

THE BOROUGH OF CHAMBERSBURG

**REQUEST FOR PROPOSALS
FOR
FIBER OPTIC BROADBAND INTERNET
PARTNERSHIP & SERVICES**

October 2021



I. Background

Chambersburg is a unique community. Chambersburg supplies more services than any other municipality in the Commonwealth of Pennsylvania. In addition to typical town functions, Chambersburg is Pennsylvania's only municipality supplying electric and gas. Chambersburg is 1 of 35 boroughs to operate a municipal non-profit electric utility. Chambersburg is the largest municipal electric utility in the state, twice as large as the second largest, Ephrata, Lancaster County; and the only one to operate multiple generation stations. Chambersburg is 1 of 2 municipalities in Pennsylvania to operate a natural gas utility. The other is Philadelphia, which does not operate an electric utility.

Nationally, Chambersburg is 1 of 2,000 communities to have its own electric system and 1 of 800 communities to have a natural gas system, but 1 of only about 50 to operate both. Chambersburg manages a regional water system, a regional sanitary sewer system (not through an independent authority), and a new storm sewer utility — one of the first storm sewer utilities to form under the new Federal mandate to regulate stormwater. Chambersburg currently has 20,832 residents (2019) and is also the County seat of Franklin County, the services, transportation, and financial hub of south central Pennsylvania.

II. Purpose of Solicitation

The intent of the Borough of Chambersburg (the "Borough") in advertising this Request for Proposal ("RFP") is to solicit qualifications, bids, and proposals (the "Proposal") from interested and qualified fiber optic network providers (the "Bidder") capable of providing broadband internet, including voice over IP for telephone service, and video on demand services exclusively through a fiber optic network to each service location, business, or residential property within the Borough of Chambersburg (hereinafter referred to as a "Fiber to the Home (FTTH) Network").

The Borough wishes to establish with a responsive Bidder a partnership in which the Borough names the Bidder as its "Preferred Provider," granting the Preferred Provider access to Borough facilities in order to establish the FTTH Network and market it as the official network of the Borough (the "Partnership" as defined in Section II of this RFP). "Preferred Provider" shall mean the responsive and successful Bidder selected by the Borough to form the Partnership.

This RFP does not commit the Borough to award a contract, pay any cost incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for services. The Borough intends to choose the Preferred Provider on the basis of the best interest and advantage of the Borough, and reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with all qualified Bidders, or to cancel this RFP in part or in its entirety. The Borough further reserves the right to waive any informalities or irregularities in the Proposals submitted. No Bidder shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a Proposal except as and to the extent that the Borough, in its sole discretion, shall enter into a Partnership with the Bidder that it selects as the Preferred Provider.

Deadline

Responses to this RFP must be received by 1:00 p.m. on Friday, January 7, 2022, at the address below. Bidders must provide five (5) copies of their Proposal. Electronic or faxed copies will not be accepted.

Jamia L. Wright, Borough Secretary
100 South Second Street
Chambersburg, PA 17201

III. The Partnership

1. Introduction. The Borough is seeking responsive Proposals from Bidders to construct a FTTH Network throughout the Borough and to provide the Partnership, as detailed in this Section II, and the Scope of Services, as detailed in Section V below. The Borough shall have no responsibility, financial or otherwise, to construct or manage the FTTH Network.
2. Term. The Term of the Partnership shall not be less than ten (10) years, renewable at the option of the Borough for successive ten (10) year terms.
3. Access to Borough Facilities. The Borough recognizes that in order for the Preferred Provider to construct the FTTH Network, the Preferred Provider will need access to Borough infrastructure. Therefore, the Preferred Provider will have access to Borough infrastructure including poles, conduits, and rights-of-way (collectively, "Facilities"), unless capacity or space limitations exist, in which case, the Preferred Provider may pay to move facilities or add additional space. The Preferred Provider may request access to other Borough facilities not specifically named herein, and the Borough may provide such access at its discretion. The Preferred Provider shall be responsible for any make ready costs. The Preferred Provider will be required to provide to the Borough, maintain, and keep up to date a GIS map layer showing the FTTH Network.
4. Attachment and Use Fees. The Borough will not charge the Preferred Provider attachment fees for Facilities.
5. Shared Facilities.
 - A. The Borough owns a fiber system ("Borough Fiber"), which the Borough, hospital system, and Franklin County use. Subject to receipt of any necessary approvals, the Borough may allow the Preferred Provider to use some of the capacity of the existing Borough Fiber, provided that such use does not interfere with the use by the Borough, hospital system, or Franklin County; the Borough will cooperate with the Preferred Provider as needed to obtain any additional approvals that may be required for such

use. In exchange, the Preferred Provider will allow the Borough to expand its intranet wide area network to connect to Borough-owned facilities using the Preferred Provider's FTTH Network at no charge. The Borough reserves the right to expand the Borough Fiber network and the joint use thereof as part of the Partnership with the Preferred Provider.

