring the subcontractor's price quotes are firm and may not be excused from performance of the contract or impose additional charges to DCIU due to potential increases in the subcontractor's price. Contract awards will be based on firm prices and the awarded contracts will exclude financial hardship as a reason to invoke a force majeure.

2 TECHNICAL REQUIREMENTS

2.1 Overview – Service Groups

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

- 2.1.1 Service Group 1 - RWAN Leased **Lit Fiber** service (without Internet Access) to interconnect the schools and libraries in the DCIU region.
- 2.1.2 Service Group 2 – RWAN Leased **Dark Fiber** Service or Dark Fiber Indefeasible Right of Use (“IRU”) to interconnect the schools and libraries in the DCIU region.
- 2.1.3 Service Group 3 - Internet Access Service (with and without transport) to provide Internet Access Service to the schools and the districts that are interconnected to the RWAN.

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

2.2 Vendor Bidding Options

A Vendor may choose to submit a proposal that includes the provision of 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 Internet service under Section 2.1.2. However, all of the service locations in each Service Group must be included in the Vendor’s proposal regardless of whether the Vendor submits a proposal for one or both of the Service Groups in Section 2.1. For example, Vendors submitting a proposal under Section 2.1.1 for either or both Leased Lit Fiber or Leased Dark Fiber must include a base proposal to serve all of the locations listed in Appendix A and Appendix D to be deemed an acceptable proposal that meets the minimum bid specifications set forth in Section 1.33.

2.3 Service Locations – Service Group 1 Leased Fiber

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

2.4 RWAN Hub Site

Service is required to originate at the DCIU administrative building and interconnect with the other service locations set forth in Appendices A and D. Service Providers proposing Leased Lit Fiber or Dark Fiber service may suggest their own RWAN design, provided that the hub location is:

Delaware County Intermediate Unit
Education Service Center
200 Yale Avenue
Morton, PA 19070

2.5 Technical Requirements for Leased Lit Fiber Service (Without Internet) and Leased Dark Fiber Service – Overview

- 2.5.1 This section governs Service Group 1, Leased Lit Fiber and Service Group 2 - Leased Dark Fiber.
- 2.5.2 In creating a network design to fulfill the requirements of this RFP, Vendors are strongly encouraged to leverage and incorporate existing fiber facilities in their proposals, either through direct ownership or through third party subcontract relationships. The expectation is that the price of service that leverages existing resources will be more cost-effective and more capable of being timely implemented than proposals that require significant construction of new facilities.
- 2.5.3 At each service location, the Vendor must install and connect its facilities to an existing network closet located at each designated demarcation address as set forth in Appendix D. See also Appendix A for the list of service locations.
- 2.5.4 Service shall be provisioned to all sites to begin July 1, 2020. Vendors must indicate in their proposals whether they will be able to meet the July 1, 2020 in-service date for each site, and if not, indicate the date by which service will be available.
- 2.5.5 The Vendor must agree to terminate the connection at the DCIU Internet Service Provider (ISP) rack and must agree to interconnect with any ISP provider contracted by DCIU. Any additional interconnection costs must be included in the Vendor's price proposal.

2.6 Leased Lit Fiber (Without Internet Access)

- 2.6.1 This section governs Leased Lit Fiber proposals under Service Group 1.
- 2.6.2 This service option is a fully managed, Layer 2 or Layer 3 Leased Lit Fiber service from the hub to the specified Participating Entity sites. The Vendor must supply and manage all equipment to provision the service including edge devices (switches) to light the fiber at each service location. The Vendor shall specify in their proposal whether the service is Layer 2 or Layer 3.
- 2.6.3 Transmission bandwidth speeds are required to be symmetrical and are required to be bid for the service levels listed in Appendix D, Price Template. The base proposal is a combination of 1 Gbps and 10 Gbps bandwidth transmission speeds based on current service being delivered to each location along with 40 Gbps to the hub site. Prices for additional service levels of 40 Gbps and 100 Gbps are requested.
- 2.6.4 The bandwidth needed at each site will depend on the term (the longer the term, the higher the potential bandwidth requirement), the number of students or size and density of the library served by each transport connection, and the network design proposed by the respondent.
- 2.6.5 Describe the demarcation set up included in the proposal price such as, for example, shelf with set-top box CPE and Cat6a handoff or another proposed handoff that is acceptable to DCIU.
- 2.6.6 The "Lit Pricing Sheet" worksheets in Appendix D includes pricing for symmetrical service

from the hub to each service location for the transmission speeds listed above, for an initial contract term of 60 months and 120 months with five one-year optional voluntary extensions. Prices should be all inclusive. All-inclusive in this case means, including all special construction, other nonrecurring costs, and shall be inclusive of all taxes and surcharges. The taxes and surcharges may be separately itemized from the base charge if billed separately. No price increases will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

