

PROPEL SCHOOLS
3447 EAST CARSON STREET, PITTSBURGH, PA 15203

BID #: YR2022-1

Sheet Number: 1 of 10

Bids for the services listed herein (this document serves as the official bid response contract) will be accepted for the Propel Schools (PROPEL) by email until 12:00 P.M., **January 14, 2022**. Bidders are responsible for checking the website www.intelafunds.net or EPC for any potential addendums, and/or change of dates, and/or conditions.

Mandatory Response Instructions:

1. Email a soft copy of the Respondent's documents (signed submitted proposal in (.doc or .pdf) and corresponding excel spreadsheet in excel format only!) **MUST** be attached and emailed with a subject line of "PROPEL BID YR2022-1" to erateyr2022bidresponse@intelafunds.net and to rsnyder@propelschools.org. The email must be sent prior to the date/time as outlined above.
2. Incomplete responses shall not be considered. This bid document modified from its original format in any manner by the respondent shall not be considered. Respondents may include any other relevant documents along with the original bid documents.
3. The Bidder is responsible for ensuring that the Bid response is received prior to 12:00 P.M. on the date stated above. **PROPEL** is not responsible for the failure of any email delivery service to receive this bid document prior to the time and date for the deadline of this Bid.
4. Bid responses shall be submitted on this original Bid document which must be signed by a duly authorized agent or officer of the Company providing the bid response. Absence of a signature of person authorized to sign for the Company submitting this bid response may leave this bid response null and void.
5. **PROPEL** at their discretion may reject responses from "resellers" of data network access or internet access that do not own and/or operate and manage the physical connections for each site (current and future) with the ability for real-time monitoring and 24x7x365 maintenance of the bidder's network and corresponding services to the entity.
6. **PROPEL** at their discretion may request an early services start-up (prior to July 1, 2022)
7. **The respondent must complete all questions/statements on pages 2 and 3.**
8. The respondent must provide at least two (2) current Pennsylvania K-12 clients that are using the same services as requested within this request. Include contact information. Attach separate sheet.
9. The respondent must attach a separate document of their standard Service Level Agreement (SLA) outlining at minimum Network Availability, Network Latency, Packet Delivery and Credit Allowances, Exceptions and Deductions

Please circle response. SLA Included by Respondent: **Yes or No**

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Mandatory Bid Participation Responses:

1. The respondent must have an active/valid USAC SPIN number and provide it below. Failure to provide SPIN number will void the respondent's bid response.

Enter SPIN #: _____

2. The respondent must respond to the questions below. Failure to answer the questions below will void the respondent's bid response. Please circle each response.

Respondent on SLD FCC "Red-Light" Status: Yes Or No

** Should the successful vendor become red-lighted or become involved in any other investigation resulting in delay or potential delay of funding award **PROPEL** shall have the right to terminate the contract and select another vendor without penalty or costs.*

Respondent on SLD FCC "Selective Review List": Yes Or No

Respondent on SLD FCC "Investigation List": Yes Or No

The respondent can provide "SPI" billing: Yes Or No

Whereas **PROPEL will be invoiced directly for its "fair-share" portion of eligible services while the respondent directly invoices the e-rate program for the remaining portion (to be determined on an annual basis).*

3. Customer is exempt from federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. Interstate telecommunications services provided to Customer are subject to assessment of the universal service contribution fee. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions. Vendors must ensure that their cost proposals include all applicable taxes, fees and surcharges from which Customer is not exempt or that is imposed or assessed by Vendor. The school can provide certificate on request.
4. **The undersigned, as an authorized representative of the identified company listed below, hereby propose and agree to provide the originators of this Bid process any/all of the items/services to which a cost has been submitted. This proposal is subject to all terms of the specifications, bid conditions and instructions outlined herein (on all pages as described), where we hereby agree to provide such item/s and/or services as awarded to us, including mutually accepted exceptions. This bid response is only valid when completed with a signature (e-sign permissible) of a properly authorized representative of the submitting company.**

Company Name: _____

Signature: _____

Printed Name: _____

Phone Number: _____

E-mail: _____

Title: _____

Please circle response. Bid Exceptions Included by Respondent: **Yes or No**

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GENERAL COMPLIANCE REQUIREMENTS:

