



Category One Fiber

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SCHEDULE OF EVENTS

- January 10, 2020 – RFP Released to Bidders.
- February 10, 2020 – 2:00PM EST – Deadline for receipt of sealed bids.
- February 10, 2020 – 2:30PM EST – Public opening of sealed bids. Vendors welcome to attend.
- February 13, 2020 – Contract awarded at board meeting.
- February 14, 2020 – Notify awarded vendor.

OVERVIEW OF REQUEST

The district's current contract for fiber optic data service terminates June 30, 2020. The current network topology includes a 1Gbps links from the Erlanger Board Office to each of our 4 elementary schools: Arnett Elementary, Howell Elementary, Lindeman Elementary, and Miles Elementary.

The district is seeking 10Gbps or greater links to each of our 4 elementary schools: Arnett Elementary, Howell Elementary, Lindeman Elementary, and Miles Elementary. All links will terminate in the main data closet at Tichenor Middle School. See Scope of Work section for details.

Erlanger-Elsmere Board of Education wishes to receive proposals for fiber connection with a maintenance contract. Bidders may propose solutions greater than 10gbps, but each bid must include a 10gbps service level for fair comparison.

The district wishes to engage in a five to ten year contract starting July 1, 2020 with an opt-out clause for the district for cause without penalty upon 30 days written notice. A termination of the contract from the service provider would require notification on or before December 15th of the year before the termination year. This gives the district sufficient time to prepare a new RFP and participate in the E-Rate program.

CONTRACT REQUIREMENTS

Erlanger-Elsmere Board of Education (BOE) wishes to take advantage of E-Rate funding discounts.

In addition, Erlanger-Elsmere BOE may use this bid to issue purchase orders and pay for items on a purchase order that are not eligible for E-Rate discounts. Erlanger-Elsmere BOE will pay the vendor using district funds for these purchases.

Erlanger-Elsmere BOE expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program. (See next section: Universal Service)

Copies of this proposal may be downloaded directly from the district's web page:
<http://www.erlanger.kyschools.us/Administration2/2>

If you need assistance, please contact John Estep at john.estep@erlanger.kyschools.us or by phone at (859) 727-2009.

Erlanger-Elsmere BOE reserves the right to reject any and all proposals. Late proposals will not be accepted.

Erlanger-Elsmere BOE does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability.

Proposers on this work will be required to comply with all applicable requirements pertaining to fair labor, state, and local government.

All Service Providers will be responsible for procuring the discounted amount from the SLD. Applicant will not provide the form 472 (BEAR form reimbursement process).

Erlanger-Elsmere Board of Education reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval. The district reserves the right to accept the pricing proposal solely dependent upon SLD approval.

In addition, the district reserves the right to fund (proceed with project or purchase) or not to fund regardless of E-Rate approval.

TECHNICAL SCOPE OF WORK

- A. The central hub for the fiber optic network will be located in the district's datacenter, located at Tichenor Middle School, 305 Bartlett Avenue, Erlanger, KY 41018. This is the termination point for all circuits. Each of the circuits to our building locations should terminate in a patch panel, to be provided by the service provider, mounted in a rack designated by the district's network administrator.
- B. The fiber shall connect the district datacenter to the district's four elementary schools:
Arnett Elementary, 3552 Kimberly Drive, Erlanger, KY 41018
Howell Elementary, 909 Central Row Street, Elsmere, KY 41018
Lindeman Elementary, 558 Erlanger Road, Erlanger, KY 41018
Miles Elementary, 208 Sunset Avenue, Erlanger, KY 41018
- C. The Class of Service (CoS) must be the highest real time priority available. The district will only consider proposals offering latency (one way) of 5 ms or less, jitter of less than 3 ms and packet loss of 99.5% or less. The connections between sites shall be a minimum of 10Gbps and cannot be metered, slowed, or otherwise limited at any time. No personal data will be harvested or collected from this service. Bids offering less than these specifications will be disqualified.
- D. If a managed solution (lit fiber) is proposed, the service provider will only manage the speed on the link and nothing else. VLANs, QoS, COS, etc, will be managed by the district. Solution must support jumbo frames.
- E. If a managed solution (lit fiber) is proposed, the service provider will provide all necessary equipment to connect existing infrastructure to datacenter.
 - a. Service provider will not provide any equipment that will route traffic. All routing will be handled by district's router.
- F. If a non-managed (dark fiber) solution is proposed, the District will provide equipment to "light" the service between endpoints. This includes, but not limited to, switches, transceivers, and/or fabric devices. A minimum of two strands of fiber must be provided.
- G. If construction of a fiber optic network is necessary, the service provider is expected to obtain all rights of way, utility pole leasing, etc.
- H. During the term of this contract, any changes in the routing of the fiber cable due to other entities holding access restrictions to cabling pathways or routes, infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.), utility company changes (pole relocation, etc.), or other changes impacting the routing of cabling between sites and the datacenter will be the sole responsibility of the service provider at no expense to Erlanger-Elsmere BOE.
- I. In the event of loss of communication between any site and the datacenter, repairs are expected to begin within six hours of initial communication from district to service provider. Service provider is expected to provide Chief Information Officer and network administrator with two points of contact to service provider in the event of communications outage.