- 2.6.7 Prices shall be itemized on a postal rate base for the same transmission speed. For example, all circuits for 1 Gbps service shall be priced at the same amount and all circuits for 10 Gbps service shall be priced at the same amount.
- 2.6.8 Each Leased Lit Fiber service proposal must also include description of the technical proposal, SLA, timeline, network diagram, demarcation, references.
- 2.6.9 Service Level Agreement – Leased Lit Fiber Service. A Service Level Agreement is required for Leased Lit Fiber Service. The following parameters shall be incorporated:
 - 2.6.9.1 Network Availability: The Vendor shall make all reasonable efforts to ensure 99.99% network availability on each individual circuit of each service location.
 - 2.6.9.2 The Vendor must describe in their proposal the methodology for measuring and reporting unscheduled outages on a circuit by circuit basis and shall include the provision of monthly service reports at a minimum.
 - 2.6.9.3 Vendors shall describe their capability to provide monitoring reports and other tools to allow for DCIU to have visibility into the real time performance of the service.
 - 2.6.9.4 Minimum service performance standards that each Vendor must fulfill, per circuit to service location:
 - 2.6.9.5 Frame/packet loss .25% commitment
 - 2.6.9.6 25ms Network Latency Commitment
 - 2.6.9.7 10ms Network Jitter Commitment
 - 2.6.9.8 The Vendor will not rate limit or throttle the capacity of the service at any time for any reason
 - 2.6.9.9 For violations of the service performance standards the following credit schedule shall apply for the specific circuit that fell below the service performance standard. The Vendor shall be obligated to measure network performance and provide service credits automatically when the SLA provisions are activated.

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

2.7 Leased Dark Fiber/IRU

- 2.7.1 This section governs Leased Dark Fiber proposals, both a traditional lease and an IRU, under Service Group 2.
- 2.7.2 This Service Group is for a Leased Dark Fiber/IRU solution from the hub to the specified eligible applicant sites that includes special construction, the IRU fee, fiber maintenance costs, and network operations costs.
- 2.7.3 IRU fees can be billed as an upfront balloon payment or a month to month service fee for the requested terms.
- 2.7.4 Maintenance monthly fees must be itemized and bid separately from the dark fiber lease/IRU fee.
- 2.7.5 For Leased Dark Fiber, Vendors shall quote a 20-year IRU price and a 10-year IRU price for two (2) and four (4) 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 20-year and 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.
- 2.7.6 Vendors may provide prices in addition to the IRU or in lieu of the IRU price for a standard dark fiber lease of a 10-year or 20-year term initial term.
- 2.7.7 Vendors shall complete the price template in the form specified in Appendix C for the dark fiber option. Proposals that offer pricing with most of the costs being paid up-front and minimal annual maintenance costs will be viewed favorably when comparing proposals. If non-amortized or 'up-front' special construction charges are requested by the Vendor for the fiber in the form of an IRU arrangement, it is expected that there will be significant reductions from prevailing market rates for the IRU fee and annual maintenance charges.
- 2.7.8 All Leased Dark Fiber solutions must be comprised of single mode fiber end to end.
- 2.7.9 All Leased Dark Fiber solutions, whether comprised of newly constructed fiber or existing fiber, must include the final testing outlined in Appendix C.
- 2.7.10 Maintenance of Dark Fiber including ongoing maintenance of the fiber on all dark fiber leases or IRUs must be included.
 - 2.7.10.1 Maintenance must be itemized as a separate line item cost in the Appendix D price template. Maintenance is a mandatory service to be included in a dark fiber proposal in order to meet the minimum bid specifications. The Vendor may provide the service or may rely on a subcontractor, who shall be identified as such, and the Vendor must certify that the subcontractor will be bound by the Vendor's SLA.
 - 2.7.10.2 The maintenance fee shall be only for the facilities being leased to DCIU. 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 DCIU.
 - 2.7.10.3 If maintenance cannot be quoted for the entire time period of the dark fiber lease or IRU, the Vendor shall describe the alternate time period governing the maintenance fee, and an explanation of why a shorter term is necessary for the maintenance

service.

