

NOTICE TO BIDDERS

TACOMA PUBLIC LIBRARY Bid No. 21TPL-FIBER-RFP

E-Rate Eligible Managed Leased Lit Fiber with Internet Access

MILESTONE	DATE
RFP & E-RATE 470 POSTING	January 11, 2021
QUESTIONS DUE	January 18 by 12:00pm
Q/A RESPONSE POSTED	January 25, 2021
BID DUE DATE	Feb 23, 2021, by 9:00am
NOTICE OF AWARD	By Close of 471 Deadline

GENERAL TERMS AND CONDITIONS

General – This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

In order to be considered a complete bid proposal you must also certify that you have read this E-Rate Supplemental Terms and Conditions, and are fully compliant and intend to cooperate with the E-Rate process as outlined below by signing the signature page at the end of this document.

Bid Proposals – To receive consideration, Bid Proposals shall be made in accordance with the following instructions:

Deadline for Receipt of Bid Proposals: Bid Proposals will be received prior to **9:00 AM on February 23, 2021.**

Please submit one signed copy to bids@tacomalibrary.org.

Maximum file size: 35 MB. Multiple emails may be sent for each submittal if the total of attachments is greater than 35 MB.

Bid proposals received later than the designated time and date will not be accepted. **Facsimile (FAX) copies of the bid will not be accepted.**

REQUESTS FOR INFORMATION – Any questions relative to the proposal regarding documents, discrepancies, omissions or doubt as to meanings should be directed to Seth Hartz, Sr. Buyer via

email Seth Hartz at shartz@tacomalibrary.org, within the timeframe indicated in the response timeline.

PROPOSAL EVALUATION – Proposals will be evaluated based on price as the primary factor.

THE BID PROPOSAL – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and email one complete set with the bid proposal. Unsigned bid proposals will not be accepted.

DEFINITIONS – Responsible; a bidding party possessing the skill, judgement, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid proposal which meets all the specifications set forth in the request for bid proposals.

NAME AND NATURE OF BIDDER'S LEGAL ENTITY – The bidder(s) shall specify in the bid proposal and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid proposal shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF BID PROPOSAL– Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bid proposals but may not be withdrawn for a period of ninety (90) days after the opening of bid proposals.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the Library.

BID PROPOSAL NEGOTIATIONS – A bid proposal response to any specific item of this bid proposal with terms such as “negotiable” “will negotiate” or of similar intent, will be considered as nonresponsive to the specific item.

PRICES – Prices should be typed and shown as instructed on the bid proposal form for each item, in the amount of quantity specified in the bid proposal form. Errors may be crossed off and corrections made prior to bid proposal opening only and must be initialed in ink by the person signing the bid proposal or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid proposal, a corresponding decrease in prices on the balance of the deliveries shall be made to the Library for as long as the lower prices are in effect, but at no time shall the prices charged the Library exceed the prices of the bid proposal. The Library shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other Library or any other state, county, municipal or local governmental agency in Pierce County for products listed herein.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the bid proposal or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid proposal's specifications and the Library's sample or the sample furnished by the bidder(s) and accepted by the Library. Materials or supplies which, in the opinion of the Library IT Manager, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the Library premises at the bidder's expense.

LIBRARY REQUIREMENTS – The quantity shown is the estimate of consumption annually for the contract period. The needs of the Library may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid proposal and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The Library shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The Library reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual Libraries.

ACCEPTANCE OR REJECTION OF BID PROPOSALS – The Library may purchase an individual item or combination of items, whichever is in the best interest of the Library, provided also that bidder(s) may specify that the Library's acceptance of one item shall be contingent upon the Library's acceptance of one or more additional items submitted in the same bid proposal. Bid proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid proposal opening.