- B. The Preferred Provider shall provide the Borough use of its FTTH Network at no cost to the Borough for the Borough's connection (directly or remotely) to Borough infrastructure including, but not limited to Borough buildings, Borough utility facilities, Borough traffic signals, Borough utility meters, and any other Borough facilities or equipment that requires an internet connection (collectively, the "Borough Facilities"). The Preferred Provider will make "static IP" addresses available, as needed, on its FTTH Network, to the Borough. Internet service to the Borough Facilities shall be at least 1 Gbps.

6. Marketing of Service.

- A. The Borough will provide the following service to the Preferred Provider:

- i. At least once annually during the term of the partnership between the Borough and the Preferred Provider, the Borough will include in all utility bills issued by the Borough single page advertising material (in English and Spanish) provided by the Preferred Provider. In the event the Borough no longer mails utility bills, to the extent possible, the Borough will include an electronic copy of said advertising material with the Borough's communication. The advertisement shall contain a promotional code or QR code that identifies the advertisement as being distributed by the Borough.
- ii. The Borough customer service department will facilitate the registration of new customers for the Preferred Provider's broadband service. This shall include distribution of registration materials to all new utility customers at the time they establish utility services with the Borough. These materials will also contain a registration code or QR code that identifies the Borough as the source of the materials.

- B. The Preferred Provider shall provide to the Borough a commission equal to ten percent (10%) of the annual subscription cost for every customer who registers through the Borough's customer service department or who identifies having received the advertising materials through the utility bill. Further, any registration, plan expansion, change in service that results in additional revenue, or purchases from these customers will be included in the calculation ad infinitum. The Borough and Preferred Provider will agree upon the manner in which subscription initiation is verified (and a reporting requirement) and the timing of commission payments.

7. Bidder's Fiber Facilities. The Preferred Provider shall build out the FTTH Network and related facilities within the Borough within thirty-six (36) months of the Borough's acceptance of the Proposal. The Preferred Provider's FTTH Network shall be capable of providing at least one (1) gigabit service; no Bidder shall submit a proposal to provide internet service with speeds less than 100 Mbps download and 100 Mbps upload. The Preferred Provider shall be solely responsible for the cost of design, installation, operation, repair, and maintenance of the Preferred Provider's FTTH Network. The Preferred Provider shall be solely responsible for cost of providing customer service to support its FTTH Network other than as specifically set forth in this RFP.
8. Cooperation with Pole Attachments. The Borough will cooperate with the Preferred Provider and the other owners of area telephone poles (CenturyLink and Comcast) to assist with facilitation of pole attachments to their poles where necessary.
9. Local Service Center. The Preferred Provider shall establish and maintain a local service center located within fifty (50) aerial miles of the Borough. The local service center shall have open office hours during reasonable and usual business hours and shall be operated to ensure that complaints, requests for repairs or adjustments, and conduct of normal business can be received by the Preferred Provider.
10. Use of the Borough Name and Likeness. The Preferred Provider shall have permission to market the FTTH Network as the "Official Fiber Optic" or "Official Broadband Network" (or any similar statement) "of the Borough of Chambersburg" upon review and approval of the Borough. Further, this nomenclature can be utilized on all regional marketing materials and advertisements. Notwithstanding the foregoing, the Borough Seal may not be utilized on any marketing or advertising materials or on any website of the Preferred Provider. However, the Preferred Provider's affiliation with the Borough may be made clear.
11. Low and Moderate Income Families. The Preferred Provider shall offer a discounted basic service to any family or household living within the Borough that qualifies for the free or reduced school lunch program, per the registration requirements of the Chambersburg Area School District (the "School District"). The Preferred Provider may request a letter of proof from the School District to demonstrate the eligibility of the family or household to participate in that program. The rules and eligibility of the free or reduced school lunch program administered by the School District may change from time to time.
12. Senior Citizens. The Preferred Provider shall offer a discounted basic service to any individual or couple living within the Borough that is eligible for Medicare pursuant to the requirements of the U.S. Social Security Administration (the "SSA"). The Preferred Provider may request a letter of proof from the SSA to demonstrate the eligibility of the family or household to that program. The rules and eligibility of the Medicare program administered by the SSA may change from time to time.
13. Exclusivity. The Preferred Provider shall be the exclusive and official fiber optic broadband partner of the Borough for the term of the partnership between the Preferred

Provider and the Borough. While the Borough may permit other service providers to rent space on Borough-owned poles and conduits, no other service provider will be permitted to use the name and likeness of the Borough, or be associated with the customer service operations of the Borough, or be permitted to interfere with the priority use of the Borough's utility system infrastructure.

