

SCOPE OF WORK:

The Hanover Area School District (HASD) is accepting request for proposals (RFP) from qualified telecommunication service providers to provide a minimum of six(6) strands up to a maximum of eight (8) strands of dark fiber between each site identified in “Table A & B” and **optionally** a 1Gbps to 10Gbps fiber optic ethernet wide area network service. The purpose of this competitive sealed proposal is to provide a standard from which to evaluate your company’s telecommunications service as they compare to other providers and as they pertain to the needs of our school district as defined in this document. Hanover Area SD currently has fiber optic gigabit ethernet circuits connected to facilities within the district, which we light the dark fiber. The existing agreement for these services terminates on/or about June 30, 2020. Therefore, the district is requesting pricing for dark fiber and optionally fiber optic ethernet circuits to be terminated at the district facilities at the address and bandwidth as specified in “Tables A & B”. The gigabit ethernet circuits are currently routed thru the service provider’s network and delivered via fiber optic ethernet circuits that terminate into district owned routers located at **1600 Sans Souci Parkway, Hanover Township, PA 18706**. The district is requesting firm pricing for a single **dedicated 1 or 10 Gbps fiber optic ethernet circuit** between each site identified in “Table A & B.” and the hub site located at 1600 Sans Souci Parkway, Hanover Township PA. The Service Provider shall be responsible for all cost to deliver, install, and terminate the fiber optic ethernet circuit at the main distribution frame at each facility as defined by Hanover Area SD. Hanover Area SD and Vendor mutually agree that additional sites may be added to the agreement during the term of the agreement, or any subsequent voluntary extension to the original agreement to accommodate the continued growth of Hanover Area School District.

SPECIFIC TERMS AND CONDITIONS:

1. This contract will be awarded to one vendor as determined to provide the best value to Hanover Area School District as determined by the district. Hanover Area School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.
2. **Length of Contract:** The contract executed between the successful vendor and Hanover Area School District shall be a minimum of a Five (5) year agreement between the District and Vendor. Vendors are **also encouraged** to provide pricing proposals for Ten Year term service agreements if the long-term agreement provides additional financial value to the district. Vendors shall provide the lowest corresponding price for similar services for similarly situated districts. The district may include multiple voluntary one-year contract extensions with the ***mutual consent*** of both parties after the initial term agreement.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications incorporated within the resulting contract.
4. Evaluation of pricing will be based on Unit Price value to be submitted on the “PRICING SHEET”.

Evaluation Criteria	Point Value
Purchase Price	30
Reputation of the vendor and vendor’s goods or services	5
Quality of the vendor’s goods or services	5
Extent to which the goods or services meet the district’s needs	10
Vendor’s past relationship with the district	30
Impact of district’s compliance with laws and rules relating to Historically Underutilized Businesses	1
Total long-term cost to the district	10
Other relevant factors specifically listed in this RFP including, but not limited to: Service Level Agreement – 5 Points Proposed Implementation Plan – 3 Points Local Service and Support Team – 1 Points	9
Total Points	100

5. **Timetable:**
Release RFP September 17, 2019
Deadline for Submittal of Proposal November 15, 2019 - 12:00 p.m.
Monthly Service Start Date July 1, 2020
6. **Pre-Bid Meeting:** None Scheduled
7. **Communications:** All questions received and the corresponding answers will be distributed to all bidders. **No verbal responses will be provided.** The deadline for questions about this proposal will be 12:00 p.m. (noon), November 15, 2019. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, companies supplying quotations should email Ronald Hummer to answer any and all questions.

All vendor communications must be directed in writing to:

Ronald Hummer
Hanover Area School District
Network Systems Administrator
1600 Sans Souci Parkway
Hanover Township, PA 18706
Telephone: (570) 831-2300 x392
Fax: (570) 831-2322
Email: rhummer@hanoverarea.net

8. **Deadline for Submittal:** We must receive your response to this RFP by 2:00 p.m. on November 15, 2019, at Hanover Area School District, 1600 Sans Souci Parkway, Hanover Township, PA 18706. Proposals received after this time and date will not be considered. The District is not responsible for unmarked or improperly marked proposals. The District is not responsible for proposals delivered after the scheduled deadline due to the external or internal mail system. The time and date recorded in the Purchasing Office shall be the official time of receipt. **The District will not accept fax proposals.**
9. **Proposal Submittal:** **One original and five (5) copies of the proposal must be sealed in an envelope clearly marked on the outside with RFP – TECH01 – Wide Area Network.**
10. **Acceptance:** HASD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined “Best Value for the District.”
11. Contract shall be put into effect by means of a contract and/or purchase order(s) executed by the District after the proposal has been awarded by the Hanover Area School District Board of Education and dependent on e-rate funding from the SLD. The contract is conditional upon the District receiving universal service discounts under the FY2019 universal service support mechanism, E-rate. The District reserves the unrestricted right to reduce the contract amount by reducing the amount of services and/or products in order to meet budget requirements in the event the level of the universal service discounts is reduced. Any such reductions to the contract amount will be taken prior to the start of the specific work being reduced or eliminated on a given building and/or project.
12. If the District fails to appropriate funds to provide for the services provided under this RFP and subsequent contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.
13. Transfer of contract by vendor is prohibited without written consent from Hanover Area SD.

