

LEBANON SCHOOL DISTRICT

Shawn T. Canady, Technology Director

1000 SOUTH EIGHTH STREET • LEBANON, PA 17042 (717) 273 – 9391 ext. 6870

Request for Proposal (RFP) Lebanon School District WAN Project 2018-2019

Cover Page

This cover page must be completed and included as Tab 1 in the bid response.

This request for proposal (RFP) consists of this document, all attachments, appendices, exhibits, and addenda issued. This RFP is 22 pages, excluding any attachments, appendices, exhibits, and addenda.

Lebanon School District is soliciting competitive sealed proposals from Service Providers to provide leased lit fiber service, dark fiber service, or self provisioned broadband service, complying with all terms and conditions described in this RFP. Proposals will be accepted no later than January 18, 2019, at 1:00 PM. Proposals must be submitted in the manner and in the format set forth in Proposal Format and Content, below. Bidders are expected to meet all bid requirements, so please review all documents and instructions closely.

By signing below, the Service Provider’s representative certifies on behalf of the Service Provider that:

- Signatory has the legal authority to bind the Service Provider responding to the RFP; to provide the services subject to the RFP, and to provide those services under the name of the holder of the Service Provider Information Number (“SPIN”) listed in Section 1.2.5 and in Tab 2;
- Signatory has read and agrees to the Contract Terms and Conditions set forth in the RFP;
- Signatory has read and agrees to the requirements set forth in the RFP; and
- The prices in the Service Provider’s Proposal have been arrived at independently, and have not been divulged, discussed, or compared with the Proposals of other respondents. No attempt has been made or will be made to induce any other person or firm to submit or not submit a Proposal for the purpose of restricting competition.

Name of Person Signing on Behalf of Service Provider

Title of Signatory

Signature of Signatory

Date

Signatory Email Address

Signatory Phone Number

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1. RFP Overview

Project Name: Lebanon School District WAN Project 2018-2019
RFP Release Date: 11/28/2018
Last Walkthrough: 12/11/2018
Questions Due: 12/12/2018
Est. Q&A Release: 12/17/2018
Response Due: 1/18/2019
Form 470 Number: 190004044

1.1. Definitions

Applicant means the entity that will file E-rate forms. Lebanon School District (LSD) is the applicant.

Bid means the response of a Service Provider to this RFP. These responses may also be referred to as “bid response(s),” “RFP response(s),” “response(s),” and “Proposal(s).”

Bid process the term for the entire process, extending from the release of the RFP to the selection of and contracting with the awarded service provider.

Billed Entity means the entity that will pay the bills associated with this contract. LSD is the Billed Entity.

Dark Fiber or Leased Dark Fiber refers to Category 1 eligible dark fiber digital transmission services, as defined by the Federal Communications Commission for the purposes of receiving discounts under the E-rate program.

E-rate or E-rate Program means the “Schools and Libraries Universal Service Support Mechanism,” the funding support program established under the Telecommunications Act of 1996 to provide discounts on eligible services to eligible schools and libraries.

FCC means the Federal Communications Commission.

FCCRN means FCC Registration Number.

FRN means Funding Request Number.

Lebanon School District is the entity requesting bids in this RFP. It may be identified in this document by name, as “LSD,” “District,” or “the District.”

Lit Fiber or Leased Lit Fiber refers to Category 1 eligible leased lit fiber digital transmission services, as defined by the Federal Communications Commission for the purposes of receiving discounts under the E-rate program.

Proposed Contract means the contract that would result from the successful selection of a winning vendor and subsequent negotiations. The Proposed contract may also be identified as the “contract” or “final contract.” These terms will be used interchangeably.

RFP means Request for Proposals, and is the designation for this document and the associated attachments (including but not limited to the cost proposal worksheets, any Q&A documents, and any amendments). All the components of the RFP are available via the Form 470 filed by LSD covering these services.

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Self Provisioned Fiber or Self Provisioned Broadband Networks refers to Category 1 eligible self provisioned broadband digital transmission services, as defined by the Federal Communications Commission for the purposes of receiving discounts under the E-rate program, or alternative technologies providing similar capabilities.

Service Provider means the entity responding to this RFP. They may be identified as “Service Provider(s),” “Provider(s),” “Respondent,” “Contractor(s),” or “Vendor(s).” These terms will be used interchangeably.

SLD means the Schools and Libraries Division of the Universal Service Administrative Company.

SPIN means Service Provider Identification Number.

Subcontractor means a person or entity performing or proposed to perform a portion of Service Provider’s contract.

USAC or Administrator means the Universal Service Administrative Company, which oversees the E-rate program.

1.2. E-rate Requirements

It is the intention of LSD to apply for discounts under the E-rate program for some or all of the services sought in this RFP. Therefore all Service Providers responding to this RFP must participate in the E-rate program and must comply with all applicable FCC rules.

E-Rate rules are accessible via the Administrator’s website (<http://www.sl.universalservice.org>) and/or from the Federal Communications Commission website (<http://www.fcc.gov>). Providers must be familiar and compliant with all applicable federal E-Rate program requirements, including but not limited to: timely filing of all required service provider forms, including Form 498, Form 499-A (annual and quarterly filings to the extent they are applicable); Form 473 (Annual Service Provider Certification); Form 474, Service Provider Invoice Form, which invoices SLD for the E-Rate discount amount; and provision of discounted bills (net of the E-Rate discounts) to the District if requested. Service provider must agree that the parties’ contract and any subcontracts, amendments, extensions, or other modifications of the contract shall be executed in compliance with all E-rate program requirements (including, but not limited to, those cited herein). Should the Service Provider use subcontractors, the Service Provider is responsible for its subcontractors’ compliance with all statutory and regulatory requirements associated with the E-rate program and applicable federal, state, and local laws. In addition, the service provider must designate a single point of contact within the service provider’s organization to assist in the timely compliance with all E-rate program requirements.

1.2.1. Document Retention, Production of Records, and Audits

The Service Provider must, in compliance with E-rate program rules, retain all

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documentation associated with their bid and service provided pursuant to this contract for a minimum period of 10 years after the last date to receive service (or whatever retention period is required by the rules at that time). Any and all documents that demonstrate compliance with statutory or regulatory requirements associated with the E-rate program must be retained as well.

