

REQUEST FOR PROPOSAL  
For  
Lit and Dark Fiber

USAC/E-Rate 470 #230012010

Proposal Due: February 17, 2023

Rochester School  
District 10140 Highway  
12 SW  
Rochester, WA 98579

## Overview

Rochester School District ("District") is requesting proposals to provide Lit fiber and Dark fiber proposals. Vendors must be able to provide this service in compliance with Federal E-rate regulations, including having a valid SPIN number. Proposals from Vendors without a SPIN number will not be considered.

Award of this proposal is contingent upon funding from the Schools and Libraries Universal Service Program. The successful Vendor agrees to receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Fund ("USF"), and/or its agents, the National Exchange Carrier Associations ("NECA"), and/or the Schools and Libraries Corporation ("SLC"). Rochester School District and the successful Vendor will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive requirements contained in 47 C.F.R. #54.504.

## **INSTRUCTIONS TO VENDORS**

### **1. INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or finds discrepancies in, or omission from, the plans or specifications, the person may submit to the authorized representative a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Such a request must be submitted not less than five (5) days prior to the proposal's due date. Any interpretation or correction of the contract documents will be made only by written addendum duly issued and a copy of such addendum will be posted on the district website next to the original RFP document. The District will not be responsible for any other explanations or interpretations of the contract documents. No oral interpretation of any provision in the contract documents will be made to any Vendor or binding on the District.

### **2. PREPARATION OF PROPOSAL**

The address, telephone number, and email of the vendor shall be included with the proposal.

Any omission of prices on required items shown in the proposal form may render the proposal as being incomplete and may become a cause for rejection of the proposal, at the sole discretion of the District. When not responding to an item, specify by a N/A in the appropriate space.

### **3. DELIVERY OF PROPOSAL**

A. Each proposal shall be mailed, emailed or delivered.

PROPOSALS ARE DUE **February 17th by 12:00PM (PST)** and MUST BE MAILED/DELIVERED to  
Rochester School District  
10140 Highway 12 SW  
Rochester, WA 98579

ENVELOPE/SUBJECT LINE MUST BE CLEARLY MARKED:

Fiber Project

### **4. PROPOSAL FORM/TAXES**

Proposals shall include applicable taxes. The District is **not** tax-exempt.

### **5. CONTRACT DEFAULT**

Your proposal is subject to all terms and conditions as herein established in this RFP and includes price, quantity, and delivery/shipping. Failure to provide services proposed by the agreed project timeline and at the proposed prices will be considered contract default and the Business Office reserves the right to declare the contract terminated and to purchase the merchandise on the open market. If a greater price than the contract price has been paid by the District Business Office, such increase shall be the vendor's responsibility.

### **6. VENDOR ELIGIBILITY**

Vendors must have an active Vendor Identification Number (SPIN) assigned by the Schools and Libraries Division (SLD), and maintain the valid SPIN number for the duration of the contract. Failure to maintain a valid SPIN number may result in the default of this contract.

### **7. VENDOR/ROCHESTER SCHOOL DISTRICT RELATIONSHIP**

Vendor's relationship to the District in the performance of services that may be required for certain items shall be that of an independent contractor. Any personnel performing services under this contract shall at all times be under the vendor's exclusive direction and control and shall be employees of the vendor and not employees of the District. The vendor shall cover or insure all of its employees performing services under this contract in compliance with the applicable laws relating to workmen's compensation and employer's liability insurance.

## **8. NON-DISCRIMINATION AGREEMENT**

Vendor agrees not to discriminate against any client, employee, or applicant for employment because on the basis of race, creed, color, political and religious beliefs, national origin, gender, sexual orientation, marital or parental status, socioeconomic status, health status, or the presence of a physical, sensory or mental disability. The vendor must also comply with any applicable affirmative action programs. This provision shall become a material part of the contract and shall be grounds, if violated, for termination of the contractual relationship at the discretion of the District.

## **9. BILLING**

Vendor must be willing to accept direct payment from the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) for the eligible portion of services provided. Consistent with E-rate guidelines, the District will determine which payment model will be used.