14. All invoices must be submitted to Hanover Area SD's Billing address:

Hanover Area School District
Attn: Business Office
1600 Sans Souci Parkway
Hanover Township, PA 18706

If your company uses any other billing address, Hanover Area SD will not be responsible for late payments, service charges, etc. HASD's purchase order number must be referenced on the invoice.

15. The Hanover Area School District reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.

16. **References:** Please provide three (3) references from school districts, who have used your services within the last three years. Additional references may be requested.

A.

School District	Contact Person
Address	Telephone #

B.

School District	Contact Person
Address	Telephone #

C.

School District	Contact Person
Address	Telephone #

17. INSURANCE: Copies of the successful contractor's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurance Requirements:

Limits:

A.	General Liability	General Aggregate	\$1,000,000
		Products - Comp/or Agg.	\$1,000,000
	Commercial General Liability	Personal & Adv. Injury	\$1,000,000
	Claims Made Occur.	Each Occurrence	\$1,000,000
	Owner's & Contractor's Prot.	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one person)	\$ 5,000
B.	Automobile liability	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury	
	All Owned Autos	(per person)	
	Scheduled Autos	Bodily Injury	
	Hired Autos	(per accident)	
	Non-Owned Autos	Property Damage	
	Garage Liability		
C.	Umbrella form - Excess liability		
	State the limits that your company carries. _____		
D.	Worker's Compensation	Statutory	
	and	Each Accident	\$ 500,000
	Employers' Liability	Disease - Policy Limit	\$ 500,000
	Disease - Each Employee		\$ 500,000

The insurance requirements as listed above also apply to any sub-contractor(s) in the event that any that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Hanover Area SD.
2. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
3. The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
4. The selected bidder will be required to supply an insurance certificate naming Hanover Area School District as an additional insured.

****You are required to submit a certificate of insurance for the above insurance requirements with your bid. ****

****Item #2,3,4 (above) shall be required of the successful vendor/s only.****

SPECIFICATIONS:

1. For comparisons, the bidder must submit the service providers lowest corresponding pricing plan on the service pricing sheets listed below based upon the district locations specified in Tables A and B. Additional longer term agreements can be included for consideration.
2. Service provider must include any taxes, surcharges, fees, installation cost, **and any other costs inclusive of construction charges on the pricing sheet. Vendors whom do not provide this information, even if the amount is an estimate based upon current applicable taxes, surcharges, or fees, may be disqualified, and/or Hanover Area SD will not be liable for these charges.**
3. Billing cycle will begin on the first day of the month and end on the last day of the month. Bill will be received no later than Seven (7) business days after the end of the month. Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.
4. A portion of the payment for this contract will be funded by the School and Libraries Program(SLD) administered by the Universal Service Administrative Company(USAC). HASD is eligible for a certain percentage of discount, to be verified by the SLD. HASD has historically utilized the Billed Entity Applicant Reimbursement (BEAR) Form (FORM 472) for reimbursement from the School and Libraries Program(SLD). The contracted service provider shall acknowledge acceptance of this process. The contracted service provider further agrees to provide HASD with the signed and dated page 4 of the BEAR Form (or on-line certification) within 7 calendar days of submission to the designated individual and/or department responsible for signature thereof (or successful submission of the on-line BEAR form). Contracted service provider further agrees to fully cooperate with the district in the event the district elects to convert to the service provider invoice method during the term of the contract. Service Provider agrees to provide any service provider federal e-rate data gathering forms prepopulated with billed telephone numbers and working telephone numbers for the districts review and certification. Specifically, vendors acknowledge and will comply with paragraph 237 of the Seventh Report and Order, WC Docket No. 13-184.
5. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service providers responding to this RFP must be currently registered with the SLD and provide valid SPIN identification in the proposal response. For more information, visit the Schools and Libraries Division Website at: www.sl.universalservice.org
6. Service Provider further agrees to submit the “Service Provider Annual Certification” Form for the forthcoming funding year prior to the beginning of the forthcoming funding year.
7. Service Provider shall provide the Service Provider Identification Number (SPIN) as assigned by the SLD within the response to this RFP.
8. Bidder agrees to resolve within 60 calendars days any formal written billing dispute provided either electronically, or via the United States Postal Service with return receipt requested. Bidder shall provide the mailing address and/or e-mail address for formal billing disputes within the response. Bidder shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice-President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days, bidder agrees to issue a credit to service providers bill to HASD’s. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event service provider does not provide the credit requested, HASD shall subtract said credit from the next month’s bill. Service provider agrees and accepts that any late payment fees associated with this process shall be waived by service provider without demand.
9. Hanover Area SD requires that each service provider prepare a **separate exceptions page** listing ALL exceptions to the specifications within this RFP. Prepare a separate RFP exceptions page even if your company is not listing any exceptions to the specifications within this RFP and notate accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.
10. Provide access to customer support on a 7 x 24 x 365 basis.

