

PITTSBURGH PUBLIC SCHOOLS

**REQUEST FOR PROPOSAL
LIT FIBER WIDE AREA NETWORK SERVICES**

Due Date: December 19, 2014 at NOON EST.

1.0 INTRODUCTION

1.1 Background

The Pittsburgh School District ("Customer" or "District") issues this Request for Proposals ("RFP") for Lit Fiber Wide Area Network Services. The initial term will be for 5 years, from July 1, 2015 – June 30, 2020, plus two, 1-year optional extensions.

Customer intends to apply for discounts on the services listed in this RFP through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as "E-rate." Several criteria and restrictions pertinent to the E-rate program are included herein and must be met by the successful vendor and in order for the proposal to be considered a Qualified Proposal.

1.2 Issuing Officer and Technical Contact

The Issuing Officer for general questions related to this RFP is:

Scott Gutowski, Chief Information Officer
Pittsburgh Public Schools
341 S. Bellefield Avenue
Pittsburgh, PA 15213

Sgutowski1@pghboe.net

The Technical Contact for technical questions related to this RFP is:

Andrea Niedbala-Williams, Director of Networking/ Telecommunications
Pittsburgh Public Schools
8 South 12th Street
Pittsburgh, PA 15203

Aniedbalawilliams1@pghboe.net

1.3 Deadline for Proposals

The deadline for proposals to be submitted to the Issuing Officer is December 17 at noon EST. Proposals must be submitted in a single PDF file with all required Vendor information, certifications and attachments required to be included. Customer reserves the right to reject any and all late-filed proposals that may be received after the deadline.

1.4 Format of Proposal

The RFP is very specific about the requirements of this procurement. If a Service Provider does not agree to any of the terms listed in this RFP, they must provide the specific Item number and the specific, detailed reason they cannot agree to that term in their Proposal. Service Providers' compliance with the specifications of this RFP will be taken into account as part of the evaluation process. The District also specifically requests that all replies to this RFP be succinct and not contain extraneous information that is not requested in this RFP.

1.5 Best and Final Offers

District reserves the right to ask clarifying questions of Service Providers and to request best and final offers upon review of initial proposals. The price of E-rate eligible services will be the most heavily weighted in the review of all proposals and at each step of the review process.

1.6 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the Service Provider prior to the established due date and time.

1.7 Rejection or Acceptance of Responses

District will review the proposals for compliance with the procedural requirements set forth in this RFP and may reject any proposal that materially fails to comply. Any deviation from the performance requirements or other terms of the RFP, informalities or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted or rejected by District at its discretion.

1.8 Notification of Successful Bidder(s)

The successful bidder(s) will be advised of selection by the Issuing Officer through the issuance of a notification of award letter via email. Any notification of the selection of the successful bidder shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement. Unsuccessful bidders also will be notified via email after a contract has been signed with the successful vendor.

1.9 Security and Pennsylvania Act 34 Clearance/Act 151 Clearances

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

For Pennsylvania Residents: Form SP4-164-Pennsylvania State Police "Request for Criminal Record Check" – Call 717-783-5494; Act 34

Out-of-State Residents: Pa. Form SP4-164 and FBI Background Check; Act 114

Pennsylvania "Child Abuse History Clearance" – Call 717-783-6211; Act 151

Fingerprints, as required, Act 114

On-site work at the school sites cannot commence until the provider has obtained all relevant certifications, licenses, permits and/or required qualifications for its workers and each school has cleared the personnel for work in District's locations.

1.10 Tax Exempt Status

District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions.

1.11 Additional Information for Service Providers

District reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP via RFP amendment;
- Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s) in accordance with E-Rate rules where price of E-rate eligible services is the factor given the most points in the evaluation among all of the various factors considered in the evaluation.

1.12 Reasons for Disqualification of Proposals

If any of the following conditions occur, Service Provider's proposal is automatically disqualified from being evaluated.

- 1.12.1 Service Provider's proposal is submitted after the deadline and proposals have been opened by District. District's discretion as noted in Section 1.4 is eliminated once the bids have been opened.
- 1.12.2 Service Provider is on Red Light Status with the FCC.
- 1.12.3 Service Provider is not authorized to do business in Pennsylvania or is not authorized to provide services requested in this proposal to all buildings within the District.
- 1.12.4 Service Provider does not have a Service Provider Identification Number ("SPIN").
- 1.12.5 Services are not all provided under a single E-rate SPIN number.
- 1.12.6 Service provider cannot provide services to all locations listed in Attachment A.
- 1.12.7 Service Provider has not disclosed whether any of the services are being leased or resold from other vendors and if so, has not disclosed exactly what services are being resold.