1. Bidders shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the school.
2. Bid Proposals received omitting any/all of the following items and/or not meeting specific criteria may be subject to disqualification:
 - Service Provider Identification Number (SPIN/498)
 - Service Provider must have an FCC Registration Number and provide proof of such if requested
 - Service Provider must provide a copy of general and liability insurance certificates upon request
 - Service Provider does not offer program discount billing
 - Service Provider must be registered with the state applicable to this bid request to conduct business in Pennsylvania
 - Service Provider solution does not meet/offer the requested service(s)
 - Service Provider solution is incompatible with school's current infrastructure
 - Service Providers bid response is not received within the identified timelines or is incomplete
 - Service Provider failure to complete all pages as required
 - **Spam or generic inquiries are not a valid bid response**
 - Service Provider is on E-rate Program "Red-Light" Status or in "Select Review"
 - Service Providers previous workmanship with the school is deemed "unfavorable"
 - Service Provider response must include this official bid document and corresponding excel response Sheet
3. Please circle response. The respondent affirms all statements listed below: **Yes or No**
 - No employees of the Respondent are employed by the school.
 - The Respondent will not remit to the school any gifts in relation to this agreement
 - The Respondent has not assisted the school in kind toward the school's fair-share obligation
 - The Respondent agrees to comply with all rules and regulations of the Schools and Libraries Universal Service Support Mechanism
 - The respondent must ensure all workers on this project must observe all security and safety procedures and secure all record checks required by any Pennsylvania laws for criminal records, criminal history and child abuse clearances
 - Pennsylvania and/or local jurisdiction prevailing wage rates will apply to this project. (Mandatory for respondent participation)

RESPONDENT CONTACT INFORMATION (IF DIFFERENT THAN SIGNATURE PERSON)

Printed Name: _____

Phone Number: _____

E-mail: _____

Title: _____

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BID TERMS AND CONDITIONS:

A. General Provisions:

1. Prices quoted must include all costs for delivery of requested services including any and all installation, support and engineering charges. **Pricing quoted by the respondent shall be valid for the complete term requested in this bid.** The school will not be responsible for payment of additional sums not included in the submitted bid price. No additional compensation will be allowed for extra work incurred on the part of the Bidder due to the Bidder's failure to notice any existing condition, which may cause any additional labor or expense.
2. **PROPEL** is not liable for any expenses incurred by the Vendor in the preparation, delivery, or presentation of their proposals, or in connection with costs of developing and delivering proposals and demonstrations pursuant to this request are solely at the expense of the Vendor.
3. **PROPEL** reserves the right to reject any or all bid responses submitted. Bid Proposals received after the date and time set for the Bid opening may be considered a non-response. This bid is not a guarantee of acceptance of any services.
4. The school reserves the right to award all items in-whole or in-part as a bundle to a single service provider. **PROPEL** reserves the right to require Vendors to submit additional information, drawings, data, etc., for the purpose of clarifying their RFP proposals or to request an oral presentation.
5. Upon identification of the selected bid for identified services and installations (if warranted) the successful bidder will be notified in writing. Once notified of funding **PROPEL** will/may commence with deploying said services.
6. **Awarding of funding from SLD does not guarantee the school will move forward with the acquisition of services and/or equipment bid items, whether in-whole or part.**
7. If the bid respondent would require a respondent's document to be signed and executed by **PROPEL** upon award of this bid then **two (2) copies of said document, containing all required respondent signatures, must be submitted with this bid response document and respondent proposal. No other documents and/or added language will supercede the bid document process unless agreed upon by both parties.**
8. No contract language may be inserted or contained within the respondent's official response. Any respondent comments, etc. That refers to any issues, provisions or additional items not specifically detailed within this bid document must be attached separately.
9. No contract language may be inserted into or contained within the respondent's additional document/s that would conflict with the federal e-rate program's eligibility requirements and/or guidelines as defined by the schools and libraries division (SLD).
10. Any respondent wishing to submit a proposal to this bid document must participate in the federal E-rate program. **PROPEL** will be submitting funding requests for all eligible services to the SLD and upon verification of funding will expect the awarded respondent to participate in the program.
11. In accordance with FCC rules, proposals that include equipment from Huawei or Zte, will be disqualified.
12. The school reserves the right to invoke voluntary extension(s) and extend the term and price match monthly service costs of this contract on a Monthly and/or Annual basis if so needed for a period of up to 12 months beyond the original contract end date.
13. The bidder shall be responsible for any damages to property caused by the supplier/contractor or his agents. The bidder further covenants and agrees and does hereby assume all liability for, and shall and does agree to indemnify and save harmless **PROPEL** against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in or about the said work or otherwise by reason of any accidents, damages, or injuries, torts, or trespasses happening in and about, or in any way incident to or by reason of the performances of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property damage and liability insurance and to furnish certificates therefore, when requested by the school.