UNIVERSAL SERVICE (E-RATE REQUIREMENTS)

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participate in the Universal Service Support Mechanism for Schools and Libraries as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may partially or entirely dependent upon the successful receipt of Universal Service Fund subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following.

USF Knowledge – Vendor shall have, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (E-Rate)

USF Registration – Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

USF Participation – Vendor shall agree to participate in the E-Rate Program and to cooperate fully and in all respects with the District, The Universal Service Administrative Company (“USAC”), and any agency organization administering the E-Rate Program to ensure that the District receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

Lowest Corresponding Price - CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”

- Erlanger-Elsmere BOE is not obligated to ask for the LCP; it must receive it.
- If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
- Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
- There is a rebuttable presumption that rates offered within the previous three years are still compensatory.

USF Documentation – Vendor shall provide to Chief Information Officer within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that Erlanger-Elsmere BOE may need to prepare its E-Rate applications and/or to document transactions eligible for E-Rate support.

Invoicing Procedures – Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to Erlanger-Elsmere BOE for E-rate eligible equipment and/or services

- Date of invoice
- Date(s) of service
- Funding Request Number
- Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of the services performed and materials supplied that matches Erlanger-Elsmere BOE’s contract specifications, Form 470 and Form 471 descriptions of same.
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the Erlanger-Elsmere BOE (non-discounted amount of eligible charges) and amount(s) to be billed to Erlanger-Elsmere BOE (non-discounted amount of eligible charges)
- Invoice on Vendor’s letterhead or on a Vendor-generated form
- Erlanger-Elsmere BOE’s Billed Entity Number
- Erlanger-Elsmere BOE’s Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

USF Discounted Invoicing and Reimbursement Processes – Vendor shall, at Erlanger-Elsmere BOE’s request, invoice Erlanger-Elsmere BOE only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company (“USAC”) for the balance [Discounted Invoice Process]

- **Discounted Invoice Process**
 - **Invoicing** - Vendor delivers to Erlanger-Elsmere BOE, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor’s contract with Erlanger-Elsmere BOE, Vendor must invoice Erlanger-Elsmere BOE for its share of the pre-discount cost of those materials or services.
 - **Timely Filing** –Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against Erlanger-Elsmere BOE for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
 - **Invoice Rejection** – Vendor understands and agrees that Erlanger-Elsmere BOE shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC’s refusal to pay; if Erlanger-Elsmere BOE is at fault, Erlanger-Elsmere BOE shall not be liable to Vendor and Vendor shall have no recourse against Erlanger-Elsmere BOE for the amount at

issue until both Erlanger-Elsmere BOE and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

- **District Approval** – Vendor shall submit to Erlanger-Elsmere BOE for its review and approval before submitting it to USAC for payment, a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. Erlanger-Elsmere BOE shall not unreasonably delay or withhold approval of Vendor’s USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after Erlanger-Elsmere BOE has had a reasonable opportunity to review and approve them.
- **Delayed USF Funding Commitment** – Vendor understands that, due to circumstances beyond Erlanger-Elsmere BOE’s control, Erlanger-Elsmere BOE may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.
 - **Retroactive Invoicing** – When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount Erlanger-Elsmere BOE is owed retroactive to July 1st of the funding year or whenever approved service to Erlanger-Elsmere BOE began, whichever date is later.