1.13 Timeline for Procurement/Contract Signing

Customer intends to review all proposals immediately following the submission deadline and, if required, conduct interviews and a best and final phase of the procurement process after the allowable contract date in January. A tentative award will be made in January 2015 with the contract being signed by late February 2015. The service must begin being installed to ensure the service is operational on July 1, 2015.

2.0 SCOPE OF SERVICES REQUESTED IN THIS REQUEST FOR PROPOSAL

2.1 Network Configuration and Technical Requirements

The District seeks Vendor pricing for two proposals, referred to below as 'Proposal 1' and 'Proposal 2.' Vendors are encouraged to provide pricing for both proposals, but are not required to do so. The District prefers Proposal 1, but may consider Proposal 2 if the proposals received for Proposal 1 are cost prohibitive.

Proposal 1:

The District seeks 10GB dedicated lit fiber connectivity to each District building listed in Appendix B. The 10 GB handoffs must be made to the District Data Center at 8 S. 12th Street.

Proposal 2:

The District seeks 1GB dedicated lit fiber connectivity to each District building listed in Appendix B. The District prefers to have 10 GB fiber handoffs which must be made to the District Data Center at 8 S. 12th Street.

Note: Both proposals must be a Layer 2 solution.

- 2.1.1 Proposals must provide service to all buildings listed in Appendix B. The District intends to sign a contract with a single vendor.
- 2.1.2 Fiber must be lit by the service provider, with all terminating electronics (such as the GBIC, Switch, or other DMARK equipment) owned and maintained by the service provider.
- 2.1.3 District must have viewing and monitoring capabilities of the leased facilities, but Customer does not want and will never maintain, repair or configure the electronics or network in accordance with E-rate rules. Ability to view network simply will allow Customer to determine during outage periods if the problem resides with the WAN or a Customer-owned LAN or piece of equipment.
- 2.1.4 Proposals must identify and describe the network monitoring software that will be used to ensure that the network operates as intended.
- 2.1.5 District must have access to a customer portal where it can view bandwidth utilization reports.
- 2.1.6 All proposals must include detailed network diagrams.
- 2.1.7 Vendor is responsible for providing, installing, configuring, testing and troubleshooting all connectivity and equipment to each building's main distribution facility and to the centralized Data Center.
- 2.1.8 Proposals must identify the manufacturer, make and model of the on-premise, vendor-owned equipment that it intends to include in the leased WAN to the Customer in response to this RFP. Proposed equipment must be capable of being supported with spare parts and maintenance for the life of the contract. All vendor equipment must be compatible with industry standard technology infrastructure and must be able to pass all District traffic utilizing standard TCP/IP protocols.
- 2.1.9 Vendor must provide services to all of the Service Sites listed in Appendix B. If a Vendor needs to physically review a site location, please contact the Issuing Officer and a date/time will be made available to all interested Vendors to attend the site walkthrough. Such requests should be submitted by no later than December 4, 2014.

2.1.10 Vendor must be willing to set forth proposed per building pricing and to sign a contract which anticipates that the parties may amend the agreement as a minor contract modification to add or remove Service Sites or to change Service Site locations during the term of the contract with no early termination charges. The per-building price shall remain the same for the life of the contract, including extensions.

2.2 Outage and Problem Resolution Procedures

Vendors shall describe their problem resolution procedures. Vendors shall provide:

- 2.2.1 Dedicated point of contact for problem resolution
- 2.2.2 A description of Vendor's emergency capability
- 2.2.3 The location of the nearest support depot and service personnel
- 2.2.4 Guaranteed time to respond to a down condition
- 2.2.5 Guaranteed time to respond to a poor line condition
- 2.2.6 Escalation procedures
- 2.2.7 24/7/365 support for all circuits and services
- 2.2.8 24 hour Advanced Notification of all planned outages that affect District services
- 2.2.9 Informational alerts for all unplanned outages that affect District services

2.3 Billing Support

Monthly consolidated billing that is easy to reconcile is required, along with available live customer support. Proposers shall submit examples of billing documents, and shall describe the available customer support including online billing and administrative access to Customer's account information. Clarity of content, readability and document appearance of the Proposer's billing information will be reviewed. Customer requires online access to all billing information, ordering information and billing statements.