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14. Respondent exceptions to terms and conditions. All exceptions included with the response must be submitted and clearly identified on a separate attached document. Each exception must clearly identify the specific paragraphs of the solicitation where the exceptions occur. Any exceptions not included in such attachment shall be without force and effect in any resulting contract unless such exception is specifically identified and referenced.
15. It should be understood that the vendor is responsible to notify **PROPEL** directly via e-mail and phone call of any anticipated and/or identified extended service outages. Vendor could be held responsible for any costs inherited by the school due to extended service outage.
16. The start date of services is estimated as April 1, 2021. This date is subject to change as identified by the school.
17. Optional related equipment may be quoted separately.

B. Liability for Termination of Services and Contract Reductions/Modifications:

1. No contract language may be inserted into or contained within the respondent's additional document/s that would conflict with the federal e-rate program's eligibility requirements and/or guidelines as defined by the schools and libraries division (SLD).
2. There will be no liability for termination or reduction of service at any active educational facility other than a minimal charge for re-engineering and equipment differential.
3. In the event that **PROPEL** must discontinue internet access service due to budget issues and/or e-rate changes there shall be no termination liability imposed upon **PROPEL** so long as **PROPEL** does not enter into agreement with a competitor for identical service/s.
4. **PROPEL** reserves the right to cancel services at any time with a 30-day written notice for insufficient, inconsistent or otherwise deemed services and/or support. All attempts to resolve any issues (service, support, invoicing, etc.) will be made before exercising this right.
5. The awarded respondent must commit to a reduction in the cost of the per-site leased services and/or internet access services in the event that commercial lease rates for similar services drop below the contracted rate of this contract at any time during the life of the contract.
6. If, during the course of the contract, improvements in technology provide for higher bandwidth at reduced costs **PROPEL** reserves the right to forgo reduced billing (as stated in 5. A.) and accept the faster service at a rate equal to the service rates being paid via the contract for the original service levels.

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BID SPECIFICATIONS
FOR
HIGH-SPEED FIBER INTERNET ACCESS SERVICES

PROPEL SCHOOLS IS SEEKING A MULTI-YEAR CONTRACT FOR DEDICATED FIBER INTERNET ACCESS WITH DELIVERY TO A SINGLE IDENTIFIED SITE. THE SERVICE CONTRACT WILL/MAY EXTEND FROM AN ESTIMATED PERIOD RANGING FROM AN ESTIMATED APRIL 1, 2022 THROUGH MARCH 30, 2024 **OR** APRIL 1, 2022 THROUGH MARCH 30, 2025, SUBJECT TO CHANGE. **PROPEL** RESERVES THE RIGHT TO EXTEND THE CONTRACT VIA VOLUNTARY EXTENSIONS ON A MTM AND/OR ANNUAL BASIS IF SO NEEDED OR REDUCE, CANCEL WITH CAUSE AND/OR IMPLEMENT SERVICES AT ANY TIME WITHOUT PENALTY. THE SERVICE MAY COMMENCE AFTER APRIL 1, 2022 VIA AN OPTION EXERCISED BY THE SCHOOL. THE TERM OF THE CONTRACT IS DEFINED BY THE "CONTRACT AWARD LETTER". NO OTHER AGREEMENT WILL SUPERSEDE THE INDICATED TERM OF MONTHS ON THAT LETTER. NOTE: FOR RFP SCORING THAT COST WILL BE THE HEAVIEST WEIGHTED FACTOR. PLEASE NOTE THAT THE SCHOOL RESERVES THE RIGHT TO INCREASE/DECREASE THE QUANTITIES AND/OR LEVELS OF SERVICE ITEMS AS SPECIFIED WITHIN THE TERM OF THIS BID. PRICING SHOULD ADHERE TO E-RATE "LOWEST CORRESPONDING PRICE" REQUIREMENTS AS OUTLINED ON THE SLD WEBSITE <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price>

ANY/ALL QUESTIONS PERTAINING TO THIS BID PROCESS AND/OR TECHNICAL QUESTIONS MUST BE E-MAILED TO:

ERATESUPPORT2022@INTELAFUNDS.NET

NOTE: PLEASE REFERENCE "PROPEL"– BID# YR2022-1" WITHIN THE SUBJECT AREA OF YOUR E-MAIL.