Service Provider shall, upon request from either a representative of an authorized state agency, the Federal Communications Commission, the Administrator, their subcontractors, or LSD, produce those records.

In the event of an audit or other review, Service Provider must receive written consent from LSD prior to producing or submitting any documents that contain confidential information.

1.2.2. Lowest Corresponding Price

Pursuant to federal regulations, Service Providers shall not charge entities participating in the E-rate program a price above the lowest corresponding price for supported services, unless the FCC (with respect to interstate services) or the state commission (with respect to intrastate services) finds that the lowest corresponding price is not compensatory.

1.2.3. Eligible Services

It is the responsibility of the service provider to identify those services that are eligible and those that are ineligible in their response. Eligible and ineligible services (and related equipment) must also be explicitly identified in the RFP response. The Cost Proposal Worksheet Attachments contain a mechanism for separating eligible and ineligible costs. If a provider is unsure about eligibility, the provider should seek a response from the Schools and Libraries Division of USAC regarding the eligibility of the component of the service; if the provider is still unable to determine the eligibility, the service provider must call this to the District's attention in the RFP response and allow us to jointly research the issue, if necessary. If any services are incorrectly identified as eligible in the bid response, the service provider must honor the discounted price generated in the Cost Proposal Worksheet for the item(s) which were incorrectly identified as eligible. The District will not pay prices above those generated in the Cost Proposal Worksheet.

1.2.4. FCCRN and "Red Light" Requirement

Any provider submitting a response must have a Federal Communications Commission Registration Number (FCCRN) and should be in good standing with the Federal Communications Commission (i.e. not in "Red Light" status). The FCCRN should be included in the bid proposal and certification of the vendor's current "Red Light" status should be included in the bid response (see

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below). Providers may obtain a FCCRN and document their “Red Light” status via the Federal Communications Commission Website: <http://www.fcc.gov>. The provider will have a continuing obligation to notify the District of any change in “Red Light” status and failure to maintain good standing with the FCC and to be classified as on “Red Light” status may constitute grounds for terminating the parties’ contract for cause. If a service provider that is currently on “Red Light” status wishes their bid to be considered, the provider must include with their bid response a written explanation of the circumstances that led to being placed on “Red Light” status, indicate what steps have been or are being taken to rectify the situation, and indicate how “Red Light” status would affect the service provider’s ability to provide discounts under the E-rate program. Such service providers may have their proposals rejected at the sole discretion of the District.

1.2.5. SPIN Requirement

Providers must also have an up-to-date Service Provider Identification Number (SPIN), and must maintain eligibility to provide services under the E-rate program. The provision and use of multiple SPINs is discouraged. Providers that have multiple SPINs should select a single corporate entity with a single SPIN as the prime contractor submitting the proposal to this RFP. The provider should agree that all E-rate eligible service billing resulting from a contract awarded pursuant to this RFP will be provided under this single SPIN. The provider’s SPIN should be included in the bid proposal (see below).

1.2.6. Post Award Requirements

In addition to the general requirements outlined herein regarding working with the applicant during the PIA review process, the awarded vendor may also be required to complete additional documentation regarding their special construction charges, breaking down these costs in a USAC-required format.

2. Timeline and Process

The bid process will happen on the following timeline:

Release of RFP and Form 470: 11/28/2018

Last date for campus walk-throughs: 12/11/2018

Questions from Service Providers due: 12/12/2018

Responses to Service Provider questions released: 12/17/2018

Service Provider bids due: 1/18/2019e

Bid Opening: 1/18/2019

Service Provider evaluation and selection process (est.): 1/19/2019 – 2/18/2019

Announcement of winning Service Provider (est.): 2/19/2018

All communications must be undertaken in compliance with the guidelines outlined herein.

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3. **Services Requested**

3.1. Scope

District is seeking bids on self provisioned broadband, dark fiber, and lit fiber connectivity between the sites listed below and Lebanon Senior High School, 1000 S. 8th St., Lebanon, PA 17042. Self provisioned broadband proposals should include all special construction and one-time costs, as well as recurring payments for operations and maintenance costs, or equivalent. Dark fiber proposals should include an indefeasible rights of use (IRU) contract including any one-time payments as well as recurring payments for operations and maintenance costs, or equivalent. Lit fiber or alternative proposals should be standard lease arrangements, or equivalent. Both arrangements are sought for the time period(s) outlined below under “Contract Period.”

LSD is seeking proposals for WAN connection as part of our WAN via self provisioned broadband, leased dark fiber, or leased lit fiber between the sites below. For each site, we are seeking bids for each kind of service; self provisioned, dark, or lit fiber bid based on the number of strands specified; a lower bandwidth leased connection; and a higher bandwidth leased connection.

For a self-provisioned fiber WAN, we are seeking options for 12 and 24 strands of fiber into each of the sites being connected to the fiber WAN. Since there are 7 sites (including the head end at Lebanon Senior High School) connecting into the WAN and the WAN should be bi-directional (allowing for continued service in the event of a fiber cut), we are requesting bids for 72 and 144 strands of fiber, with splices at the relevant locations to connect the local campus into the fiber WAN. More detail on the suggested WAN infrastructure is included in Appendix J.

Self-provisioned WANs using non-fiber connectivity are also welcomed but must support equivalent levels of bandwidth and reliability to fiber WANs.

Leased dark fiber solutions should include options for 12 and 24 strands of fiber coming into each of the sites being connected to the fiber WAN. Like the self provisioned fiber WAN, we anticipate 72 or 144 strands of fiber on the backbone of the WAN with 12 going into each of the sites being connected, and for connectivity to be bi-directional. More detail on the suggested WAN infrastructure is included in Appendix J.

For leased lit fiber solutions (or equivalent solutions using non-fiber technologies), we are requesting pricing on 10 Gbps and 100 Gbps connections into each of the locations.