- 2.7.10.4 In the event of a catastrophic occurrence, such as a fiber cut or required fiber relocation, the Vendor is financially liable for all associated costs. As part of the maintenance contract for an IRU, describe the process for relocates including assumption of costs.
- 2.7.10.5 The Vendor shall maintain the applicable fiber seven days per week, twenty-four hours per day and shall automatically detect any malfunction of the fiber facilities. When a fiber malfunction occurs, the Vendor shall acknowledge and inform DCIU of the malfunction and shall respond to such malfunction within one (1) hour. Thereafter the Vendor shall correct the malfunction with reasonable diligence. In no case shall resumption of service require more than four (4) hours even if a temporary solution is required.
- 2.7.10.6 The maintenance proposal shall include an overview of fiber maintenance practices including:
 - 2.7.10.6.1 Routine maintenance and inspection
 - 2.7.10.6.2 Scheduled maintenance windows and scheduling practices for planned outages
 - 2.7.10.6.3 Marker and handhole inspection and repair for buried plant
 - 2.7.10.6.4 Handling of unscheduled outages and customer problem reports
 - 2.7.10.6.5 What service level agreement is included, and what alternative service levels may be available at additional cost
 - 2.7.10.6.6 What agreements are in place with applicable utilities and utility contractors for emergency restoration
 - 2.7.10.6.7 Repair of fiber breaks
 - 2.7.10.6.8 Post repair testing
 - 2.7.10.6.9 Mean time to repair
 - 2.7.10.6.10 Replacement of damaged fiber
 - 2.7.10.6.11 Replacement of fiber which no longer meets the technical specifications described in Appendix C of this RFP.
 - 2.7.10.6.12 Policies for customer notification regarding maintenance
 - 2.7.10.6.13 Process for changing procedures, including customer notification practices
 - 2.7.10.6.14 Process for moves adds and changes
 - 2.7.10.6.15 All costs related to and the process for responding to locate requests for buried plant

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

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

- 2.8.2 A Vendor may propose Special Construction charges for either or both a Leased Lit Fiber service solution and a Leased Dark Fiber service/IRU solution. One-time new construction/special construction costs may be bid separately from the itemized monthly recurring charge, or if the Vendor prefers, the monthly recurring charge may recoup all costs of provisioning the new services in which case there would not be a Special Construction one-time charge.
- 2.8.3 Special Construction Charges includes (1) construction of network facilities; (2) design and (3) engineering and project management. Project management should include all necessary paperwork and permits including but not limited to rights of way, easements, pole attachments, scheduling and coordination of fiber circuit installation and termination, etc.
- 2.8.4 The technical requirements governing the special construction of fiber are set forth in Appendix C.
- 2.8.5 The Vendor must indicate in their proposal whether they are willing to accept payment of the non-discount share of special construction in four (4) annual installment payments. DCIU has selected this preference on its Form 470 being issued in conjunction with the issuance of this RFP.
- 2.8.6 Vendor must describe plan to source and secure all easements and permits and associated project timeline.
- 2.8.7 Vendor must provide a list of subcontractors and their proposed plan to provide turnkey project management to accomplish the installation/construction of all project work as outlined in Appendix C.
- 2.8.8 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 C, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- 2.8.9 Vendor must describe their process for developing a project management plan which shall include a milestone chart. The milestone chart will outline any critical path events and then track these with DCIU. The milestone chart shall be available electronically to DCIU technical staff during the implementation phase.
- 2.8.10 Vendor shall identify and provide the credentials of the individual who will serve as a dedicated point of contact throughout the build and installation phase and who shall provide regular updates on the progress of construction.
- 2.8.11 Vendors must complete the price proposal for Special Construction charges in the format specified in Appendix D, Price Template.
- 2.8.12 Vendor must certify their agreement to bear financial responsibility for the costs associated with additional strands of fiber and exclusion of such costs from the price proposal. To the extent that the Vendor requests Special Construction charges and installs additional strands of fiber for future business ventures, the Vendor assumes full responsibility to ensure those costs are allocated out of the Special Construction fees charged to DCIU as applicable. If

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

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 DCIU.

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	1.5" conduit required \$2.35 per foot	40 cents per foot
	Handhole (40,000 lb rated) \$2695 per unit	Handhole (40,000 lb rated) \$2695 per unit	No cost difference for handhole
	Fiber Marker \$30 per unit	Fiber marker \$30 per unit	No cost difference per marker
Fiber Installation Labor	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials Installation (conduit, markers, handholes)	\$2.85 per foot	\$3.10 per foot	25 cents per foot
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference

2.9 Category 1 Equipment with Leased Dark Fiber Service/IRU

This section governs Leased Dark Fiber/IRU proposals under Service Group 2.

DCIU already has installed network equipment and edge equipment to operate its existing dark fiber network. Proposals for network equipment to light the fiber, therefore, are not required or needed.