Vendor must ensure that E-rate discounts are provided only to eligible entities for eligible services. For this reason, a separate invoice for ineligible entities must be provided to the District each month, if requested. This will ensure that only eligible entities are receiving discounted bills. District will work with the successful Vendor to identify which entities are E-rate eligible.

Proposals should describe the online portal the District can use to view current services, and current and previous invoices. In addition, proposals should explain how long previous invoices are available online for downloading.

2.4 Pricing Format

Pricing must be included in the format prescribed in Appendix A. Pricing must be inclusive of all taxes, fees and surcharges, including any fees, taxes or surcharges paper statement fees, special taxes, PA gross receipts tax, Universal Service Fees, Universal Service Administrative Fees, regulator recovery fees, property taxes, etc. The District will not pay any such fees or charges over the course of the agreement that are in addition to the single postal-rate price provided in the contract. This is done for budgeting

purposes, but also so an apples-to-apples comparison can be done of Vendor proposals. Any proposal that does not meet this requirement will have points deducted in the bid evaluation and will be required to submit a revised proposal with this information included.

2.5 Network Performance Guarantees

The Customer will require guarantees of performance for all segments of the WAN at a 99.999% minimum uptime per month. The Vendor must provide specific Minimum Performance Levels for each segment. Any performance under this level must be considered a Partial Outage. Complete loss of service on any segment shall be considered a Total Outage. The Vendor shall provide details on the Customer's recourse for loss of service, either partial or total, for each segment. This should include the amount of time of an outage, both partial and total, and the particular recourse available (e.g. 1 week credit for a 60 minute outage).

2.6 Service Sites

Vendor must be willing to set forth proposed pricing and to sign a contract which anticipates that the parties may add or remove Service Sites or to change Service Site locations during the term of the contract without penalty and at the same per building rate included in the contract.

2.7 Outage and Problem Resolution Procedures

Vendors shall describe their problem resolution procedures, including, points of contact for problem resolution, a description of Vendor's emergency capability, the location of the nearest support depot and service personnel, guaranteed time to respond to a down condition, guaranteed time to respond to a poor line condition, and escalation procedures.

2.8 Timeline for Installation of Services

Installation of service shall begin prior to July 1, 2015 so that service is fully operational as of July 1, 2015. Installation shall not begin, however, until after a contract between the parties has been executed. No invoices for service and/or installation shall be issued or dated prior to July 1, 2015. Vendor shall provide a project manager to assist with conversion of services and must identify that individual in their proposal. There may be a need for some of the installation to occur after hours. The rate for after-hours installation shall be the same as the installation costs during business hours.

3.0 E-RATE REQUIREMENTS

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

3.1 SPIN

Vendor must obtain a valid E-rate SPIN number (Vendor Identification Number), and must provide that SPIN in the Proposal submitted in response to this bid opportunity. All services included in this RFP must be submitted under a single SPIN.

3.2 Form 473, Service Provider Annual Certification Form

Vendor must agree to timely submit to the SLD a completed Form 473. This form is available on the SLD's website at www.usac.org/sl in the Forms section.

3.3 Discounted Bills

If requested by Customer, Vendor must provide discounted bills to Customer which reflect the net charges due to Customer after E-rate discounts have been reflected (also known as the “non-discount” amount). If Customer does not receive E-rate funding approval by July 1 of any year in which the contract is in effect, Customer agrees to pay the full amount of the monthly charges until Customer receives E-rate funding approval and files Form 486, Receipt of Services Confirmation Form, and Vendor receives the Form 486 Notification Letter. As soon thereafter as practical, Vendor shall provision monthly bills to reflect the E-rate discounts and to credit Customer for the pre-paid E-rate discount amounts for the monthly bills prior to Customer’s receipt of E-rate funding approval. Customer shall have the sole discretion to decide whether the credit shall be refunded to Customer or used toward payment of the non-discounted amount of subsequent monthly bills.

3.4 Separate Invoices for Ineligible Entities

Vendor must ensure that E-rate discounts are provided only to eligible entities for eligible services. For this reason, a separate invoice for ineligible entities must be provided to the District each month. This will ensure that only eligible entities are receiving discounted bills. District will work with the successful Vendor to identify which entities are E-rate eligible.

3.5 Document retention

Vendor must retain copies of all invoices and record of District payments for a period of eleven years and be willing to provide this information to the District upon request. Such retention may be done electronically.