Sites to be connected:

Site A Name and Address	Site B Name and Address	# Strands / Bandwidth
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Harding Elementary School 622 Chestnut St., Lebanon, PA 17042	Lebanon Senior High School 1000 S. 8 th St., Lebanon, PA 17042	12 strands and 24 strands 10 Gbps / 100 Gbps
Lebanon Middle School 350 N. 8 th St., Lebanon, PA 17042	Lebanon Senior High School 1000 S. 8 th St., Lebanon, PA 17042	12 strands and 24 strands 10 Gbps / 100 Gbps
Northwest Elementary School 1315 Old Forge Road, Lebanon, PA 17042	Lebanon Senior High School 1000 S. 8 th St., Lebanon, PA 17042	12 strands and 24 strands (connecting from existing fiber patch panel at Lebanon Middle School) 10 Gbps / 100 Gbps
Southwest Elementary School 1500 Woodland Ct., Lebanon, PA 17042	Lebanon Senior High School 1000 S. 8 th St., Lebanon, PA 17042	12 strands and 24 strands 10 Gbps / 100 Gbps
Southeast Elementary School 398 E. Locust St., Lebanon, PA 17042	Lebanon Senior High School 1000 S. 8 th St., Lebanon, PA 17042	12 strands and 24 strands 10 Gbps / 100 Gbps
Henry Houck Elementary School 315 E. Lehman St., Lebanon, PA 17042	Lebanon Senior High School 1000 S. 8 th St., Lebanon, PA 17042	12 strands and 24 strands 10 Gbps / 100 Gbps

For self provisioned and dark fiber proposals, LSD will supply the connecting electronics to light the fiber. LSD currently utilizes Cisco Catalyst 4500X switches at each location and requires a compatible LC connector and card on each end connecting to this equipment. This is an MDF to MDF Installation. Self provisioned and dark fiber proposals should include options for twelve (12) and twenty-four (24) strands of single mode OS2 fiber armored with corrugated steel tape or equivalent; half the strands running clockwise and half the strands running counterclockwise to the Lebanon Senior High School location. If it is more cost effective to provide a cable with more than twelve or twenty four strands than it would be to provide a requested twelve or twenty four strand cable, the vendor must document that in their bid response.

For lit fiber proposals, please include whatever terminating electronics are necessary to ensure connections to each location. Lit fiber solutions (and alternatives) should provide a minimum of 10 Gbps bi-directional service, with options to upgrade to 100 Gbps.

Bids for alternative technologies should follow the same guidelines as the nearest equivalent listed above.

All bids shall include, as appropriate, the cost of setting up, installing, and configuring any equipment included in the bid.

3.2. Alternative Proposals

In the event that a Service Provider wishes to propose an alternative to the services

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described above, the service provider may propose an equivalent alternative. Any equivalent alternative should include all necessary aspects (such as licensing, etc.) to provide an equivalent service to that outlined above for the period(s) outlined in Contract Period, below. Note that the District reserves the right to determine whether a substitution made by the Service Provider is truly equivalent or not, and, if not equivalent, to reject the Service Provider's bid.

3.3. New Equipment Requirement

Unless otherwise specified, any equipment provided pursuant to the RFP and any resulting contract shall be new, unused, and not previously titled. Units classified as factory rebuilt, prototype, or discontinued are not acceptable.

3.4. Installation and Training

All pricing included must include the procurement, shipping, installation, and configuration of any included equipment, as well as basic training for the staff members designated by the District. This installation and configuration must be undertaken at the District's direction and to the District's satisfaction.

Payment will not be made on any equipment prior to the completion of the installation and configuration of the equipment.

All onsite access needs to be arranged through the District. This applies to installation, repairs, and any maintenance that needs to be undertaken, whether prior to or subsequent to the installation date.

Service Provider is responsible for removing any and all debris associated with the installation of services at the end of each day, returning the surrounding area to its previous condition. Exceptions will be made to this requirement only via written agreement between the District and the Service Provider. Any and all damage to LSD's facility(s) or equipment, or the facility(s) or equipment of third parties, caused by the Service Provider in the delivery of services shall be the sole responsibility of the Service Provider.

3.5. Contract Period

For leased lit fiber solutions, LSD is seeking a contract with a term of five years, extending from July 1, 2019 through June 30, 2024, with five one year voluntary extensions (leading to a final contract end date of June 30, 2029 if all extensions are exercised). Pricing provided must remain a firm cap throughout the contract term and the term of any extensions; price reductions during the extensions are acceptable, and pricing over a ten year term will be considered during the bid evaluation.

For dark fiber solutions, LSD is seeking a contract with a term of 10 years,

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extending from July 1, 2019 to June 30, 2029, with five one year voluntary extensions (leading to a final contract end date of June 30, 2034 if all extensions are exercised). Pricing provided must remain a firm cap throughout the contract term and the term of any extensions and must include all one-time and recurring costs, including special construction and any applicable operations and maintenance costs; price reductions during the extensions are acceptable, and pricing over the initial ten year term will be considered during the bid evaluation.

For self provisioned broadband networks, LSD is seeking a one time cost, inclusive of all special construction, and a separate annual cost to include any applicable operations and maintenance costs for a ten year period. Pricing will be considered over a ten year period during the bid evaluation.

Services should be cut over from the existing network to the new network effective July 1, 2019. All work must be done within a timeframe that complies with the requirements of the E-rate program; if the winning vendor fails to complete work within the compliant timeframe, the vendor assumes full liability for any penalties or lost funding due to the missed timeframe and agrees not to shift any costs to the applicant associated with missed timeframe or deadlines.

3.6. Surveys and Utility Locations

The winning bidder must undertake the responsibility of fiber “make ready” (or equivalent if a non-fiber solution is bid), which includes reviewing the district’s current and potential pole attachments and communicating with the pole owners (currently Verizon and Met-ed) to file paperwork and obtain permission for attachment of the new fiber installation. The fiber pathway routes provided are recommendations and may be modified to obtain the most cost efficient and viable route, while maintaining the requested logical connections.