BID PROPOSAL EXCEPTIONS – All exceptions which are taken in response to this bid proposal must be stated clearly. The taking of bid proposal exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid proposal exceptions or additional conditions requested after bid proposal closure, which are not detailed within the bid proposal response, may result in disqualification of the bid proposal. No oral or telegraphic modification of any bid proposal submitted will be considered and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bid proposals.

AWARDS – The Library reserves the right of determination that services in the bid proposal meet or do not meet bid proposal specifications. Further, the Library IT Manager reserves the right to accept or reject any or all bid proposals and to waive any informality in the bidding.

EXECUTION OF CONTRACT – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the Library and the bidder's acceptance of these Bid Proposal Instructions and Conditions.

DEFAULT BY CONTRACTOR – The Library shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid proposal, the Library may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the Library at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the Library from the bidder or deducted from any funds due the bidder.

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Tacoma Public Library.

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Finance Office. Invoices shall be submitted under the same firm name as shown on the bid proposal. The successful bidder(s) shall list separately any taxes payable by the Library and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The Library shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized Library Representative.

MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the Library.

B. Binding Effect – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and Library and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid Proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Proposal Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless Tacoma Public Library, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the Library, it's officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's

agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the Library.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the bid proposal documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of Washington. Venue shall only be with the appropriate state or federal court located in Pierce County.

J. Permits and Licenses – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Contract Documents – The complete contract includes the following documents: The advertisement for bid proposals, the bid proposal instructions and conditions, specifications and drawings, if any, the bid proposal and its acceptance by the Library, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

L. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Proposal Form that he/she is an independent contractor and not an officer, employee or agent of the Library.

N. Anti-discrimination - In connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and Washington laws. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Product Shortages – If the successful bidder is unable to supply any product listed herein, the Library may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

TERMS AND CONDITIONS

Term of Contract - The allowable contract term options include the following:

- 5-year (60 month) term which will allow for 1 additional, optional 5-year term.

Termination – Tacoma Public Library reserves the option to terminate the service, without penalty and with full expectation of refund of any and all proceeds paid prior to the date of termination of contract or services for balance of services not rendered, if the Library is dissatisfied with the service. Services to sites will be disconnected at Library request for no penalty, with an exception for payment of pre-agreed upon initial construction costs.

Scope - The Library is requesting the scope of the bid to include, but not be limited to design specifications, implementation plan, and pre- and post-implementation support plans. Vendors shall furnish all labor, tools, materials, and equipment for the completion of all work as specified.

E-Rate Contingency: Services/Advance Installation - If Category One services will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation prior to the beginning of that funding year.

Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category One services begin. That is, 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.

There are four conditions that must be met in order for USAC to provide support in a funding year for Category One infrastructure costs incurred prior to that funding year:

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted FCC Form 470 and in any event **no earlier than six months prior to July 1 of the funding year.**
- The Category One service must depend on the installation of the infrastructure.
- The underlying Category One service cannot have a service start date prior to July 1 of the funding year.

- No invoices can be dated prior to July 1 of the funding year.

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate.

Even after award of contract(s) and/or E-Rate funding approval is obtained, the Library may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Library.

Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and FCC Registration Number (FCC-FRN) with the bid.

SUBMITTAL INFORMATION

1. **Submittal** – Each firm submitting a bid shall submit **one (1) signed copy** to bids@cityoftacoma.org. Maximum file size: 35 MB. Multiple emails may be sent for each submittal
2. **Authorized Signatures** – Bids must be signed by an authorized individual or officer of the firm submitting the bid. Unsigned bids will not be accepted.
3. **Withdrawal** – Bids may be withdrawn by the firm submitting the information at any time prior to the closing date and time for receipt of bids, but may not be withdrawn for a period of ninety (90) calendar days after the due date and time for receipt thereof. A bidder may withdraw their offer by submitting a written notification of its withdrawal signed by the bidder or authorized agent. Bidder may, thereafter, submit a new or modified offer prior to the designated submission time. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.
4. **Information Request(s)** – In order to control information disseminated regarding this Bid Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the governing Board, Library Administration, or staff with the exception and permission of the individual listed. All questions regarding this Bid Proposal are to be addressed to the individual listed. Submit all questions via email only. **Questions must be submitted by 12:00pm on January 18, 2021** to allow sufficient time for a reply to reach all vendors involved in this bid proposal. The Library will advise all vendors of the questions and answers, either by e-mail, or addendum as deemed appropriate.
5. **Contact Information** – Submit your company, contact name, and email address to the person listed above to be listed for any addendums as needed. All Q/A responses will be uploaded to the corresponding E-Rate Form 470 posted on the USAC website <http://www.usac.org/sl/> by said date indicated above.