USF Audit and Document Retention Requirement – Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor’s services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and Erlanger-Elsmere BOE’s 470 and 471
- Ensuring that services or products are not provided to Erlanger/Elsmere Schools without Erlanger-Elsmere BOE’s express written permission or official purchase authorization

- Ensuring that district-approved substitute services or products are prominently noted on invoices submitted to USAC and Erlanger-Elsmere BOE.
- Were applicable, non-recurring services should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year.
- Supporting documentation sufficient to evidence that what was approved per FCDL and provided to Erlanger-Elsmere BOE, was actually provided to Erlanger-Elsmere BOE and when.
- If E-rate eligible services and/or installation or equipment costs are included as part of a large contract, or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed.
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to Erlanger-Elsmere BOE in a timely manner
- Ensuring that USAC forms are filed out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate supported equipment provided to Erlanger-Elsmere BOE with detailed information for each item (model number, serial number, product description) and made available to Erlanger-Elsmere BOE in electronic format.

Contract Term Modification – Erlanger-Elsmere BOE will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate “program year” or an extended service end date for an E-rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).

SCOPE OF CONTRACT

- 1) It is expected that the existing fiber from Spectrum Enterprise and the new fiber connectivity will overlap to a very brief degree during the transition from one vendor to the other. We would like this transition to occur July 1-3, 2020. It is desired that there be an absolute minimum of downtime during the change out of vendors/services.
- 2) If the service (fiber connectivity) will begin on July 1 for the funding year, the service provider, in some cases may need to undertake some construction and installation prior to the beginning of the funding year.
 - i) If services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.
 - ii) There are four conditions that must be met in order for USAC (E-Rate) to provide support in a funding year for Priority 1 infrastructure cost incurred prior to the funding year.
 - (a) Initiation of installation cannot take place before selection of the service provider pursuant to a posed Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
 - (b) The Category 1 service must depend on the installation of the infrastructure.
 - (c) The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
 - (d) No invoices can be dated prior to July 1 of the funding year.
- 3) The fiber connectivity is to include the connections and equipment necessary (depending on whether lit or dark fiber is proposed) at each endpoint to integrate into existing district owned network hardware.
 - a) The equipment necessary to accomplish connectivity is a part of the lease and shall remain the property of the service provider.
 - b) Service provider must provide all service and support for repairs of the fiber connectivity and for maintenance of the end point terminations including configuration of routers at both termination points. Service provider must maintain a service presence (response) within 50 miles of the District.
 - c) It is understood that mission critical functions of Erlanger-Elsmere BOE is carried out over the fiber connectivity provided. In the event of failure of the connectivity, the service provider must be able to provide 24/7/365 ability to restore the connection in a reasonable time and manner.
 - d) The service will be billed monthly and will be prorated from July 1 to the actual service start date, if applicable. The term of the contract is July 1, 2020 thru June 30, 2025 (or longer, up to ten years from July 1, 2020). A termination of the contract from the service provider would require notification on or before December 15th to give Erlanger-Elsmere BOE ample opportunity to participate in the E-Rate program the following funding year.

PROPOSAL EVALUATION

The contract will be made with the provider whose proposal is determined to be in the most cost effective and in the overall best interest of the Erlanger-Elsmere BOE. Proposals will be evaluated, first, as responsive or unresponsive to the RFP's specifications. Second, the proposals will be evaluated based on the information presented in the proposal and on additional information obtained during the evaluation process. Successful proposals will be evaluated with the evaluation criteria. Please include at least two references. The evaluation criteria and their respective weights are:

<i>Cost of Eligible Goods and Services</i>	30
<i>Management Capability</i>	25
<i>Other Cost Factors(ineligible goods, price for breaking contract, changing providers, etc)</i>	20
<i>Experience</i>	15
<i>In State Preference/Local</i>	10

BID OPENING

Sealed bids should be delivered to the Erlanger-Elsmere Board of Education, located at 500 Graves Ave, Erlanger, KY 41018, by 2:00pm Monday, February 10. Bids will be opened at 2:30pm that day. Bids will be read aloud at that time. This event is open to bidders and the public. All proposals must be received by the time designated above and none will be considered thereafter. **No bid will be accepted via fax or email.** All bids should be sealed and labeled "Bid – Fiber Optic Network Services, Deadline 2:00pm, February 10, 2020." Bid proposals should include a cover sheet containing a summary of the proposal. This should include the name of the vendor, contact information, level and type of service(s) offered, and monthly cost for each service.

CONFLICT OF INTEREST, GRATUITIES, AND KICKBACKS

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE ERLANGER-ELSMERE BOE, KENTUCKY ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS IN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE ERLANGER-ELSMERE BOE, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED

FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS IN INDUCEMENT, OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE ERLANGER-ELSMERE BOE, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.