Notwithstanding the information attached as Appendix J, the District shall not be responsible for furnishing surveys or other information as to the physical characteristics of the project site or utility locations for the project site. Contractor shall confirm the location of each utility. The Contractor shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

All existing utility systems which conflict with the construction shall be protected, relocated or temporarily removed and replaced as required. Such protection, relocation or temporary removal and replacement shall be accomplished at the expense of the Contractor and coordinated with the Utility. Contractor is

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responsible for PA One Call notification.

4. **Invoicing**

In compliance with E-rate program rules, applicants have the right to require vendors to bill them using either discounted invoices (the Service Provider Invoice, or SPI method) or through a reimbursement process (the Billed Entity Applicant Reimbursement, or BEAR, method). LSD intends to require the discounted (SPI) billing method.

4.1. **Ineligible Services**

Any ineligible services included in the services provided by the Service Provider must be either invoiced separately from eligible services or must be clearly marked on the invoices as ineligible (with all costs associated with those services separated from eligible costs).

4.2. **Ineligible Entities/Locations**

There are no ineligible entities or locations included in this RFP.

4.3. **Incorrect Invoices**

Any invoices provided by the service provider that are incorrect in whole or in part will not be paid by the District. LSD will require the service provider to issue a corrected invoice in which any errors are rectified. Service credits or other credits on the bill will not be acceptable.

4.4. **Taxes and Fees**

LSD is exempt from the payment of state sales tax. LSD will not pay any taxes or fees which are not identified in the Service Provider's bid response or from which it is exempt. The only exception to this will be new taxes or fees imposed by state or federal authorities; in the event a new tax or fee is imposed by a federal authority, the service provider must make the District aware of that tax or fee prior to or during the next Form 471 cycle, and the District will include that tax or fee in the Form 471 and pay it starting with the next funding year. The Service Provider will be responsible for any and all taxes and fees that do not meet these provisions.

4.5. **Financing**

It is the intention of LSD to fund any and all one-time charges as part of FY2019 funding requests(s). However, should the rules in place at the time of this RFP not be renewed by the FCC, LSD will be required to amortize the charges associated with the non-recurring costs over a period of three years. If LSD is required by FCC rules to amortize the charges over multiple years, the vendor must indicate what interest rate will be charged on the amortized balance.

5. **Terms and Conditions**

The successful Service Provider agrees to enter into a contract whose material terms are set forth below. Any exception to those terms and conditions must be provided and explicitly noted as an exception in the Service Provider's bid response. All exceptions must explicitly be noted as such in the bid response; it is insufficient to state a contradictory term or condition without explicitly indicating that the contradictory

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term or condition is an exception to the terms and conditions of the RFP. It is also insufficient for a provider to incorporate a document by reference or cite an external document for terms and conditions Acceptance (or rejection) of any exceptions proposed is at the sole discretion of LSD.

Any contract terms or conditions not included in the Service Provider's bid response will neither be considered nor accepted. Acceptance of any terms or conditions proposed by the Service Provider is at the sole discretion of LSD.

The terms and conditions governing the contract are as follows:

- 5.1. Coterminous: any modifications to the contract, such as equipment substitutions, location changes, or other adjustments will be coterminous to the original contract and any amendments or extensions thereto.
- 5.2. Level of business: the contract is awarded without any guarantee, implicit or otherwise, as to the level of business any Service Provider will receive.
- 5.3. Service substitutions: LSD reserves the right to make service substitutions, as permitted under E-rate program rules, provided such substitutions are allowed by federal, state, and local law and procurements policies.
- 5.4. SPIN changes: LSD reserves the right to change Service Providers if there is a legitimate reason to do so (e.g. breach of contract by the Service Provider or an inability on the part of the Service Provider to perform requested services) and the Service Provider agrees to cooperate in this process.
- 5.5. Limitations of Liability: LSD will not agree to any disclaimers or limitations of liability for the Service Provider.
- 5.6. Funding Contingency: proposed contract is contingent upon the appropriation of sufficient funds by the District to pay its portion of the costs as well as receiving funding from appropriate federal, state, and other sources. If funds are not appropriated, Service Provider agrees to take back any goods furnished, terminate any services, and relieve LSD of any future obligations under the Proposed Contract upon notice of same.
- 5.7. Postpone Delivery: LSD, at its sole discretion, reserves the right to postpone delivery of services and/or goods until USAC makes a Funding Commitment or to terminate the Proposed Contract without future liability in the event funding is denied.
- 5.8. Liability: The Service Provider assumes full liability for all of its acts and/or omissions in the performance of the Proposed Contract, as well as the acts and/or omissions of its subcontractors. The Service Provider shall indemnify and hold harmless LSD, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against LSD as a result of granting of the Proposed Contract to said Service Provider. The Service Provider further agrees to indemnify and hold harmless LSD and all of its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which may occur as a result of the performance of

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services provided for under the Proposed Contract or that may result from the carelessness or neglect of said Service Provider, its agents, subcontractors and/or employees. If judgment is recovered against LSD in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Service Provider, its agents, subcontractors and/or employees, the Service Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees and/or other expenses resulting therefrom. The Service Provider shall indemnify LSD against all liability, loss and/or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise, or any part thereof, to be provided pursuant to the Proposed Contract. The Service Provider shall not be relieved of any liability for damages sustained by LSD by virtue of any breach of the Proposed Contract by the Service Provider, and LSD may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to LSD from the Service Provider for said breach is determined. The Service Provider agrees that breach of the Proposed Contract by the Service Provider shall result in irreparable and continuing damage to LSD for which money damages may not provide adequate relief. Therefore, any breach of the Proposed Contract by the Service Provider shall entitle LSD to both preliminary and permanent injunctive relief in addition to any monetary damages.

- 5.9. Insurance Requirements: The Service provider and its contractors and subcontractors, if any, shall maintain (at its expense) Worker's Compensation and Employer Liability insurance coverage to support any financial obligations arising out of claims or damages to any person (including employees and agents of both the Service Provider and LSD). The indemnification requirement references under "Acts and Omissions," above, shall not be reduced in any way by the existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions. Copies of the certificates of insurance for required coverage must be included as part of the bid response.

The comprehensive general liability, automotive liability (including non-owned and hired vehicles) and property damage insurance, including suppliers, products and completed operations and contractual liability endorsements, must have a combined single limit of at least \$1,000,000 each per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.