IV. Proposal Submission

The Proposal must be received in hand by the Borough no later than 1:00 p.m. on Friday, January 7, 2022. Proposals may not be submitted electronically or by fax. All proposals must be in an envelope clearly marked "Proposal for the Borough of Chambersburg" and bearing the name of the Bidder and "Fiber Optic Broadband Internet Partnership & Services."

Proposals shall be addressed to:

Jamia L. Wright, Borough Secretary
100 South Second Street
Chambersburg, PA 17201

Inquiries about this RFP shall be directed in writing to the Borough Secretary at the address above or emailed to jwright@chambersburgpa.gov. All questions and responses will be posted on the Borough's website at www.chambersburgpa.gov. Click the "transparency" link on the homepage and scroll down to the "Sealed Bids & Proposals" section. Questions received less than seven (7) days prior to the date Proposals are due to be submitted may not be answered.

The Borough may issue an addendum if deemed necessary by the Borough to address or clarify this RFP prior to the submission deadline. Only questions answered by formal written addenda will be binding. Oral statements, interpretations, or clarifications will not be binding or legally effective upon the Borough.

The following items must be included in the Bidder's Proposal submission:

- Cover sheet containing the following information:
 - Bidder (company) Name
 - Address
 - Signature
 - Printed Name
 - Title
 - Contact information, including phone number and email address
- An executive summary of no more than two (2) pages stating the Bidder's understanding of the Borough's goals and objectives pursuant to this RFP
- An explanation of the Bidder, including:

- Company information and history
 - Verification of corporate headquarters located within the United States
 - A physical service location or branch office within one hundred (100) miles of the Borough
 - Names, titles, and contact information of two (2) contact people
 - Statement of how many employees the Bidder has in the Commonwealth of Pennsylvania
- A narrative explanation identifying the Bidder’s experience and qualification to design, construct, install, manage, maintain, and operate a fiber optic network to provide broadband internet, voice over IP for telephone service, and video on demand services, and an explanation of the Bidder’s familiarity with the FCC regulatory environment; this narrative should identify the length of time the Bidder has been providing such services
 - A narrative explanation of the Bidder’s anticipated FTTH Network buildout procedures, methods, and timeline within the 36-month time period, incorporating the Bidder’s understanding of the Borough’s goals and objectives
 - A fee-for-service schedule detailing the proposed prices for all services and all service tiers of the following:
 - Low and moderate income families
 - Senior citizens
 - All other households and residences
 - Businesses or enterprises
 - Three (3) municipal clients/partners, if possible, as references, preferably Pennsylvania municipalities; references should include contact information
 - A list of the names and qualifications of the primary personnel who will be assisting with the development and installation of the FTTH Network
 - A fully executed version of the Borough’s Non-discrimination and Sexual Harassment Policy
 - A fully executed version of the Borough’s Non-collusion Affidavit
 - Any and all other information that the Bidder feels would be helpful
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V. Proposal Evaluation

Proposals received will be reviewed by a selection panel comprised of staff from the Borough Manger’s office, which will evaluate the Proposal in the following areas:

- The qualifications of the personnel who will be assigned to assist with the development and installation of the FTTH Network
- The type and tenure of experience of the Bidder
- The responsiveness of the required narrative explanations and summaries
- References from other municipalities and private clients for whom the Bidder has provided similar services
- Demonstrated understanding of the needs of the Borough, its residents, and its businesses
- Written skills of the Bidder
- Presentation quality

The Borough reserves the right to modify these criteria by either adding additional criteria to the evaluation or disregarding criteria found to be not applicable to the decision making process. The Borough reserves the right to include additional legal terms and conditions upon selection of the Preferred Provider. The issuance of this RFP and the acceptance of a Proposal does not bind or impose a legal obligation on the Borough in any way, nor does it limit the Borough's right to negotiate in its best interest with any Bidder.

Upon the Borough's selection of a Bidder for the Partnership and a determination that the FTTH Network project is feasible, the Borough and Preferred Provider will enter into a mutually agreeable Fiber Optic Services Partnership Agreement, which will detail the buildout of the FTTH Network, the scope of services to be provided, the use of Borough Fiber, and the terms of the Partnership.

VI. Scope of Services

The Bidder must be able to provide the following services, and such services must be provided exclusively via a fiber optic network. No coaxial, twisted pair, or any other cabling network will be accepted. The services to be provided are:

1. Broadband internet
 - a. 1 Gbps speeds required for all Borough Facilities
 - b. Minimum 100 Mbps download and 100 Mbps upload for basic tier broadband internet service
 - c. No cap of less than 500 GB per month on a user's total upload and download capacity shall be imposed
2. Voice over IP for telephone service
3. Video on demand services

These services must be made available to each service location, business, or residential property within the Borough of Chambersburg.