6. Right to Accept or Reject – The Board of Education of the Tacoma Public Library reserves the right to accept or reject any or all bid proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the bid proposal. As the Library is applying for “E-Rate” funding, the final decision to award or reject may be linked to the approval of the “E-Rate” application and granting of maximum funding commitment allowed by the Universal Service Fund through the “E-Rate” program. Bidders shall be responsible for any and all expenses they may incur in preparing bid proposals. All bid proposals submitted to the Library shall remain the property thereof.

7. Forms of Agreement – The Library will require any contract awarded as a result of this bid proposal to incorporate the General Terms and Conditions, Special Terms and Conditions, and SLA terms stated in this invitation for Bid Proposal.

8. Availability of Funds – The Library’s obligation herein is contingent upon receipt by Tacoma Public Library of the maximum funding commitment allowed by the Universal Service Fund through the “E-Rate” program. No legal liability on the part of the Library for payment of any money shall arise unless and until funds are made available for this procurement through the “E-Rate” Program. The Library may award a contract for all requirements outlined in the bid proposal, or any portion thereof, contingent upon the level of funding provided by the Schools and Libraries Division.

SCOPE OF SERVICES

Section 1: Introduction

The **Tacoma Public library**, hereafter referred to as Applicant, is requesting proposals for leased lit fiber (with Internet access) for delivery of Internet access and backbone network connectivity to the Library. Service is expected to terminate at each of the Library's eight (8) locations as well as the City of Tacoma Municipal Building and Tacoma Public Utilities (addresses listed below).

The new service is being planned to begin on July 1, 2021 which represents the expiration of the current service.

- Tacoma Public Library, Main Branch, 1102 Tacoma Ave S, Tacoma WA 98402
- Tacoma Public Library, Fern Hill Branch, 765 S 84th St, Tacoma WA 98444
- Tacoma Public Library, Kobetich Branch, 212 Browns Point Blvd NE Tacoma, WA 98422
- Tacoma Public Library, Moore Branch, 215 S 56th St, Tacoma WA 98408
- Tacoma Public Library, Mottet Branch, 3523 East G St, Tacoma WA 98404
- Tacoma Public Library, South Tacoma Branch, 3411 S 56th St, Tacoma WA 98409
- Tacoma Public Library, Swasey Branch, 7001 Sixth Ave, Tacoma WA 98406
- Tacoma Public Library, Wheelock Branch, 3722 N 26th St, Tacoma WA 98407
- Tacoma Municipal Building, 747 Market St, Tacoma WA 98402
- Tacoma Public Utilities, 3628 S 35th St, Tacoma WA 98409

Section 2: Service Requests

1. Applicant is seeking bid proposals for a fully managed, bundled Internet access solution. Leased Lit Fiber (with Internet Access) is the E-rate Category 1 service option to choose when bidding a bundled solution of Internet access delivered over leased lit fiber. See Section 3 for solution requirements.
2. Network Design and Construction Routes
 - a. Applicant leaves point of presence (PoP) location and fiber routes up to respondent. However, due to current and future bandwidth needs, designs are encouraged to provide dedicated infrastructure to Applicant. This includes little to no aggregation or third-party equipment between Applicant site and PoP.