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

- 2.10.1 This section governs Dark Fiber Service proposals under Service Group 2.
- 2.10.2 The management and operations costs are for overseeing the technical support of the circuits and network equipment once the Leased Dark Fiber (IRU or traditional lease) is available for service. Include price details in the “Annual Management” columns in the dark fiber lease/IRU price worksheet in Appendix D.
- 2.10.3 This service shall include provisioning each circuit into service at different bandwidth levels, managing each fiber run between the hub and the eligible entity location, installation and configuration of equipment at the network hubs(s) and each service location.
- 2.10.4 This service category must be bid either as a stand-alone service or separately priced and itemized in a Leased Dark Fiber or Leased Dark Fiber IRU proposal.
- 2.10.5 The annual cost should include the following features and services:
 - 2.10.5.1 Manage initial inquiry and contracts needed to place equipment and cross connect to the Internet provider at the co-location facility.
 - 2.10.5.2 Installation and configuration of equipment to put circuits into service.
 - 2.10.5.3 Network monitoring on a 24x7x365 basis.
 - 2.10.5.4 Creation and communication of service tickets with the maintenance service provider for the network and with DCIU.
 - 2.10.5.5 Incident response with timing standards that are in accordance to a Vendor- provided service level agreement that meets general industry standards
 - 2.10.5.6 Other industry standard provisions of broadband service technical support.
 - 2.10.5.7 Re-provisioning of equipment necessary to put circuits back into service after an outage.
- 2.10.6 The Vendor must agree to the following Service Level Agreement for Category 1 Management and Operations Service:
 - 2.10.6.1 Network Availability: The Vendor shall make all reasonable efforts to ensure 99.99% network availability on each individual circuit of each service location.
 - 2.10.6.2 The Vendor must describe in their proposal the methodology for measuring and reporting unscheduled outages on a circuit by circuit basis and shall include the provision of monthly service reports at a minimum.
 - 2.10.6.3 Vendors shall describe their capability to provide monitoring reports and other tools to allow for DCIU to have visibility into the real time performance of the service. The Vendor shall provide access to web-based monitoring tools and/or grant read-only access to the performance monitoring of all connected equipment and facilities.
 - 2.10.6.4 Minimum service performance standards that each Vendor must fulfill, per circuit to service location:
 - 2.10.6.5 Frame/packet loss .25% commitment
 - 2.10.6.6 25ms Network Latency Commitment

- 2.10.6.7 10ms Network Jitter Commitment
- 2.10.6.8 The Vendor will not rate limit or throttle the capacity of the service at any time for any reason
- 2.10.6.9 For violations of the service performance standards the following credit schedule shall apply for the specific circuit that fell below the service performance standard. The Vendor shall be obligated to measure network performance and provide service credits automatically when the SLA provisions are activated.

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

2.11 Internet Access Service – Service Group 3

This section governs Service Group 3. DCIU seeks proposals for a two-year initial term contract with up to five (5) years of voluntary extensions for Internet Access Service for 10 Gbps and 20 Gbps of Internet scalable to 100 Gbps over the life of the contract. There are two options for bidding Internet Access Service:

2.11.1 Internet Access Service Bundled with Transport

The Vendor must provide the Internet Access Service (“commodity” Internet) and the transport circuit to interconnect to the RWAN at one or both of the two hub sites noted in Section 2.4.

2.11.2 Commodity Internet

The Vendor must indicate the precise point of interconnection that DCIU must reach through leased fiber transport facilities to receive the commodity Internet Access Service. The Vendor must also include any cross-connection fees to connect to a third-party Vendor’s transport facilities at the point of interconnection.

For proposals submitted pursuant to this subsection, DCIU will need to consider the cost of transport facilities to interconnect with the Vendor’s Point of Presence and consider such costs in evaluating this option, compared to the price of bundled Internet proposals submitted pursuant to Section 2.11.1.

2.11.3 As part of the Internet Access Service, Vendor are required to describe the 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.

2.11.4 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.

2.11.5 Service Level Agreement. ISP Service must be subject to a Service Level Agreement. The following parameters shall be incorporated:

2.11.5.1 ISP Service Availability: The Vendor shall make all reasonable efforts to ensure 99.99% network availability on the ISP service

2.11.5.2 Vendors shall describe their capability to provide monitoring reports and other tools to allow for DCIU to have visibility into the real time performance of the ISP 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.