The Bidder will be responsible for, the design, installation, operation, repair, and maintenance of the FTTH Network, and any costs associated therewith unless a different arrangement is negotiated with the Borough. The Bidder will be responsible for providing customer service to support the FTTH Network, and any costs associated therewith. The Bidder will be responsible to provide to the Borough, maintain, and keep up to date a GIS map of the FTTH Network.

The Bidder shall be responsible for researching and preparing all necessary FCC licenses, permits, forms, and submittals required to provide the services.

The Borough may update, amend, or modify this Scope of Services at any time.

VII. Examination of Documents, Data, and Site

On reasonable request, the Borough will provide the Bidder access to Borough facilities to conduct such examinations, investigations, explorations, tests, and studies as the Bidder deems necessary for submission of a Proposal. It is the responsibility of each Bidder before submitting a Proposal to visit the Borough and become familiar with conditions that may affect cost, progress, and performance of the work contemplated by this RFP.

VIII. Notices

- The Borough reserves the right to reject as non-responsive any Proposals that do not contain the information requested in this RFP.
 - The Proposal must be made without collusion with any other person, firm, entity, or Bidder.
 - Failure to complete and follow the RFP format provides grounds for disqualification.
 - No Proposal will be accepted from any Bidder who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to the Borough or whose work has heretofore proved unsatisfactory or dilatory.
 - Bidders shall be aware of and responsible for complying with all Federal, state, and local laws, rules, regulations, and orders that affect the work to be performed under to this RFP.
 - If it becomes necessary to revise any part of this RFP, an addendum will be executed and posted or otherwise made available to Bidders.
 - The Borough reserves the right to accept a Proposal by item or as a whole, or, at its discretion, reject any or all Proposals if the best interest of the Borough is promoted.
 - Late responses will not be accepted and will be returned to the submitting Bidder unopened.
 - Proposals shall remain open for a period of 60 days from the deadline for submission.
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IX. Modification and Withdrawal of Proposal

A Proposal may be modified or withdrawn only by a written document executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the Proposal submission deadline.

NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor (known herein as "Covered Entity"), sub-grantee, contractors, sub-contractors, suppliers, vendors, and professional service providers, agree(s) as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any grant agreement, subgrant agreement, contract, or subcontract, the Covered Entity, a sub-grantee, a contractor, a subcontractor, or any person acting on behalf of the Covered Entity shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Covered Entity, any sub-grantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- C. The Covered Entity, any sub-grantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- D. The Covered Entity, any sub-grantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- E. The Covered Entity and each sub-grantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Covered Entity and each sub-grantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Covered Entity, any sub-grantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth or Borough, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency, Borough, and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- F. The Covered Entity, any sub-grantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to sub-grantees, contractors or subcontractors will be binding upon each sub-grantee, contractor or subcontractor.

- G. The Covered Entity's and each sub-grantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Covered Entity and each sub-grantee, contractor and subcontractor shall have an obligation to inform the Borough if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- H. The Borough may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the Borough or granting agency may proceed with debarment or suspension and may place the Covered Entity, sub-grantee, contractor, or subcontractor in the Contractor Responsibility File.

Name of Bidder, Corporation, Firm or Individual

By: _____

Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Bidder)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers.

I state that:

- (1) The information in this Proposal has been provided independently and without consultation, communication, or agreement with any other Contractor, Bidder, or Potential Bidder.
- (2) The information in this Proposal has not been disclosed to any other firm or person who is a Bidder or Potential Bidder, and it will not be disclosed before the Proposal is opened.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a Proposal to this RFP.
- (4) The Proposal is submitted in good faith and not pursuant to any agreement or inducement from any firm, person, or Bidder to submit a complementary or other noncompetitive Proposal.
- (5) _____, its affiliates, subsidiaries, officers, directors, and
(Name of Bidder)
employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (if applicable):

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

above representations are material and important, and will be relied upon by the
Borough of Chambersburg in awarding the Partnership for which this Proposal is
submitted. I understand and my firm understands that any misstatement in this
affidavit shall be treated as fraudulent concealment from the **Borough of
Chambersburg** of the true facts relating to the submission of Proposals for this RFP.

Dated this ____ day of _____, 2021.

(Name of Bidder)

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn, disposes and says that he/she is the
_____ of _____

and that the answers to the foregoing questions and all statements therein contained are true and
correct.

Subscribed and sworn before me this _____ day of _____, _____.

(Notary Public)

My commission expires _____, _____.

END OF NON-COLLUSION AFFIDAVIT