The Service Provider and its contractors and subcontractors, if any, must also maintain disability benefit and other social insurance and required by the laws of the Commonwealth of Pennsylvania or any other state in which the Service Provider operates.

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LSD shall be named as an additional insured under the Service Provider's employer liability insurance and general liability insurance, as well as the employer liability insurance and general liability insurance of its contractors and subcontractors, if any. All policies where LSD is named as an additional insured shall require at least ten (10) days' notice to LSD prior to cancellation, termination, or expiration.

If the Service Provider seeks a waiver of any of the above insurance requirements, the reasons must be submitted in writing to the District and the waiver is not effective until approved in writing by the District (which approval may be withheld in the District's sole discretion).

- 5.10. Independent Contractor: Service Provider stipulates that in performing the Proposed Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership, or joint venture is created by the Proposed Contract. The Service Provider has the sole obligation to pay any contribution or taxes required by local, state, or federal authorities imposed on or measured by income generated pursuant to the Proposed Contract. LSD shall not be charged any obligation or responsibility whatsoever for extending any fringe benefits to non-LSD employees. Service Provider specifically covenants not to file any complaint, charge, or claim with any local, state or federal agency or court in which the Service Provider or any of its employees claim to be or to have been an employee of LSD during the period of time covered by the Proposed Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against LSD on the Service Provider's behalf, the Service Provider will request such agency or court to dismiss such matter.
- 5.11. Assignment: Service provider agrees not to assign the performance of the contract or any portion thereof to any other person without prior written consent from District. If the Service Provider assigns or subcontracts its obligations without such consent, LSD shall have the right, in its sole discretion, to rescind the Proposed Contract and to declare the same null and void. In such event, the Service Provider understands and agrees that it shall be liable for the cost of LSD to obtain like services from another Service Provider.
- 5.12. Early Termination: LSD shall not pay any penalty or early termination fee, however captioned, in the event of termination for cause or convenience.
- 5.13. Waiver: the waiver or failure of either party to exercise in any respect any rights provided for in the Proposed Contract shall not be deemed a waiver of any further right under the Proposed Contract.
- 5.14. Accurate costs: Service provider agrees to absorb the cost of any taxes, fees, charges, or other costs not included (or inaccurately characterized) in the Service Provider's bid response.
- 5.15. Priority: Service provider agrees that the final contract shall incorporate the terms and conditions of the RFP, minus any agreed upon exceptions, and that the RFP will be incorporated into the final contract.

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- 5.16. Jurisdiction: Service provider agrees that all legal disputes will be resolved through the appropriate judicial processes for the <insert jurisdiction>.
- 5.17. Pricing and Terms: Service provider agrees to honor the pricing and terms included in the bid response for a period of at least 180 days after the submission of the bid response.
- 5.18. Advertising: Service provider agrees not to use the District, the name of the District, or any media related to the work done at the District for promotional purposes without written authorization from the District.
- 5.19. Funding Responsibility: Service provider agrees to assume full responsibility (including financial responsibility) for any loss of E-rate funding resulting from action or inaction on the part of the Service Provider, including liability for liquidated damages in the amount of LSD's discounted portion on the funding requests so denied. In addition, the Service Provider shall be liability to LSD for any legal or consulting fees incurred by LSD in appealing, responding to FCC or USAC inquiries, or otherwise incurred in attempting to remedy violations of E-rate program rules and regulations by the Service Provider.
- 5.20. Termination: Service provider agrees to allow District to, upon written notice to Service Provider, terminate the Proposed Contract with 30 days' notice if the Service Provider fails to perform the services or deliver the items sought herein as specified, or if Service Provider fails to conform to any of the conditions set out in the Proposed Contract. The Proposed Contract shall not be terminated if, upon receipt of the notice, the Service Provider promptly cures the alleged violation within five (5) business days. In the event of termination, LSD will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by the Service Provider for use in completing the Proposed Contract. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for termination.
- 5.21. Notifications: Notices to either party shall be sent by certified or registered mail to the signatories on the Proposed Contract.
- 5.22. Licensure: The Service Provider covenants to have any and all licenses and permits required to perform the work or provide the goods specified and furnish proof of such licensing authorization and permits with its proposal, if required, and keep them in effect for the term of the Proposed Contract.
- 5.23. Debarment: In certain circumstances, the FCC may debar individuals or firms from participating in the E-rate program. LSD reserves the right to cancel the Proposed Contract should the Service Provider be or become debarred during the term of the agreement. Service Providers may not subcontract with any other Service Provider or Consultant that has been debarred.
- 5.24. OSHA Requirements: Service Provider agrees to abide by all applicable State and Federal regulations and guarantees that all items subject to OSHA requirements will not violate those requirements.

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- 5.25. Worker and Community Right to Know Act of 1984: Service Provider must comply with the provisions of the above-mentioned Act by providing Material Safety Data Sheets (MSDAs) for all chemical or hazardous substances provided as part of this bid (if applicable).
- 5.26. Compliance with Laws: all property and services furnished in response to this RFP must comply with all applicable Federal, State, and local laws, codes, and regulations.
- 5.27. Warranty: all equipment shall be guaranteed by the supplier against defects in workmanship and materials for a period of at least one (1) year from date of acceptance by the District or the manufacturer's stated warranty, whichever is longer, up to a maximum of (3) years. Installation shall also be guaranteed by the installer for a period of one (1) year from the date of installation or the installer's stated warranty, whichever is longer. During this period, the supplier and/or installer shall agree to promptly remedy any defects due to imperfect workmanship or materials found not to comply with Specifications.
- 5.28. Background Check: all Service Provider employees, contractors, and subcontractors must have the following background checks prior to working in the District:
- 1) Act 151 – Child Abuse Background Check
 - 2) Act 34 – Criminal Record Check
 - 3) FBI Fingerprint – Federal Criminal History Record Check.