- b. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution.
 - c. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
 - d. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The applicant has, in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
- 3. Special Construction
 - a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
 - b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
 - c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.
 - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
 - d. **Special Construction Payment Plan Option**
 - i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal monthly installments over five years from Funding Year 2021 to Funding Year 2025 inclusive. Responses must include agreement or non-agreement of this request.
 - e. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the Library in accordance with FCC rules and orders.

- ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
- iii. For examples of cost allocation, please see document in Appendix A as prepared by the State E-rate Coordinators' Alliance (SECA).

Section 3: Solution Specifications

1. Internet access
 1. Applicant must have dedicated, symmetrical bandwidth of [1 Gbps].
 2. The solution must be scalable to [10 Gbps].
 3. The solution must include network backbone connectivity between all locations.
 4. Contract requested 5-year (60 month) term which will allow for 1 additional, optional 5-year term.
 5. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 6. All costs required to deliver the proposed solution must be included in the bid proposal. By submitting a bid proposal, the respondent certifies that it has engineered a full solution including all monthly recurring charges, all installation charges and all special construction costs. Costs added to the quote after the respondent has submitted their bid proposal are solely the responsibility of the respondent and not the applicant.
 7. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
 8. All solutions must adhere to the Service Level Agreement (SLA) terms in Section 4.

Section 4: Service Level Agreement

1. Proposed services should address the following specifications:
 - a. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - b. .25% frame/packet loss commitment
 - c. 25ms round trip network latency commitment on **transport between Applicant site and PoP only. This does not apply to traffic outside of the PoP.**
 - d. 10ms network jitter commitment
 - e. **There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason**
 - f. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
2. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
3. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid feedback on trouble resolution, including potential resolution time.
4. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
6. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the Library.
7. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages should be the following (on next page):

Length of Service Outage	Credit is the following percentage of monthly recurring cost
Less than 2 hours	No Credit
Greater than two (2) hours and less than four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours	50%

8. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
9. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
10. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Section 5: General Terms for All Proposals

1. **Failure to include any requested information noted as required by the respondent is grounds for disqualification.**
2. Description of Proposal
 - a. Respondent will provide a description of their proposal for all services and solutions.
 - b. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
3. Reselling and subcontracting
 - a. Any respondent who intends to resell or subcontract a lit service from a 3rd party must supply proof in writing that said party can provide service at all proposed Applicant locations.
 - b. If, at any point following the bid proposal submission, any changes from the 3rd party alter the costs or significantly change scope of proposed service then

Applicant will not be liable for the cost increase and reserves the right to disqualify the bid proposal and cancel any signed contracts without penalty.

4. Timeline

- a. For each response, respondents must include a timeline for bringing service online.
- b. Proposals requiring little to no special construction should be able to bring all sites online by the July 1 start of the funding year.
- c. For solutions requiring special construction, a schedule of bringing the service online must be included with an explanation of how this timeline shifts if the date of the E-rate funding commitment shifts.

5. Demarcation

- a. All solutions must terminate service or infrastructure in the demarcation point at address specified in the pricing sheet.
- b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
- c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

6. Network Diagram

- a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
- b. Diagrams must show if the circuit is routed through any aggregation hubs or third-party facilities/equipment between Library site and point of presence.
 - i. If this detailed information cannot be supplied, then at a minimum the quantity of each must be supplied in order to provide a picture of potential latency.

7. References

- a. For each response, respondent must provide 3 references from current or recent customers (preferably libraries, schools, or government entities) with projects at least the equivalent to the size of Applicant.

8. E-rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
- b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
- c. For all responses that include special construction, the respondent agrees to, by submitting its bid proposal, produce all construction labor, construction materials and other cost information requested during PIA review.
- d. **All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**

9. Required Notice to Proceed and Funding Availability

- a. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC's E-rate program as administered by the Universal Service Administrative Company to be eligible for all available

funding.