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

2.11.5.4 Frame/packet loss .25% commitment

2.11.5.5 25ms Network Latency Commitment -Round Trip from Hub to nearest NAP (NY or Washington)

2.11.5.6 10ms Network Jitter Commitment

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

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

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

2.12 Customer Service Support Services for Service Groups 1, 2 and 3

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

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

- 2.12.2 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.
- 2.12.3 Upon contact from the Customer, describe the Vendor's process for initiating a response that addresses the customer's concern.
- 2.12.4 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.
- 2.12.5 Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
- 2.12.6 Trouble Reporting, Escalation and Resolution: Describe the Vendor's trouble reporting and escalation resolution plan.
- 2.12.7 Measurement: Vendor stated commitment is to respond to any outage within one (1) hour of a Leased Dark Fiber cut a Leased Lit Fiber or managed service outage and a four (4) hour restoration of service for all services, even if restoration is a temporary fix. The time for computing this interval shall begin when the Customer contacts the Vendor and identifies the problem, or the Vendor detects a malfunction/outage from the required 24x7x365 monitoring.
- 2.12.8 Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
- 2.12.9 Link Performance per segment: The service will maintain the proposed Link Performance throughout the term of the contract.
- 2.12.10 Historical uptime: Provide aggregate uptime statistics and bandwidth usage for the Vendor's proposed service in the geographic region covered in this RFP.

3 E-RATE REQUIREMENTS

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

3.1 Service Provider Identification Number (SPIN)

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

3.2 Lowest Corresponding Price.

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

DCIU 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/si/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 DCIU 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 DCIU 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 DCIU for charges deferred based on this provision. Under no circumstance shall DCIU or the Issuing Officer be liable for charges incurred by DCIU during such a billing and service arrangement should DCIU not receive any portion of its expected funding approval due to action or inaction by Vendor which results in a full or partial denial of funds requested.

3.5 FCC Registration Number

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

3.6 Invoicing

- 3.6.1 Separate Itemization of E-rate Eligible and Ineligible Services is required. Vendor must separately itemize the cost of E-rate eligible and ineligible products and/or services. To determine what items are eligible, visit the E-rate Eligible Services List at www.usac.org/sl or call the SLD Client Service Bureau at 888-203-8100. This requirement applies to services provided to E-rate eligible entities and other state entities that are not eligible for E-rate. Vendor must provide unit pricing to enable the state to compute the bid price of services provided to K-12 schools.
- 3.6.2 Should the same Vendor be awarded the RWAN service and Internet contracts, separate monthly invoices must be issued for each service.
- 3.6.3 Each Vendor invoice must clearly state the exact service being delivered, the entity receiving service, and the monthly rate.

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

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

3.8 Investigations of Vendors

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

4.2.1 Default

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

Participating Entity Withdrawal from DCIU Network - DCIU will require the awarded contract to allow for termination of service to one or more Participating Entities during the initial term if the Participating Entity opts to terminate its participation, and to minimize any early termination fees.

4.3 Closings or Moves

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

In the event that a District RWAN member requires the relocation of its service, Vendor will cooperate with DCIU to effectuate the move as cost effectively as possible. Any non-recurring charges for such relocations are expressly contemplated under this RFP and shall be addressed in the contract negotiated with the selected Vendors. For any school or library closing that may occur, the proportionate share of the costs of serving that building shall be deducted from the monthly recurring charge for the remaining term of the contract without any early termination charge.

4.4 Commencement of Service

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

4.5 E-rate Funding Contingency

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

4.6 Submission of Proposed Contract and Negotiation

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

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

4.7 Service Delivery Delay and Service Level Performance

The final contract language negotiated with the winning Vendors for Leased Lit Fiber service or dark fiber service/IRU, and/or Internet Access Service must include compensatory payments for non-performance of contracted obligations via Performance Service Level Agreement (Performance SLA) (See Section 2.6.9, 2.11.5) and Delivery Service Level Agreement (Delivery SLA) language for all contract awards.

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, 2020 to the extent feasible, or later if the July 1, 2020 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 disqualified from this procurement.

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 of Contract Prior to End of Term

DCIU may terminate or cancel any awarded contract(s) at any time, without cause, by providing 365 business days/One Calendar Year's advance written notice to the awarded Vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded Vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise

returned in accordance with the return policy of the awarded Vendor(s). If the awarded Vendor(s) was paid for goods not yet provided as of the date of termination, the awarded Vendor(s) shall immediately refund such payment(s). If DCIU terminates any awarded contract(s) in accordance with this paragraph, DCIU shall retain all rights and remedies allowed by law.

DCIU reserve the right to terminate with cause by providing fourteen (14) days' notice.

4.10 Termination for Non-Appropriation

DCIU'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, DCIU 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.

4.11 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.