### Funding Commitment Considerations

As described in e-rate program rules, both the District and the Vendor will receive a Funding Commitment Decision Letter (FCDL) stating how much of the Service Cost will be paid by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The portion of the Service Cost paid for by USAC is defined on the FCDL and is referred to as the Discounted Portion. In some cases, the FCDL may state that the funding is completely denied. A "Funding Year" is synonymous with USAC's definition of a funding year, which is generally from July 1st until June 30th of the next year. An FCDL will be issued for each Funding Year and is only applicable to that Funding Year.

### Price and Payment if Funding is Approved

If the FCDL shows that funding is approved then the District, at its discretion, may choose to have the Amount Due be the Undiscounted Portion instead of the total Service Cost.

### Price and Payment if Funding is Denied

If the FCDL state that funding is completely denied for the Services then the District may terminate the Services on or after the date it received the FCDL by

providing a request in writing ("Termination Request") to the Vendor. The date that the District requests to terminate the Service ("Termination Date") will be at least 15 days after the Termination Request.

## 10. REJECTION OF PROPOSALS

The District reserves the right to reject any or all proposals and to not make an award. The award of the contract, if made by the District, will be made to the qualified vendor submitting the most satisfactory proposal based on the criteria below found in section 12, if it is to the district's best interest to accept such a proposal. The right is reserved by the District to waive any informalities or errors in the RFP that, in the sole opinion of the District, do not materially affect the RFP (RCW 43.19).

## 11. BINDING CONTRACT

A formal contract will be issued by the District. The issuance of a purchase order by the District to the successful Vendor does not form a binding contract. This RFP and RFP response shall become part of any contract between the Vendor and the District.

## 12. CONTRACT AWARDING BASIS

The District will award the contract on the following basis:

<b>Factor</b>	<b>Weight</b>
Price	50%
Integration with existing architecture/management/expansion of current system	25%
Technical Specifications, Design and Service Level Agreement	10%
Other costs factors (including price of ineligible goods and services, prices of changing providers, the price for breaking contracts, etc.)	10%
Customer References	5%

## 13. CONFLICTS OF INTEREST

No director, employee, or agent of the vendor shall give or receive any commission, fee, rebate, gift, or entertainment of significant cost or value in connection with the work, or enter into any non-consumer business arrangement with any director, employee representative of the District, other than as a representative of the District, without prior written notification thereof to the

District. Any representative(s) authorized by the District's Superintendent may audit all records of the Vendor, that pertain to the District, for the sole purpose of determining whether there has been compliance with this paragraph. Information obtained through this process shall be administered confidentially.

#### **14. PRICE GUARANTEE**

Prices must remain firm for the duration of the contract as specified in Section 15.

#### **15. DURATION OF CONTRACT: July 1, 2023, to June 30, 2028**

The District anticipates making purchases once a Funding Commitment Decision Letter is received.

#### **16. ASSIGNMENT OF CONTRACT**

The vendor shall not assign this contract, any part thereof, nor any monies owing thereunder, without the prior approval of the District.

The vendor shall have total responsibility for meeting the terms and conditions of this contract.

#### **17. ADVERTISING**

Award of this contract does not grant the right to the vendor to utilize the award in advertising media without the written consent of the District.

#### **18. CONTRACT INFORMATION**

For information about this RFP, please contact IN WRITING/EMAIL/FAX:

Justin Black, Director of Curriculum and Technology  
Rochester School District  
10140 Highway 12 SW  
Rochester, WA 98579  
Phone 360-273-9242  
Fax 360-273-5547  
Email [jblack@rochester.wednet.edu](mailto:jblack@rochester.wednet.edu)

Questions will be documented, routed to an appropriate staff member for a response, and the response will be emailed and posted on the district website. Vendors are reminded that questions must be submitted in writing or email, and questions and responses will be posted on the District website at <http://rochester.wednet.edu>.