Service Provider is required to present the original document(s) for all three of these background checks prior to beginning work in the district. These documents should be presented to the District's Business Manager, and the District will retain a copy of these documents with notations regarding the date that the original document was inspected and the name of the administrator who conducted the inspection. The original document(s) will be returned to the Service Provider. The District will follow the regulations promulgated by the State Board of Education concerned the confidentiality of the Criminal History Record Information obtained pursuant to Act 151 & Act 34. All costs associated with these background checks must be borne by the Service Provider.

If the service provider adds new employees, contractors, or subcontractors during the course of the work, the Service Provider must follow the same procedure described above prior to any work at the District.

The District will notify the Service Provider in writing if a decision not to permit a Service Provider employee(s), contractor(s), or subcontractor(s) is based in whole or in part on criminal history record information.

- 5.29. Equal Opportunity Employer: The District is an equal opportunity employer.

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5.30. Discrimination: Service Provider shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex.

5.31. Prevailing Wage: In accordance with the provisions of the Pennsylvania Prevailing Wage Act of 1961, with subsequent amendments thereto, Contractors are required to pay prevailing wages to their workmen if the Bid price for the project exceeds twenty-five thousand dollars (\$25,000). The Contractor and all subcontractors shall, prior to final payment, submit an affidavit that all laborers who have worked on the project and are subject to the requirements of the Pennsylvania Prevailing Wage Act have been paid their wages.

6. **RFP Requirements**

6.1. Communications/Questions:

Questions regarding the RFP can be submitted via email to scanady@lebanon.k12.pa.us with the subject line "Question re: RFP **Lebanon School District WAN Project 2018-2019**" or sent via mail to the District's address – ATTN: Shawn Canady re **Lebanon School District WAN Project 2018-2019**, 1000 South 8th St., Lebanon, PA, 17042. Questions received after the due date for questions outlined herein will not be considered. Vendors are prohibited from submitting questions via other means or otherwise having any contact with the District related to this RFP; vendors seeking to ask questions via phone or other unapproved means may have their bids rejected.

It is incumbent upon the Service Provider to point out any possible discrepancies, omissions, or ambiguities in the RFP using the procedure outlined above to submit questions. This includes alerting LSD that the services requested are non-standard. By failing to do so, the Service Provider waives the right to claim any provision of the RFP is ambiguous.

Vendors are strongly encouraged to schedule a walk-through to better understand the environment and restrictions. Walk-throughs can be scheduled via email at scanady@lebanon.k12.pa.us. Please note that walk-throughs must be completed by the deadline above. Walk-throughs are subject to availability, are not guaranteed, and should be scheduled as early as possible.

Should the District have questions regarding the vendor's bid, the applicant may reach out to the vendor during the vendor selection process for clarification. Similarly, the applicant may contact vendors during the vendor selection process to negotiate terms or conditions.

Vendors may withdraw their proposals by putting their request in writing to the email address or mailing address listed above; requests to withdraw proposals must be received by close of business on 1/17/2019. Service Providers may amend

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their proposals by withdrawing the original proposal and submitting a new proposal, per the requirements for proposal submission contained herein. Such requests must be received prior to the submission deadline in order to be honored.

6.2. Addenda

Responses to questions submitted, as well as any additional addenda, will be posted to the Form 470 via the USAC E-rate Productivity Center (EPC) portal. It is the sole responsibility of the Service Provider to check the EPC portal for any addenda. In the event of a conflict with the RFP, the addenda shall govern.

6.3. Proposal Submission

Proposals must be submitted via mail or hand delivery to the Lebanon School District Administration Office located at 1000 South 8th St., Lebanon, PA, 17042. Bids must be enclosed in an envelope or package with the following information clearly marked out the outside of the envelope or package:

BID FOR: Lebanon School District WAN Project 2018-2019

1/18/2019 1:00 PM

ATTN: Curtis O. Richards, Business Manager

Proposals are due no later than 1:00 PM EST on 1/18/2019. Proposals received after this time may not be accepted. We strongly urge bidders to ensure bids are delivered well in advance of the deadline.

6.4. Bid Opening

Proposals submitted will be opened at 1:00 PM on 1/18/2019. Bidders or their authorized agents may be present.

6.5. Acceptance/Rejection of Proposals

LSD reserves the right to (1) waive irregularities in any proposal; (2) accept or reject all or part of any proposal submitted; (3) reject all Proposals received in response to this request; (4) request clarifying information orally or in writing; (5) make a partial award, or not make any award; and (6) accept late proposals or improperly formatted proposals if deemed in the best interest of LSD.

6.6. Subcontractors

The Service Provider must clearly indicate and identify any subcontractors it intends to use in its Proposal. The Service Provider is wholly responsible for the entire performance under the Proposed Contract, regardless of whether subcontractors are used. The Service Provider is solely responsible for compensating all subcontractors used by the Service Provider in connection with the execution of the Proposed Contract. LSD reserves the right to reject any subcontractor.

6.7. Incurred Costs

Costs incurred by the Service Provider or any firm in the process of preparing or submitting proposals or questions, providing clarifications of the proposals submitted, or participating in contract negotiations are the sole responsibility of the Service Provider.

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6.8. Contract Negotiations and Award

LSD reserves the right to determine which proposal, in its sole judgment, best meets the District's needs. Contract awards are subject to review & approval by the Lebanon School District Board of School Directors.

LSD also serves the right to award a contract for any or all parts of this RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP; the right to utilize any and all ideas submitted in the RFP process; and the right to purchase the most cost-effective proposal(s) and not necessarily the lowest priced proposal(s) in accordance with E-rate rules where the price of E-rate eligible goods and services is the factor given the most points in the evaluation process among all the various factors considered in the evaluation. The District will open negotiations with the Service Provider with the highest scoring proposal first; should negotiations fail, the District will then open negotiations with the second highest scoring proposal, and so forth until the District either reaches an agreement with a vendor or decides to abandon the bids.

7. Minimum Proposal Response Requirements

LSD will determine whether Proposals have meet the minimum Proposal requirements set forth herein. Only those Proposals meeting the minimum Proposal requirements will be evaluated. LSD reserves the right to waive, at is sole discretion, any of the requirements for any Proposal.