3.6 E-rate Reimbursement Form, Form 472

Vendor must agree to promptly process Customer’s E-rate reimbursement forms that Customer may submit to the SLD in order to receive the E-rate funds, should Customer choose not to request discounted bills. Vendor must agree to cooperate with Customer and promptly sign the Form 472 reimbursement form when Customer presents it to Vendor. Vendor also must agree that upon its receipt of Customer’s E-rate reimbursement, Vendor will, in turn, remit full E-rate reimbursement to Customer. This procedure is required because the SLD does not permit the E-rate reimbursement check to be mailed directly to Customer. Vendor’s signature on the Form 472 certifies to the SLD and Customer that Vendor will remit the entire payment to Customer within 20 business days of Vendor’s receipt of the payment from the SLD.

3.7 Subcontracting

Subcontracting shall not be permitted without Customer’s prior written consent.

4.0 CONDITIONS AND CONTRACTS

4.1 Right Not to Award

Customer reserves the right to reject all proposals and not award a contract under this RFP, to narrow the scope of this project prior to contract signing, and/or to accept or reject any one or more proposals in part and thus award all or part of this project to one or more vendors.

4.2 Scheduling of Work

Installation of service must be coordinated with Andrea Niedbala-Williams at (412) 529-2453.

4.3 Good Faith Negotiation of Contract

The District will sign a separate, mutually-agreeable vendor contract as long as the conditions included in this bid will supersede all vendor contractual language. Vendor is expected to negotiate a written agreement with Customer. Customer is not obligated to accept Vendors standard terms and conditions. If a contract acceptable to Customer is not agreed upon by February 1, 2015, Customer may award the services to the next highest scoring Vendor. Vendor shall provide a proposed contract with all terms and conditions including any applicable Addenda, as part of their proposal.

4.4 Lowest Corresponding Price

Per FCC rules, vendors must offer the Lowest Corresponding Price when submitting proposals. Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See 47 CFR, Part 54, Section 54.500(f). Service providers cannot charge E-rate applicants a price above the LCP for E-rate services. See 47 CFR Section 54.511(b).

There is a rebuttable presumption that rates offered within the previous 3 years are still compensatory.

5.0 INFORMATION TO BE INCLUDED IN PROPOSAL

In addition to the other information required to be provided, Vendor must also include with their proposal responses to the following questions:

- 5.1 Provide a complete description of whether the services requested in this RFP will be provided using all of the vendor's own facilities or whether certain services or lines will be leased or resold from another company; or a combination of the above. Please be specific in your response. If services are being resold or leased, bids must indicate what services/lines are being resold or leased and must indicate the vendor's ability to monitor and maintain the required service level throughout the network. This will be a bid evaluation criteria.
- 5.2 Provide a description of your firm's previous and ongoing relationship, if any, with the District.
- 5.3 Provide the names and contact information of at least 3 current K-12 clients of approximately the same size as the Pittsburgh School District that are using the same or similar goods and/or services as requested in this RFP. If such clients do not exist, provide non-k12 customers' contact information.
- 5.4 Provide contact name and contact information for person authorized to negotiate terms and conditions.
- 5.5 Provide an itemization of proposed non-recurring/installation charges (if any).
- 5.6 Provide a detailed listing of all Vendor owned equipment that will be installed on the Customer property that will be needed to provide lit fiber service including the cost to install the equipment. The equipment list must include the equipment manufacturer, make and model, and proposed location of equipment.

6.0 EVALUATION

Proposals will be evaluated by a committee appointed by the Issuing Officer. Any Proposal that does not meet the minimum requirements in this Bid will be excluded from evaluation.

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

**APPENDIX A
PRICE TEMPLATE**

DESCRIPTION OF SERVICE	QUANTITY (approximate)	UNIT MONTHLY RECURRING COST Note: All taxes, surcharges and fees <u>must</u> be included in this price.	EXTENDED PRICE (Unit MRC Price * Quantity)	ONE-TIME NON- RECURRING COST
1 GB Dedicated Bandwidth per Building as Identified in Appendix B	61			
10 GB Dedicated Bandwidth per Building as Identified in Appendix B	61			