4.11.1 Subcontracting

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

4.11.2 Proof of Insurance

Proof of insurance from Vendor will be required. Vendor shall indemnify and hold harmless DCIU 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. DCIU will not be subject to any similar indemnification clause and will not waive any governmental immunity protections.

4.11.3 Access to Contract Related Documentation

Vendor hereby authorizes the inspection, review and copying of (and shall deliver to Issuing Officer copies of) all contracts and documents that pertain or relate to the performance of the contract. Vendor shall be obligated to keep the contracts and documents referred to in

the above paragraph during the effective period(s) of this contract and for a period of ten years after the final payment of this contract.

4.11.4 As-Built Drawings

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

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

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

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

4.11.7 Changes or Discontinuance of Service

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

4.11.8 Tax Certification

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

4.12 Closings and/or Relocations

4.12.1 In the event that a site that is interconnected to the RWAN is closed permanently, or a charter school does not obtain approval to renew their charter, DCIU requires the Vendor to allow for early termination of the service to the closed site without incurring any penalty or charge for the duration of the term of the contract.

4.12.2 In the event that the interconnection point on the RWAN for a site is in a building that closes, and the interconnection point must be relocated to another building, DCIU 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.

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 DCIU will consider any omitted response to any numbered item as a negative response to that particular requirement. Responding Vendors are not permitted to change or supplement any part of their RFP response after the deadline for the submission of proposals.
- 5.1.3 A Word version of the RFP has been uploaded to the E-rate 470 website and to the DCIU web site to enable Vendors to prepare their responses. Alteration of any of the RFP terms and conditions is strictly prohibited.

5.2 Technical Proposal

In describing the proposed service or solution, the Vendor is required to address all technical requirements set forth in Section 2 and Appendix 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 DCIU.
- 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 DCIU, (or ESASD and DVSD if applicable) if they are placed on Red Light Status with the FCC.

5.5 References

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

5.6 Non-Collusion Affidavit

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

5.7 Proposal Cover Sheet

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

5.8 Good Faith Negotiation

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

5.9 Contact Person Authorized to Negotiate Contract

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

5.10 Contact Person for Questions

Vendor is required provide contact name and contact information where questions related to the proposal can be directed with statement certifying that this person (or his/her authorized representative) will be available in February and March of 2020 in order to assist with the completion of E-rate Form 471 applications submitted by DCIU as requested.

5.11 Financial Information

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

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

5.12 Timeline for Installation

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

6 EVALUATION

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

Other factors may include:

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

DELAWARE COUNTY IU RWAN RFP

APPENDIX A

SERVICE LOCATIONS FOR LEASED LIT FIBER OR DARK FIBER SERVICE/IRU

Item #	Entity Name	Address	Termination Point	Current Gbps
1	Education Service Center	200 Yale Ave, Morton, PA 19070	Not applicable - hub site	40
2	Chester Community Charter School - East Campus Building B	214 East Fifth St, Chester, PA 19013	Delaware County IU Hub Site	10
3	Chester High School	200 West 9th Street, Chester, PA	Delaware County IU Hub Site	10
4	Chichester SD Admin Building	401 Cherry Tree Rd, Aston, PA 19014	Delaware County IU Hub Site	10
5	Delaware Co Technical HS - Aston	100 Crozerville Rd, Aston, PA 19014	Delaware County IU Hub Site	1
6	Delaware Co Technical HS - Folcroft	701 Henderson Blvd, Folcroft, PA 19032	Delaware County IU Hub Site	1
7	Marple Education Campus	85 N. Malin Rd, Broomall, PA 19008	Delaware County IU Hub Site	1
53	County Alternative High School	710 South Old Middletown Rd, Media, PA 19064	Delaware County IU Hub Site	10
8	Internet Transport	401 North Broad St, Philadelphia	Delaware County IU Hub Site	40
9	Garnet Valley High School	552 Smithbridge Rd, Glen Mills, PA 19342	Delaware County IU Hub Site	10
10	Haverford SD Admin Building	50 E Eagle Rd, Havertown, PA 19083	Delaware County IU Hub Site	10
11	Interboro Admin Building	900 Washington Ave, Prospect Park, PA 19076	Delaware County IU Hub Site	10
12	Marple Newtown SD Admin Building	40 Media Line Rd, Media, PA	Delaware County IU Hub Site	10
13	Penn Delco Service Center	3000 Dutton Mill Rd, Aston, PA 19014	Delaware County IU Hub Site	10
14	Radnor Township Administrative Building	135 S Wayne Ave, Wayne, PA	Delaware County IU Hub Site	10
15	Ridley SD Admin Building	901 Morton Ave, Folsom, PA	Delaware County IU Hub Site	10
16A	Rose Tree SD Admin Building	308 N Olive St, Media, PA	Delaware County IU Hub Site	10
16B	Penncrest High School	134 Barren Rd, Media, Pa 19063	Delaware County IU Hub Site	10
17	Academy Park High School	300 Calcon Hook Rd, Sharon Hill, PA 19079	Delaware County IU Hub Site	10
18	Delco Academy	800 MacDade Blvd, Collingdale, PA 19023	Delaware County IU Hub Site	10
19	Springfield SD Admin Building	111 W Leamy Ave, Springfield, PA	Delaware County IU Hub Site	10
20	Upper Darby High School	601 N Lansdowne Ave, Drexel Hill, PA 19026	Delaware County IU Hub Site	10
21	Admin Building/Strath Haven Middle School	200 S. Providence Rd, Wallingford, PA 19086	Delaware County IU Hub Site	10
22	William Penn SD Admin Building	100 Green Ave, Lansdowne, PA 19050	Delaware County IU Hub Site	10
23	Aston Free Library	3270 Concord Rd, Aston, PA 19014	Delaware County IU Hub Site	1
24	Darby Free Library	1001 Main St, Darby, PA 19023	Delaware County IU Hub Site	1
25	Delaware County Library System - Admin Office	340 N Middletown Rd, Fair Acres, Building 19, Media, PA 19063	Middletown Public Library	1