<u>Minimum Proposal Requirements</u>	<u>Pass/Fail</u>
Tab 1: Signed cover page	Pass/Fail
Tab 2: SPIN	Pass/Fail
Tab 3: FCCRN	Pass/Fail
Tab 4: Red Light Status	Pass/Fail
Tab 5: Debarment Status	Pass/Fail
Tab 6: Free Services Listing	Pass/Fail
Tab 7: Proffer of Insurance Coverage	Pass/Fail
Tab 8: Duplication of Services	Pass/Fail
Tab 9: Non-Collusion Affidavit	Pass/Fail
Tab 10: Cost Proposal Worksheet(s)	Inclusion is Pass/Fail

8. Evaluation Criteria

The evaluation of each bid will be conducted by designated applicant staff and/or consultants. No staff or consultants with any financial or other business relationship with any Service Provider will be allowed to participate in the bid evaluation process. The evaluation process will take place in two steps. In the first step, Service Providers will be evaluated as to whether they have complied with all the requirements included

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in this RFP. Bids which are deemed non-compliant will be rejected. Those bids which are deemed compliant will be subjected to a second step of evaluation. During this step, bids will be evaluated on a variety of criteria, including (but not necessarily limited to):

- Price of E-rate eligible components
- Price of components ineligible for E-rate discounts
- Proposal's addressing needs as outlined in this document and the originating Form 470 (see Form 470 Application Number: 180001176)
- Qualifications of Service Provider staff to perform work
- Reputation/Past Performance/References

9. **Proposal Format and Content**

Proposals are to be formatted and tabbed in the form and sequence described in this section. Proposals not following this format will be ruled non-responsive and will *not* be considered for award. All proposals must be typewritten or written legibly in ink; bids showing alterations (such as erasures) may not be accepted.

Minimum Proposal Response Requirements

Failure to include any of the minimum Proposal response requirements will result in a Proposal being deemed non-responsive. Please be sure to include each of the following in your response:

Tab 1: Signed cover page. Fill out and complete the Request for Proposal (RFP) **Lebanon School District WAN Project 2018-2019** Cover Page and provide under Tab 1 of the Service Provider's response.

Tab 2: SPIN. Fill out Appendix A and provide under Tab 2 of the Service Provider's response.

Tab 3: FCCRN. Fill out Appendix B and provide under Tab 3 of the Service Provider's response.

Tab 4: Red Light Status. Fill out Appendix C and provide under Tab 4 of the Service Provider's response.

Tab 5: Debarment Status. Fill out Appendix D and provide under Tab 5 of the Service Provider's response.

Tab 6: Free Services. Fill out Appendix E and provide under Tab 6 of the Service Provider's response.

Tab 7: Proffer of Insurance Coverages. Fill out Appendix F and provide under tab 7 of the Service Provider's response.

Tab 8: Duplication of Service. Fill out Appendix G and provide under tab 8 of the Service Provider's response.

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Tab 9: Non-Collusion Instructions and Affidavit. Fill out Appendix H and provide under tab 9 of the Service Provider’s response.

Evaluation Criteria

Tab 10: Cost Proposal Worksheet

Fill out both Appendix I and the applicable Cost Proposal Worksheet, which can be found as an attachment to this RFP via the USAC EPC portal. Separate worksheets are available for lit fiber proposals, dark fiber proposals, and self provisioned proposals. Only one cost proposal worksheet can be attached to each bid; if a Service Provider wishes to submit multiple bids using different cost proposal worksheets, the Service Provider must submit multiple complete bids. Service Provider must include all costs it will attempt to charge LSD, including mandatory regulatory fees, allowable taxes, etc. Note that LSD will not pay “pass-throughs” for which it is exempt, or non-mandatory “pass throughs.” Costs for services plus any mandatory regulatory fees and/or allowable taxes must be fully set forth on the Cost Proposal Worksheet such that they are reflected in the total cost. The basis for or the assumptions underlying any mandatory regulatory fees and/or allowable taxes must be fully explained in Tab 10.

All of the fields shaded in green in the Cost Proposal Worksheet are to be completed by the Service Provider. Modifying any field other than those shaded in green is cause for rejection of the Service Provider’s proposal. Failure to fill this form out completely may result in rejection of the Proposal. If the Cost Proposal If the worksheet form is insufficient to fully set forth the Service Provider’s total cost, the Service Provider may raise questions using the Communications/Questions process as set forth herein.

Applicable taxes and fees should be included in the applicable E-rate eligible or E-rate ineligible cost columns. Any costs, taxes, fees, or other costs (including, but not limited to, shipping, configuration, installation, etc.) not identified in the Cost Proposal Worksheet but necessary for the appropriate functioning of the equipment requested must be borne by the Service Provider at no cost to the District. If a provider has substituted an item for that which was included in the RFP, or has other comments about a particular piece of equipment or service, please make note in the “Provider Notes” field. Additional instructions are included in the cost proposal worksheets themselves and must be followed.

Tab 11: Description of Services

Describe the services proposed in response to the “Services Requested” section, above.

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Tab 12: Implementation Plan

Describe the Service Provider's plan to ensure services will be fully operational by July 1, 2019, including any material activities the service provider believes may be necessary. Also include all other activities that may be necessary to transition over from current providers or infrastructure.

If the service provider believes any LSD resources are necessary to ensure timely delivery of services, those resources must be listed with specificity within this tab. Acceptance of these requirements is solely at the discretion of LSD. No resource requirements not listed in this tab will be accepted by LSD.

Tab 13: E-rate Information

Provider should describe past experience with the E-rate program, including the number of years in which the provider has participated in the program, steps the provider takes to stay abreast of the changes and developments in the program, the number of funding requests with which the provider has been associated, the number of those funding requests which were successfully funded through the E-rate program, and any experience the provider has with audits under the E-rate program. The vendor should also provide a description of any funding which is either "on hold" or has been denied.

Tab 14: Service Provider Information

Provide information to support why the Service Provider believes it has adequate financial and operational capability to provide the services subject of this RFP. Describe the Service Provider's business organization, financial stability, information on any past (within 5 years) or planned bankruptcy filings, information on any past (within five years) or planned mergers and acquisitions, description of similar services provided to similar or larger entities (including the number of years provided), and the capability to ensure services are fully operational by the deadline listed herein.