## **19. Timeline**

1/19/2023 Release of FORM 470 and RFP

1/30/2023 1st optional Site Walk-Through. Meet at 10140 Hwy 12, Rochester, WA 98579 9am

2/6/2023 2nd optional Site Walk-Through. Meet at 10140 Hwy 12, Rochester, WA 98579 9am

2/13/2023 Last day to submit questions(email to [jblack@rochester.wednet.edu](mailto:jblack@rochester.wednet.edu)).

2/17/2023 Responses are due on this date at 12:00 pm (PST).

2/22/2023 Bid Opening at Rochester School District Office Boardroom, 10140 Hwy 12, Rochester WA 98579 8 am (PST)

## PROJECT SCOPE TECHNICAL REQUIREMENTS

Rochester School District wishes to compare leased lit fiber and leased dark fiber. The current Wide Area Network Services are provided via leased dark fiber to connect two schools to the Rochester Primary School where the demarcation is currently. The district operates its own fiber between Grand Mound Elementary and Rochester Primary School that can be used to transport to the demarcation.

- Service is expected to be delivered to Grand Mound Elementary at 7710 James Rd. SW, Rochester, WA 98579.
- Service is expected to be delivered to the eligible service locations from Grand Mound Elementary at the following locations:
  - o Eligible Entity 1, the HEART High School at 10140 Hwy. 12 SW, Rochester, WA 98579
  - o Eligible Entity 2, the Rochester Middle School at 9937 Hwy, 12 SW, Rochester, WA 98579

At the specified sites, the respondent must run infrastructure or service to an existing network closet designated by Rochester School District at the entities listed above.

The service is planned to begin on July 1, 2023, which represents the expiration of the current leased dark fiber.

The Rochester School District is seeking options for Lit Fiber and Dark Fiber bids. In the applicant's case, the **Transport-NO ISP Services included option on the FCC Form 470 represents any service wired or wireless over a third-party-owned network. So the term Transport represents the options in this list.** Respondents may bid on any number of the options.

1. The first option is a fully managed, leased lit fiber transport service from Grand Mound Elementary to the specified eligible applicant sites. One-time special construction can be bid separately from the vendor's proposed monthly recurring cost for the fully managed leased lit service.
2. The second option is for a leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and operations. One-time special construction costs can be bid separately from the monthly lease fee if applicable. Maintenance and operations fees can be included in the monthly lease fee.

In E-rate terminology, **Special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. Applicants may seek funding for special construction charges in connection with leased lit fiber, leased dark fiber, and self-provisioning. Special construction charges eligible for Category One support consist of three components:

1. construction of network facilities;
2. design and engineering; and
3. project management

**Note:** The term "special construction" does not include Network Equipment necessary to light fiber, nor the services necessary to maintain the fiber. Charges for Network Equipment and fiber maintenance are eligible for Category One support as separate services, but not as special construction.

All options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. Based on the bids and both a short-term and long-term cost-effectiveness



analysis, Rochester School District will determine which, if any, of the lit service or leased dark fiber solutions is acceptable. The specifications related to each solution option are as follows.

### **Lit Service:**

The Rochester School District must have a dedicated Lit Transport Bandwidth throughput (upload and download) of 10GB with Service Level Agreement (SLA) guarantees to all specified sites. **All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism.**

#### *Lit Service Price Proposal*

The Lit Pricing includes pricing for symmetrical service from Grand Mound Elementary School to each eligible entity location at a 10GB service. Price quotes are requested for 36 and 60-month terms of service. Prices should be all-inclusive. All-inclusive in this case means, including all **special construction or non-recurring costs (NRC)** required by the vendor to commence service and all **monthly recurring costs (MRC)** should be included. MRC should include any monthly fees or taxes. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate.

#### *Additional Description*

Each lit service response must also include a description of the proposal, SLA, timeline, network diagram, demarcation, and references.

### **Service Level Agreement**

Respondent will provide a description of the proposed services and service levels provided with the lit fiber, dark fiber, and operations responses. The respondent will provide a proposed Service Level Agreement (SLA) with the response. The proposal must include a description of the following services and how these services will be measured.