26	Haverford Township Free Library	1601 Darby Rd, Havertown, PA 19063	Delaware County IU Hub Site	1
27	Helen K Furniss Library	100 N. Providence Rd, Wallingford, PA 19086	Delaware County IU Hub Site	1
28	J Lewis Crozer Library	620 Engle St, Chester, PA 19013	Delaware County IU Hub Site	1
29	Lansdowne Library	55 S Lansdowne Ave, Lansdowne, PA	Delaware County IU Hub Site	1
30	Marple Public Library	2599 Sproul Rd, Broomall, PA 19008	Delaware County IU Hub Site	1
31	Media-Upper Providence Free Library	1 E. Front St, Media, PA 19063	Delaware County Courthouse	1
32	Memorial Library of Radnor Twp	114 W. Wayne Ave, Radnor, PA 19087	Delaware County IU Hub Site	1
33	Middletown Public Library	21 N. Pennell Rd, Lima, PA 19037	Delaware County Courthouse	1
34	Newtown Public Library	201 Bishop Hollow Rd, Newtown, PA 19073	Delaware County IU Hub Site	1
35	Rachel Kohl Community Library	687 Smithbridge Rd, Glen Mills, PA 19342	Delaware County IU Hub Site	1
36	Ridley Township Public Library	100 East MacDade Blvd, Folcroft, PA 19033	Delaware County IU Hub Site	1
37	Springfield Township Library	70 Powell Rd, Springfield, PA 19064	Delaware County IU Hub Site	1
38	Swarthmore Public Library	121 Park Ave, Swarthmore, PA 19081	Delaware County IU Hub Site	1
39	Upper Darby Sellers Library - Memorial Branch	76 S. State Rd, Upper Darby PA 19082	Delaware County IU Hub Site	1
40	Upper Darby Sellers Library - Municipal Branch	501 Bywood Ave, Darby, PA 19082	Delaware County IU Hub Site	1
41	Upper Darby Sellers Library - Primos Branch	409 Ashland Ave, Secane, PA 19018	Delaware County IU Hub Site	1
42	Yeadon Public Library	809 Longacre Blvd, Yeadon, PA 19050	Lansdowne Library	1
43	COSA (County of Delaware Services for Aging) Building	206 Eddystone Ave, Crum Lynne, PA	Chester High School	1
44	Delaware Co. Family Center at Mercy Fitzgerald Campus	St. Bernard Hall, 2nd Floor, 1515 Lansdowne Ave, Darby, PA 19023	Delaware County IU Hub Site	1
45	Delaware County 911 Center	360 N Middletown Rd, Media, PA	Delaware County Library System - Admin Office	1
46	Delaware County Adult Probation	151 W 5th St, Chester, PA	Chester High School	1
47	Delaware County Children and Youth Services - Eddystone Office	1510 Chester Pike Suite 102 S, Eddystone, PA 19022	Delaware County IU Hub Site	1
48	Delaware County Children and Youth Services - Upper Darby Office	20 S 69th St, Upper Darby, PA 19082	Delaware County IU Hub Site	1
49	Delaware County Court House	201 W Front St, Media, PA 19063	Delaware County IU Hub Site	1
50	Delaware County Juvenile Detention Center	370 N. Middletown Rd, Lima, PA 19037	Delaware County Library System - Admin Office	1
51	Family Support Center at Brookline School	1103 Earlington Rd, Haverford, PA	Delaware County IU Hub Site	1
52	Delaware County Prison	19373 Cheyney Rd, Thorton, PA 19373	Delaware County IU Hub Site	1
54	Delaware County Community College, Marple Campus	901 S. Media Line Road, Media, PA 19063	Delaware County IU Hub Site	10