Tab 15: Customer Service and Satisfaction

Describe the Service Provider's approach to customer service. Include designated contacts, available hours, and the Service Provider's process for escalation of issues concerning ordering services, service delivery, invoicing of services or E-rate-related issues.

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Tab 16: References

Provide at least three client references clients including the names of the individual(s) you would propose LSD contact, together with phone numbers and company names and addresses. LSD reserves the right to contact or visit any party not listed as a reference that has previously used or is presently using similar products or services as offered in the Service Provider's RFP Proposal. LSD also reserves the right to use other sources to obtain or verify information about the proposed products and services.

Tab 17: Exceptions to RFP Terms and Conditions

The Service Provider must list all exceptions to Terms and Conditions set forth in this RFP, and any additional contract terms and conditions proposed by the Service Provider. Such terms or conditions must be set forth with specificity. Service Provider may not make reference to extraneous documents or attempt to incorporate documents by reference.

Acceptance of exceptions is at the sole discretion of LSD. However, any contract terms or conditions proposed by the Service Provider not set forth in its Proposal will not be negotiated or accepted.

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Appendix A - SPIN Number Information

Submit this Appendix filled out under Tab 2 of Service Provider's response.

1. Provide in the following space the SPIN Number that the Service Provider will be using to provide the services subject of this RFP :

2. Indicate the entity name associated with this SPIN number (if uncertain, this information can be found at http://www.sl.universalservice.org/Forms/SPIN_Contact_Search.asp):

3. Provide the documentation from the USAC web site proving that the entity name associated with this SPIN number is consistent with your response in Number 2 above. Check "Yes" if the documentation is provided in this Tab:

Yes No

(If "No" is checked, the RFP response may at LSD's sole discretion be deemed non-responsive and ineligible for award.)

4. If the name of the Service Provider responding to this RFP does not precisely correspond to the name of the entity associated with the SPIN number provided in number 1 and documented in number 3 above, an explanation must be provided as to the relationship that exists between the Service Provider responding to this RFP and the entity associated with the SPIN number that allows the Service Provider responding to the RFP to provide the services under the SPIN number provided. Please attach and include it under Tab 2 of the Service Provider's response, if applicable.

5. Check "Yes" to confirm that any contract resulting from this RFP will be in the name of the entity associated with the SPIN number, or the name of the entity associated with the SPIN number d/b/a name of Service Provider responding to the RFP.

Yes No

If "No" is checked, the RFP response may at LSD's sole discretion be deemed non-responsive and ineligible for award.

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Appendix B – FCC Registration Number

Submit this Appendix filled out under Tab 3 of Service Provider’s response.

Service Provider’s FCC Registration Number is as follows: _____

Check here to confirm Service Provider has provided its FCC Registration Number:

Yes

No

If “No” is checked, the RFP response may at LSD’s sole discretion be deemed non-responsive and ineligible for award.

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Appendix C – FCC Red Light Status

Submit this Appendix filled out under Tab 4 of Service Provider’s response.

Service Provider confirms that it has not been placed on “red light” status either currently or at any time during the prior three E-rate funding years:

Yes

No

If Service Provider has checked “No”, please provide relevant information regarding the circumstances that Service Provider was placed on “red light” status:

LSD at its sole discretion may fail the Service Provider if LSD deems the underlying reasons for the red light status to be materially detrimental to LSD’s E-rate funding request.

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Appendix D – Debarment Status

Submit this Appendix filled out under Tab 5 of Service Provider’s response.

Service Provider certifies that neither the Service Provider or its principals; its subcontractors or their principals are or have been suspended or debarred from the E-rate program:

Yes

No

If Service Provider checked “No”, the RFP response will be deemed non-responsive and ineligible for award.

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Appendix E – Free Services

Submit this Appendix filled out under Tab 6 of Service Provider’s response.

Service Provider certifies that there are no free products or services offered in conjunction with this proposal:

Yes No

If “No” is checked, please identify what the free products and services are in the provided space:

The value of the free products or services listed above is as follows: \$_____

Please check “Yes” or “No” to indicate that the value of the free products or services associated has been included in the Cost Proposal Worksheet:

Yes No

LSD at its sole discretion may fail the Service Provider if LSD deems the value or nature of the free services being offered may be materially detrimental to LSD’s E-rate funding request.

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Appendix F – Proffer of Insurance Coverages

Submit this Appendix filled out under Tab 7 of Service Provider’s response.

1. Service Provider has attached a certificate of insurance evidencing insurance coverage as set forth in the RFP in this tab:

Yes No

2. If “Yes” is checked in Number 1, will Service Provider obtain insurance with the Lebanon School District named as an additional insured if awarded a contract?

Yes No

If “No” is checked in Number 1 or Number 2, the RFP response will be deemed non-responsive and ineligible for award.

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Appendix G – Duplication of Service

Submit this Appendix filled out under Tab 8 of Service Provider’s response.

Certify “Yes” if Service Provider’s Proposal does not contain any duplication of service.

Yes

No

If “No” is checked, the RFP response may in LSD’s sole discretion be deemed non-responsive and ineligible for award.

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Appendix H – Non-Collusion Instructions

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

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Appendix H – Non-Collusion Affidavit

State of _____ : Contract/Bid Title: _____

County of _____

I, _____ state that I am _____ of _____
(name) (Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not
(Name of firm)

under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above
(Name of firm)

representations are material and important, and will be relied on by **Lebanon School District** in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Lebanon School District** of the true facts relating to the submission of bids for this contract.

(Signature, Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2_____

(Notary Public)

My Commission Expires: _____

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Appendix I – Cost Proposal

Submit this Appendix filled out under Tab 10 of Service Provider’s response.

Check here to confirm Service Provider’s understanding that LSD will not be responsible for any costs not expressly included in the Cost Proposal Worksheet:

Yes

No

If “No” is checked, the RFP response may at LSD’s sole discretion be deemed non-responsive and ineligible for award.

Note that if “Yes” is checked, Service Provider shall be prohibited from charging LSD any charges or fees, however labeled, not specifically set forth in the Cost Proposal Worksheet.