IT SHOULD BE NOTED AN ORIGINAL SIGNATURE IS REQUIRED AT THE BOTTOM OF PAGE (2) TWO. FAILURE TO PROVIDE THIS SIGNATURE AS INSTRUCTED MAY VOID THE ENTIRE BID RESPONSE FOR THAT PARTICULAR RESPONDENT.
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FOR ANY ADDITIONAL POSTED INFORMATION/CLARIFICATIONS AND/OR ANY UPDATES PLEASE PERIODICALLY REVIEW WWW.INTELAFUNDS.NET

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<u>ITEM</u>	<u>ITEM/SERVICE DESCRIPTION</u>
1.	HIGH-SPEED INTERNET ACCESS/SERVICE: Requesting pricing for unbundled, dedicated fiber access (“unbundled” defined as available individually and are not a part of a package of services) to the internet to be located at the identified location at the bandwidth connection speeds and length of time specified below. Additionally, the provider will make available global IP addresses required for the school’s needs. Initial request may be for five (5) global IP addresses routed back to the PROPEL network. Handoff to customer must be One (1) RJ45 Ethernet and/or One (1) Fiber handoff capable of speed requested at the designated termination/hand-off location identified by the school.

SERVICE DELIVERY LOCATION:

PROPEL HOMESTEAD: 129 EAST TENTH AVE, HOMESTEAD, PA 15120

A.) 10 GB FOR A TERM OF 24 MONTHS MONTHLY COST: _____

ONE-TIME INSTALLATION COST: _____

B.) 10 GB FOR A TERM OF 36 MONTHS MONTHLY COST: _____

ONE-TIME INSTALLATION COST: _____

PLEASE PROVIDE THE PRICING BELOW:

C.) COST PER BLOCK OF FIVE (5) IP ADDRESSES

MONTHLY COST: _____

THE RESPONDENT MUST PROVIDE AN ESTIMATED SERVICE DELIVERY DATE FROM TIME OF EXECUTED AGREEMENT FOR REQUESTED ADDRESS:

PROPEL WILL CONSIDER HYBRID NETWORKS OR ALTERNATE TECHNOLOGIES AS A VIABLE MIGRATION PATH TO OBTAIN THE IDENTIFIED END CONNECTIVITY AND SERVICES AS LONG AS THE SERVICE COST IS EQUAL TO OR LESS THAN THE QUOTED FINAL PRICING AND THE VENDOR SUPPLIES ALL REQUIRED INTERACTIVE EQUIPMENT AT NO ADDITIONAL COSTS TO PROPEL. SERVICE HANDOFF MUST BE ONE (1) RJ45 ETHERNET AND/OR ONE (1) FIBER HANDOFF CAPABLE OF SPEED 10GB OR GREATER AS IDENTIFIED BY PROPEL.

PLEASE NOTE: INCLUDED AS PART OF THIS BID IS AN EXCEL SPREADSHEET DOCUMENT TO ASSIST IN EVALUATING THE PROJECT AND POSTING CORRESPONDING BID RESPONSES. **YOUR BID RESPONSE MUST INCLUDE YOUR COMPLETED VERSION OF THIS EXCEL SPREADSHEET (IN ORIGINAL FORMAT) IN EXCEL FORMAT ALONG WITH YOUR COMPLETED OFFICIAL BID DOCUMENT. ITEM IS AS FOLLOWS:**

“PROPEL YR2022 PROPEL INTERNET ACCESS SERVICES BID RESPONDENT SPREADSHEET”: THE SPREADSHEET DOCUMENT CAN BE FOUND ON THE SAME WEBSITE WHERE THIS RFP DOCUMENT WAS DOWNLOADED. SEE PAGE 1 FOR SUBMISSION INSTRUCTIONS.

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THE LOCATION OF TERMINATION FROM THE RESPONDENT WILL BE AT THE FOLLOWING SITE. POSSIBLE OTHER SITES OF TERMINATION COULD BE ANY OF THE SITES IDENTIFIED ON **PROPEL'S** WEBPAGE.