- b. The implementation of any associated contracts resulting from this competitive bid proposal process will be dependent on the Library's' issuance of a written Notice to Proceed.
- c. E-rate funding notification alone will not signify Notice to Proceed. The Library will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

Section 6: Evaluation Criteria

1. Leased Lit Fiber with Internet Access

% Weight	Criteria
40%	E-Rate eligible recurring and one-time circuit costs ¹
15%	Proposed contract terms and conditions ²
10%	Experience with the Tacoma Public Library and City of Tacoma ³
10%	Ability to support requirements of this RFP ⁴
10%	Service reliability and dedicated infrastructure ⁵
5%	Complete bid proposal submission ⁶
5%	E-Rate ineligible recurring or one-time costs ⁷
5%	Provider references ⁸

2. Criteria Explanation

- E-Rate eligible costs:** the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-Rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E-Rate program rules.
- Proposed contract terms and conditions:** Proposed contract has flexibility and terms desired by Applicant.
- Experience with Tacoma Public Library and City of Tacoma:** Vendors with previous experience with Tacoma Public Library and City of Tacoma are preferred.
- Ability to support requirements of this RFP:** proposed solution clearly meets Applicant's requirements and needs.
- Service reliability and dedicated infrastructure:** Solution provides dedicated infrastructure for Applicant's service with no shared equipment or routing of traffic through aggregation hubs.
- Complete bid proposal submission:** Bid proposals concisely address Applicant's requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information.

7. **E-Rate ineligible costs:** Any costs of the proposed service that are not eligible for E-Rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
8. **Provider references:** References that were similar in size and scope, including, but not limited to library, government, nonprofit, and academic institutions. These may or may not be

Appendix A

E-Rate Special Construction Excess Strands - Cost Allocation Scenarios

Funding Year 2020

Prepared by the [State E-Rate Coordinators' Alliance](#)
October 23, 2017

I. LEASED LIT FIBER AND LEASED DARK FIBER

A. Excess Strands for Applicant's Future Use

If the service provider installs additional strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project, and if the applicant can show documentation that buying a cable containing the number of strands placed in the fiber system for the applicant's future use is more cost effective than buying a fiber cable with the number of strands the applicant plans to place into service the first year, no cost allocation of the excess strands is required and no other special construction charges would need to be cost allocated.

If the service provider installs excess strands for the applicant's exclusive future use in a leased dark fiber or leased lit fiber special construction project where the excess strands will remain dormant until they are lit for the applicant in the future, and if the applicant cannot show that it is not more cost effective than buying the exact number of fiber strands being lit in the first year, the applicant must cost allocate the costs associated with the excess strands only. No other special construction charges would need to be cost allocated.

B. Excess Strands for Service Provider's Future Use

For lit services special construction and leased dark fiber special construction, if the service provider wishes to place extra strands in the build for its own use, the E-Rate applicant must cost allocate the cost of the service provider-owned extra strands, as well as all incremental costs of those extra strands from the special construction E-Rate funding request. It is not a pro-rata share, but an incremental cost calculation that must be backed by detailed documentation.

Example 1 from Funding Year 2018 USAC Fiber Training Slides applies:

COST-ALLOCATION: FIBER EXAMPLES

- **Example 1:** Leased lit fiber or leased dark fiber provider installs 12-strands in fiber run to a large school district hub and wants to add 36 additional strands for its own ineligible use, resulting in additional labor costs (e.g., splicing) and plant costs (e.g., larger termination boards, additional handholes).

Result: Cost of 36 additional fiber strands and all associated incremental increases in costs (e.g., the additional labor/outside plant costs) above what would be incurred if only the 12-strands of fiber were installed must be allocated out of the applicant's special construction funding request.