**DELAWARE COUNTY IU RWAN RFP
APPENDIX B
PENNSYLVANIA PREVAILING WAGE ACT SCHEDULE
SEPARATE PDF DOCUMENT**

DELAWARE COUNTY IU RWAN RFP
APPENDIX C
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 sub Vendor or DCIU. The documents must be available electronically to DCIU 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.
- DCIU 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 DCIU.
- 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 DCIU. 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 DCIU with the db loss of each fiber segment.
- Vendor shall be responsible for submitting the appropriate ULOCO locate requests.
- DCIU 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 DCIU 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.
- DCIU 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 DCIU 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 DCIU designate/decide on all termination locations, whether in-building, outside plant or in customer premises. This will include all hand-hole or manhole locations
- Vendor will in conjunction with officials of DCIU designate/decide on all field splice locations, in-building splice locations (if applicable), or other splice locations necessary to connect the network.
- Refer to RFP Section 2.5.2 that requires the use of existing facilities to the extent possible.

Cable and Hardware Approval

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

Final Inspection

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

Communications

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

DELAWARE COUNTY IU RWAN RFP
APPENDIX D
PRICE TEMPLATE
SEPARATE EXCEL DOCUMENT

Worksheets include:

Service Group 1 Leased Lit Fiber

Base Proposal – 60 months, 5 one-year renewals.

Base Proposal – 120 months, 5 one-year renewals.

40 Gbps Leased Lit Fiber Service – 60 Month initial term, 5 one-year renewals.

40 Gbps Leased Lit Fiber Service – 120 Month initial term, 5 one-year renewals.

100 Gbps Leased Lit Fiber Service – 60 Month initial term, 5 one-year renewals.

100 Gbps Leased Lit Fiber Service – 120 Month initial term, 5 one-year renewals.

Service Group 2 Dark Fiber

2 Strand, Traditional lease or IRU - 120 Month initial term for traditional lease, 10 Year IRU, 20 Year IRU, , 5 one-year renewals for 10-year initial term.

4 Strand, Traditional lease or IRU - 120 Month initial term for traditional lease, 10 Year IRU, 20 Year IRU, 5 one-year renewals for 10-year initial term.

Service Group 3 Internet Access Service

Internet bundled with Leased Lit Fiber transport

Commodity Internet (without transport)

Equipment

Category 1 Managed Equipment

Category 1 Purchased Equipment

**DELAWARE COUNTY IU RWAN RFP
APPENDIX E
NON-COLLUSION AFFIDAVIT
SEPARATE PDF DOCUMENT**

**DELAWARE COUNTY IU RWAN RFP
APPENDIX F
PROPOSAL COVER SHEET**

RESPONDENT/BIDDER NAME	
RESPONDENT ADDRESS	
CONTACT NAME	
CONTACT TITLE	
CONTACT TELEPHONE	
CONTACT EMAIL	
SCOPE OF PROPOSAL CHECK ALL THAT APPLY	RWAN LEASED LIT FIBER <input type="checkbox"/> RWAN LEASED DARK FIBER (LEASE OR IRU) <input type="checkbox"/> CATEGORY 1 DARK FIBER LEASED EQUIPMENT <input type="checkbox"/> CATEGORY 1 DARK FIBER PURCHASED EQUIPMENT <input type="checkbox"/> COMMODITY INTERNET (NO TRANSPORT) <input type="checkbox"/> INTERNET WITH FIBER TRANSPORT (BUNDLED) <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.

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 Delaware County Intermediate Unit shall review and evaluate proposals for RWAN circuits and Internet access and be responsible for deciding to select winning bidders and present recommendations to their Board of Directors.

Delaware County Intermediate Unit reserves the right to reject any bid that fails to comply with the minimum bid specifications or reject all bids and not make any award.

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

Reference Company Name		
Contact Person		
Phone/Email		
Services Provided		

Reference Company Name		
Contact Person		
Phone/Email		
Services Provided		

Reference Company Name		
Contact Person		
Phone/Email		
Services Provided		

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

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