PROPEL HOMESTEAD (**CENTRAL SITE**)
129 EAST TENTH AVE, HOMESTEAD, PA 15120

ADDITIONAL PROPEL BUILDINGS UTILIZING SERVICES:

PROPEL ANDREW STREET	PROPEL BRADDOCK HILLS ELEMNTARY
PROPEL MCKEESPORT	PROPEL BRADDOCK HILLS MIDDLE
PROPEL MONTOUR	PROPEL BRADDOCK HILLS HIGH SCHOOL
PROPEL NORTHSIDE	PROPEL HAZELWOOD
PROPEL PITCAIRN	PROPEL ADMINISTRATION
PROPEL EAST	PROPEL MONTOUR MS/HS

IT SHOULD BE NOTED THAT THE SERVICE TERMINATION LOCATION (SCHOOL) MAY BE CHANGED IN THE FUTURE DUE TO RE-STRUCTURING OF **PROPEL'S** WAN NETWORK. POSSIBLE OTHER SITES OF TERMINATION COULD BE ANY OF THE SITES IDENTIFIED ON **PROPEL'S** WEBPAGE AND/OR THE SCHOOL'S E-RATE EPC PORTAL

IT IS THE VENDOR'S RESPONSIBILITY TO NOTIFY THE SCHOOL DIRECTLY VIA E-MAIL AND PHONE CALL OF ANY ANTICIPATED AND/OR IDENTIFIED EXTENDED SERVICE OUTAGES. VENDOR WILL BE HELD RESPONSIBLE FOR ANY COSTS INHERITED BY THE SCHOOL DUE TO EXTENDED SERVICE OUTAGE AND/OR LACK OF NOTIFICATION

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BID SCORING CRITERIA:

COST WILL BE THE HEAVIEST WEIGHTED FACTOR AS REQUIRED. SEE THE POSTED FORM 470 FOR MINIMUM SCORING CRITERIA.

FINAL BID CONDITION - SERVICE PROVIDER MUST SIGN AND RETURN TWO HARD COPIES AND TWO SOFT COPIES AND SUBMIT ELECTRONIC COPIES (VIA EMAIL AS OUTLINED ON PAGE 1) OF THE ATTACHED “CONTRACT AWARD AGREEMENT” (YELLOW AREA AT THE TOP AND BOTTOM OF PAGE WITH THE LINES MARKED WITH “X”). THE SCHOOL WILL COMPLETE THE REMAINING ITEMS. CONTINGENT UPON AWARD OF THIS CONTRACT, THIS LETTER WILL BE RETURNED TO THE SELECTED VENDOR DULY SIGNED BY PROPEL. THE SCHOOL WILL COMPLETE THE TERM AND AWARD DATE OF THIS AGREEMENT. – DO NOT COMPLETE THOSE PORTIONS OF THE LETTER.

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CONTRACT AWARD LETTER

AREAS TO BE COMPLETED BY RESPONDENT IN YELLOW

RESPONDENT: X **SPIN (498 ID):** X

AREAS BELOW TO BE COMPLETED BY SCHOOL AND IN GREEN

CONTRACT AWARD DATE: _____

BID #: YR2022-1 - INTERNET ACCESS SERVICES

TERM: 24 Month Term (Estimated April 1, 2022 through March 30, 2024) _____

36 Month Term (Estimated April 1, 2022 through March 30, 2025) _____

To Whom It May Concern:

This letter is to confirm with you the acceptance of your price quote/bid proposal for specific service items (as identified above) within your company's price quotation(s)/proposal in accordance with the school's Bid/Contract procedure referenced above. This duly signed letter along with your signed bid response constitutes the contract term of record for these items/services unless agreed to otherwise by both parties. The term of number of months of the contract is defined by the "contract award agreement" letter, no other agreement will supersede the indicated term of months on this letter unless agreed to otherwise by both parties. The school reserves the right to invoke voluntary extension(s) and extend the term and services costs of this agreement on a Monthly and/or Annual basis if needed. The school reserves the right to increase/decrease service levels at the respondents quoted pricing as needed within the term of this agreement.

This purchase/service agreement is/may be contingent upon E-rate funding. Upon receiving such approval from the SLD the school will/may initiate service requests pursuant to the contract terms of the Bid and E-rate regulations. Awarding of funding from SLD does not guarantee the school will move forward with the acquisition of services and/or equipment bid items, whether in-whole or part. Please note that there may be numerous service requests leveraged against the pricing submitted within the accepted bid response to address various site/office requirements. Additionally, any and all issued invoices for services with E-rate ramifications will only reflect the school's "Fair-share" portion of said purchase when applicable. The Vendor is responsible for invoicing the E-rate program directly for the funded portion of the identified services (as specified within the Bid). Thus, the school should receive discounted invoices reflecting its fair-share amount of the monthly invoices and/or one-time non-recurring costs. In acceptance of these terms and conditions, please sign below:

(e-sign permissible):

Authorized vendor representative confirmation:

[Signature]: X **[Name & Title]:** X

Authorized School representative:

[Signature]: _____ **[Name & Title]:** _____