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Applicant's should seek documentation from the provider which outlines the added incremental costs attributable to designing, managing and constructing a fiber system with a 48-strand cable instead of a 12-strand cable. Such costs should include (but are not limited to):

- **Splice Labor.** If any fibers over the applicant's fibers are spliced, the labor for these additional splices must be cost allocated.
- **Splice Enclosures** are placed to protect splices. If any fibers over the applicant's fibers are spliced and require an enclosure, the enclosures for these additional splices must be cost allocated.
- **Fiber Installation Labor.** This represents the incremental cost of pulling a larger cable through the buried conduit.
- **Structured materials installation.** This represents the additional cost of burying a larger conduit to support the additional fibers.

Note that the costs associated with installing a larger cable strand than what is required by the applicant are ineligible and the service provider should not include such costs in their special construction billing to the applicant but should be prepared to show evidence during PIA review that it did not charge the applicant for these incremental costs.

Figure 1: Here is a table outlining some possible incremental costs:

Item	12 Strand cable construction	48 strand cable construction	Cost Allocation Amount that service provider should remove from the special construction request
Fiber Cable	38 cents per foot	\$1.04 per foot	66 cents per foot
Design and Engineering	\$2.12 per foot	\$2.42 per foot	30 cents per foot to depict additional splices at A and Z locations
Project Management	\$1.18 per foot	\$1.18 per foot	0
Splice labor*	\$11.00 per splice	\$11.00 per splice	\$11 per splice over 12 splices at any splice site
Splice enclosures**	\$205 per enclosure	\$205 per enclosure	\$205 per enclosure for every enclosure over 12
Fiber Patch Panel	\$71.43 per panel	\$218.60 per panel	\$147.17 per panel
Conduit and other structured materials	1.25" conduit required \$1.95 per foot	1.5" conduit required \$2.35 per foot	40 cents per foot
	Handhole (40,000 lb. rated) \$2695 per unit	Handhole (40,000 lb. rated) \$2695 per unit	No cost difference for handhole
	Fiber Marker \$30 per unit	Fiber marker \$30 per unit	No cost difference per marker
Fiber Installation Labor ***	25 cents per foot	28 cents per foot	3 cents per foot
Structured Materials Installation (conduit, markers, handholes) ****	\$2.85 per foot	\$3.10 per foot	25 cents per foot
Markers	Place every 500'	Place every 500'	No cost difference
Handholes	Place every 1000'	Place every 1000'	No cost difference

Signed copy to be returned with bid proposal response.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-Rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act.

1) E-RATE CONTINGENCY

The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of contract(s) and/or E-Rate funding approval is obtained, the Library may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Library.

2) SERVICE PROVIDER REQUIREMENTS

The Library expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:

<https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid proposal is submitted. More information about obtaining an FRN may be found at this website:

<https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:

http://www.fcc.gov/debt_collection/welcome.html

e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

f. Prices must be held firm for the duration of the associated E-Rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as "E-Rate Eligible". Noneligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. In the event of questions during an E-Rate pre-commitment review, post commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

i. The awarded Service Provider is required to send copies of all forms and invoices to the Library prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Library placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.

j. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the Library and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-Rate eligible goods and/or services requested in this bid proposal shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, 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. However, NO INVOICING can\ take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide Libraries with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

a. Invoice process will be solely up to the Library. If the Library so chooses to proceed with the Service Provider Invoice Process (SPI), the Provider agrees to bill and receive a portion of the

payment for the provisions of goods and services described herein directly from USAC via the Form 474. The Library will only be responsible for paying its non-discounted share of costs. The maximum percentage the Library will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the Library shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the Library decide that it is in the best interest of the Library to file a Form 472, the Library will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Library will only be responsible for paying its non-discounted share.

c. Recurring costs need to be billed to the Library on a regular monthly schedule.

6) FCC/SLD AUDITABILITY

The E-Rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The Library, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the Library may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Library's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Library shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-Rate Supplemental Terms and Conditions, am fully **compliant and intend to cooperate with the E-Rate process as outlined above.**

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____