- o Fiber Network Availability: the provider will make all reasonable efforts to ensure 99.999% network availability of each circuit.
- o Lit and Operations proposals only: Frame/packet loss .25% commitment
- o Lit and Operations proposals only: 25 ms Network Latency Commitment
- o Lit and Operations proposals only: 10 ms Network Jitter Commitment
- o There is no right of the provider to limit or throttle the capacity of the circuit at any time for any reason

### **Leased Dark Fiber**

As an alternative, respondents can quote a leased dark fiber network solution from the Grand Mound Elementary School to the eligible service locations. The price quote should be for a lease of a total of 2 strands of fiber from the Grand Mound Elementary to each eligible entity location listed (one strand to each location)

#### *Leased Dark Fiber Price Proposal*

Each respondent is required to provide pricing for Leased Dark Fiber. Respondents are encouraged to separate special construction charges as defined by E-rate eligibility rules. The matrix must include Monthly Recurring Costs (MRC), any maintenance costs, and one-time construction costs if any.

### *Additional Description*

Each leased dark fiber response must also include a description of the proposal, description of maintenance, SLA, timeline, network diagram, demarcation, and reference.

### **General Terms for Leased Dark Fiber**

The following are general terms that apply to leased dark fiber builds. Respondents may offer maintenance and operations services, and network equipment purchase (if applicable), installation, and operations either themselves or through 3rd party subcontractors. In the case that respondents use external 3rd party service providers or contractors to deliver some or part of the solution, these should be clearly indicated in the response.

### *Maintenance*

The Rochester School District requires ongoing maintenance of the fiber on all Leased Dark Fiber solutions. Maintenance responses are required as follows:

- All dark fiber responses (leased dark fiber) require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of third-party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. For a leased dark fiber solution, it is assumed that the Fiber Network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the Rochester School District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.
- If maintenance cannot be quoted for an entire time span of the IRU, please include an alternate time span quote as well as an explanation for the shorter time span.
- As part of the maintenance contract for an IRU, the fiber owner (not the district) must claim responsibility for repairs in the event of a catastrophic cut or relocation.
- As part of the maintenance contract for an IRU describes the process for relocates including the assumption of costs.

Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from the district of a malfunction relating to the applicable fiber, the respondent shall respond to such malfunction within four (4) hours and thereafter proceed to correct the malfunction with reasonable diligence.

When pricing maintenance, the respondent should include an overview of fiber maintenance practices including

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Marker and handhole inspection and repair,
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,

- Repair of fiber breaks,
- Post repair testing,
- Mean time to repair,
- Replacement of damaged fiber,
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices,
- Process for moves adds and changes,
- Process for responding to locate requests.

Please sign the Certifications page and submit it with the proposal

**CERTIFICATIONS**

**Debarment**

As per the Code of Federal Regulation, this certification is required when federal funds are being utilized. The vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has the authorization to enter into the attached contract.

**Non-Collusion**

Vendor certifies proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not thereon, named, and further, that the vendor has not directly or indirectly induced or solicited any other vendor on the foregoing work or equipment to put in a sham proposal, or any other person or corporation to refrain from responding, and that vendor has not, in any manner, sought by collusion to secure himself, or to any other person, an advantage over any other vendor or vendors.

**Non-Discrimination**

Vendor agrees not to discriminate against any client, employee or applicant for employment because of race, creed, color, political and religious beliefs, national origin, gender, sexual orientation, marital or parental status, socioeconomic status, health status, or the presence of a physical, sensory or mental disability. The vendor must comply with any applicable affirmative action programs. This provision shall become a material part of the contract and shall be grounds, if violated, for termination of the contractual relationship at the discretion of the District.

**Contract Addendums**

Vendor has reviewed any addendums to this document as posted on the District's website (<http://rochester.wednet.edu>) and the RFP response includes any applicable information from those addendums.

As an authorized agent of \_\_\_\_\_, I certify the pricing provided and all of the above standards are true and correct.

\_\_\_\_\_  
Signature of Vendor Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Vendor Agent