11. The Vendor shall provide one customer representative and technical service representative to serve as Project Manager(s) during normal business hours (8:00 AM to 5:00 PM) during the first five days of Service operation to provide such assistance to the Hanover Area SD district representative as may be required. The customer representative and technical service representative will be on call and immediately available for the remainder of the first month of operation without additional cost to Hanover Area SD.
12. Vendor must provide a definition of Major Outage and response time frames. Hanover Area SD requires a minimum of a 30-minute acknowledgement to a Major Outage, and a minimum of 1 hour for vendor to begin the trouble shooting process.
13. Vendor must provide a definition of Minor Outage and response time frames. Hanover Area requires a minimum of a one-hour acknowledgement to a Minor Outage, and a minimum of 2 hours for vendor to begin the trouble shooting process.
14. **Vendor must provide a copy of vendor's service level agreement.** The Service Level Agreement shall be included within the final negotiated contractual agreement.

QUESTIONAIRE:

1. Provide a list of customer service support telephone number(s).
2. Specify and explain repair and service plans for the proposed service? _____
3. Provide a high-level project management document detailing the implementation milestones required to meet the specified service start date.
4. Who will be the contract administrator/point of contact for bidder? _____
5. Provide a Physical Diagram of your proposed service offering. _____
6. Provide a Logical Diagram of your proposed service offering. _____
7. Provide a list or organizational chart of your local service support management and sales team.
8. Provide a copy of your Service Level Agreement for the Proposed Service.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICEUSEONLY	
Name of person who has a business relationship with local governmental entity.	Date Received	
<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.		
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
Name of local government officer with whom filer has employment or business relationship.		
Name of Officer		

<p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p>		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
_____ Signature of person doing business with the governmental entity	_____ Date	

Vendors shall propose pricing for services as specified below:

Table A:

Vendor Shall provide pricing for a dedicated point to point One (1) Gbps fiber optic ethernet circuit from the Hanover Area SD, 1600 Sans Souci Parkway, Hanover Township, PA 18706 TO each school district facility demarcation point listed below	TOTAL INSTALLATION CHARGE FOR SERVICE REQUESTED	TOTAL MONTHLY RECURRING CHARGES FOR SERVICES 60 Month Term Agreement	TOTAL MONTHLY RECURRING CHARGES FOR SERVICES 120 Month Term Agreement
Memorial Elementary School, 80 West St. Mary's Rd., Hanover Township, PA 18706			
Lee Park Elementary School, 99 Lee Park Ave., Hanover Township, PA 18706			
Hanover Green Elementary School, 561 Main Rd., Hanover Township, PA 18706			
Lyndwood Elementary School, 2 Colley St., Hanover Township, PA 18706			

Vendor MUST include all Taxes, Fees, Surcharges based upon the current regulatory and/or corporate policy environment. Vendor MUST include ALL Installation charges, Construction Charges, and/or Special Construction charges. Any of the aforementioned cost not included in the pricing will not be paid, and or can result in the disqualification of the RFP response and/or cancellation of any future contract.

Table B:

Vendor Shall provide pricing for a dedicated point to point Ten (10) Gbps fiber optic ethernet circuit from the Hanover Area School District, 1600 Sans Souci Parkway, Hanover Township, PA 18706 TO each school district facility demarcation point listed below	TOTAL INSTALLATION CHARGE FOR SERVICE REQUESTED	TOTAL MONTHLY RECURRING CHARGES FOR SERVICES 60 Month Term Agreement	TOTAL MONTHLY RECURRING CHARGES FOR SERVICES 120 Month Term Agreement
Memorial Elementary School, 80 West St. Mary's Rd., Hanover Township, PA 18706			
Lee Park Elementary School, 99 Lee Park Ave., Hanover Township, PA 18706			
Hanover Green Elementary School, 561 Main Rd., Hanover Township, PA 18706			
Lyndwood Elementary School, 2 Colley St., Hanover Township, PA 18706			

Vendor MUST include all Taxes, Fees, Surcharges based upon the current regulatory and/or corporate policy environment. Vendor MUST include ALL Installation charges, Construction Charges, and/or Special Construction charges. Any of the aforementioned cost not included in the pricing will not be paid, and or can result in the disqualification of the RFP response and/or cancellation of any future contract.