Appendix B

Lit Fiber Service Site Names/Addresses

South Side Food Service Data Center	South 13th and Feiger St	15203	Location for All Fiber Handoffs
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Site Name	Site Address	Zip Code	Lit Fiber Service
Allerdice High School	2409 Shady Avenue	15217	Yes
Allegheny Traditional	810 Arch St	15212	Yes
Arlington Learning Acad	2500 Jonquil Way	15210	Yes
Arlington Middle School	2429 Charcot St	15210	Yes
Arsenal Elementary	215 39th Street	15201	Connection Shared with Arsenal Middle
Arsenal Middle School	3900 Butler St	15201	Yes
Banksville Elem	1001 Carnahan Rd	15216	Yes
Beechwood Elem	810 Rockland Ave	15216	Yes
Bellefield Administration Center	341 South Bellefield Ave	15213	Yes
Brashear High School	590 Crane Ave	15216	Yes
Brookline School	500 Woodbourne Ave	15226	Yes
Camalt Academy of Sci	1550 Breining St	15210	Yes
CAPA Pittsburgh High School - CAPA	111 9th Street	15222	Yes
Carrick High School	125 Parkfield St	15210	Yes
Chartiers Elem	3799 Chartiers Ave	15204	Yes
Clayton Alternative Education	1901 Clayton St	15214	Yes
Colfax Learning Academy	2332 Beechwood Blvd	15217	Yes
Concord Elem	2350 Brownsville Rd	15210	Yes
Conroy Education Center	1398 Page St	15223	Yes
Cupples Stadium	800 East Carson	15203	Yes
Dilworth Head Start	6200 Stanton Ave	15206	Yes
Faison Intermediate/Crescent	8080 Bennett St	15221	Yes

Food Service Building	8 South 13th St	15203	Connection Shared with Data Center
Fulton Academy of Geo	5799 Hampton St	15206	Yes
Grandview Elem	845 McLain St	15210	Yes
Greenfield School	1 Alger St	15207	Yes
Greenway Middle School	1400 Crucible St	15205	Connection Shared with Pittsburgh Classical
Helen Faison Primary Center	7430 Tioga St	15208	Yes
Langley High School	2940 Sheradon Blvd	15204	Yes
Liberty Elem	601 Filbert St	15219	Yes
Lincoln School	328 Lincoln Ave	15206	Yes
Linden Elem	725 S Linden Ave	15206	Yes
M L King Learning Acad	50 Montgomery Place	15212	Yes
Manchester School	1612 Manhattan St	15223	Yes
Mifflin School	1290 Mifflin Rd	15207	Yes
Miller Pk-5	2055 Bedford Ave	15219	Yes
Minadeo Elem	6502 Lilac St	15217	Yes
Morrow Elementary	1611 Davis Ave	15212	Yes
Morrow Intermediate	3530 Fleming Ave	15212	Yes
Networking Inventory Building	1305 Muriel St	15203	Yes
Obama 6-12	515 N Highland Ave	15206	Yes
Oliver Citywide Academy	2323 Brighton Rd	15212	Yes
Perry Traditional Acad	3875 Perrysville Ave	15214	Yes
Phillips Elem	1901 Sarah St	15203	Yes
Pioneer Education Ctr	775 Dunster St	15226	Yes
Pittsburgh Childrens Museum Early Childhood	10 Childrens Way	15212	Yes
Pittsburgh Classical 6 - 8	1463 Chartiers Avenue	15220	Connection Shared with Pittsburgh Classical
Pittsburgh Montessori	201 S Graham St	15206	Yes
Pittsburgh Science and Technology Academy	107 Thackeray St	15213	Yes
Pittsburgh University Prep at Milliones	3117 Centre Ave	15219	Yes
Plant Operations	121 Fieger St	15203	Connection Shared with Data Center
Quentin Roosevelt Elem	200 The Boulevard	15210	Yes
Roosevelt School	17 W Cherryhill St	15210	Yes
Schiller Classical Acad	1018 Peralta St	15212	Yes

South Brook Middle	779 Dunster Street	15226	Connection Shared with Pioneer
South Hills Middle	595 Crane Avenue	15216	Connection Shared with Brashear
South Side Food Svcs	8 South 12th St	15203	Connection Shared with Data Center
Southside Annex/Pittsburgh Academy	93 S Tenth St	15203	Yes
Spring Garden Elem	1501 Spring Garden Ave	15212	Yes
Spring Hill Elem	1351 Damas St	15212	Yes
Sterrett Classical Acad	7100 Reynolds St	15208	Yes
Student Achievement Center High	925 Brushton Ave	15208	Yes
Student Achievement Center Middle	925 Brushton Ave	15208	Connection Shared with Student Achievement Center HS
Sunnyside School	4801 Stanton Ave	15216	Yes
Weil Learning Academy	2250 Centre Ave	15219	Yes
West Liberty Elem	785 Dunster St	15226	Yes
Westinghouse High School	1101 N Murtland Ave	15208	Yes
Westwood School	508 Shadyhill Rd	15205	Yes
Whittier Elem	150 Meridan St	15211	Yes
Woolslair Elem	501 40th St	15224	Yes