

ALIQUIPPA SCHOOL DISTRICT
800 21ST STREET
ALIQUIPPA PA 15001
BID #: YR2021-2

Sheet Number: 1 of 15

Bids for the services listed herein (this document serves as the official bid response contract) will be received at the Aliquippa School District (ASD) Administration Office, located at 800 21ST Street, Aliquippa, PA 15001- ATTN: Ms. Debbie Engelman, Business Administrator, until 3:00 P.M., FEBRUARY 8, 2021. Respondents are invited to attend the bid opening however no bid modifications will be permitted, only clarifications pertaining to submitted responses or defining deliverables within the RFP. Bidders are responsible for checking the website www.advandedgesolutions.com for any potential addendums and/or change of dates or conditions (opening and/or walk-throughs).

Mandatory Response Instructions:

1. **Two (2) hard copies** (signed with original signatures where noted) and **two (2) soft copies on USB drives** with the official Bid document and the corresponding Respondent-populated Excel file (as defined in this document) for this bid inquiry are to be returned to **ASD** as instructed below in item numbers 2 and 3. **All items identified to be returned shall constitute a complete bid response to this inquiry. 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.
2. All bid responses shall be returned in sealed envelopes and addressed to **ASD** at the address stated above. **Please show the bid number (BID#: YR2021-2 ASD) on the outside of the envelope.**
3. **Additionally, 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 "ASD BID YR2021-2" to e-rateyr2021bidresponse@advandedgesolutions.com. The email must be sent prior to the date/time as outlined above.**
4. The Bidder is responsible for ensuring that the Bid response, inside a sealed envelope, is received **via carrier service with tracking** prior to 3:00 P.M. on the date stated above. Hand delivering the Bid documents without tracking to a **ASD** employee, even if a signature is obtained, **is not** sufficient to meet the requirements of this Bid Condition. **ASD** is not responsible for the failure of any of its employees or any mail delivery service to receive this bid document prior to the time and date for the public opening of this Bid.
5. 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 original signature of person authorized to sign for the Company submitting this bid response may leave this bid response null and void.
6. **ASD** 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.
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 **ASD** shall have the right to terminate the contract and select another vendor without penalty or costs.*

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

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

Whereas **ASD 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 Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public district 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 district 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**
(Include as separate document)

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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 PA
 - 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 district.
 - The Respondent will not remit to the district any gifts in relation to this agreement
 - The Respondent has not assisted the district in kind toward the district'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 Pennsylvania laws for criminal records, criminal history and child abuse clearance
 - Pennsylvania prevailing wage rates apply to this project and are 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.** Optional related equipment may be quoted separately.
2. **ASD** Staff /Resources shall have full power and authority to reject any and all bid responses furnished which in their opinion, are not in strict compliance and/or conformity with the specifications.
3. **ASD** 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.
4. The school reserves the right to award all items in-whole or in-part as a bundle to a single service provider. **ASD** 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 **ASD** 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 **ASD** 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 contract 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 communications commission's (FCC) universal service order as detailed in the telecommunications act of 1996. **ASD** 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. **Auto renewal of any term is prohibited.**
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 the **ASD** school 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 required by the **ASD** 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 **ASD** 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 July 1, 2021. This date is subject to change as identified by the school due to potential alignment of termination from a previous contracted agreement.

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 of service for a closed facility other than a minimal charge for re-engineering and equipment differential.
3. In the event that **ASD** must discontinue internet access service due to budget issues and/or E-rate changes there shall be no termination liability imposed upon **ASD** so long as **ASD** does not enter into agreement with a competitor for identical service/s.
4. **ASD** reserves the right to cancel services at any time with a 60-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 **ASD** 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
LEASED HIGH-SPEED FIBER WAN SERVICES

ALIQUIPPA SCHOOL DISTRICT IS SEEKING A MULTI-YEAR CONTRACT FOR WAN DATA TRANSMISSION SERVICES AND DELIVERY OF SAID SERVICES IDENTIFIED SITES. THE SERVICE CONTRACT WILL EXTEND FROM A PERIOD RANGING FROM APPROXIMATELY JULY 1, 2021 THROUGH JUNE 30, 2026. ASD RESERVES THE RIGHT TO EXTEND THE CONTRACT VIA VOLUNTARY EXTENSIONS ON A MONTHLY AND/OR ANNUAL BASIS IF SO NEEDED OR REDUCE, CANCEL WITH CAUSE AND/OR IMPLEMENT SERVICES AT ANY TIME WITHOUT PENALTY. THE SERVICE WILL/MAY COMMENCE SOMETIME ON **OR** AFTER JULY 1, 2021 AND WILL/MAY CORRESPOND WITH RECEIPT OF THE SLD FUNDING LETTER FOR THE SERVICES. THE TERM OF THE CONTRACT IS DEFINED BY THE "CONTRACT AWARD AGREEMENT" LETTER. NO OTHER AGREEMENT WILL SUPERSEDE THE INDICATED TERM OF MONTHS ON THAT LETTER. **UPON CONTRACT EXPIRATION, AUTO-RENEWAL OF THE TERM OF SERVICE OF THIS CONTRACT IS PROHIBITED.** 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 CONTRACT. 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:

ERATESUPPORT2021@ADVANEDGESOLUTIONS.COM

**NOTE: PLEASE REFERENCE "ASD"– BID# YR2021-2" 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.**

**FOR ANY ADDITIONAL POSTED INFORMATION/CLARIFICATIONS AND/OR ANY UPDATES
PLEASE PERIODICALLY REVIEW WWW.ADVANEDGESOLUTIONS.COM**

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ITEM

ITEM/SERVICE DESCRIPTION

1. LEASE OF MANAGED LIT FIBER PT-TO-PT DATA TRANSPORT NETWORK:

To originate from each identified sites (listed in this document) the dedicated committed information rate bandwidth connection speeds, intranet (LAN) Ethernet connectivity bandwidth and length of time specified below. This service request includes all the required equipment for both sites to light said services and inter-connect to each site's LAN. The respondent's monthly cost must include the equipment to light services and any corresponding software/licensing costs if applicable. Additionally, this monthly cost should also include any training for district personnel if needed. Handoff to customer must be One (1) RJ45 Ethernet and/or One (1) Fiber handoff capable of speed 1GB or greater at the designated termination/hand-off location identified by the district within the specified building. The district requires performance for all segments of the WAN of 99.99% up-time.

SERVICE LOCATION: 100 HARDING ST., ALIQUIPPA, PA 15001 TO

SERVICE LOCATION: 801 21ST ST., ALIQUIPPA, PA 15001

MONTHLY AND INSTALLATION COSTS SHOULD REFLECT THE COST TO DELIVER SERVICES AND EQUIPMENT FOR BOTH SITES

A.) 10 GB FOR A TERM OF 60 MONTHS MONTHLY COST: _____

ONE-TIME INSTALLATION COST: _____

EQUIPMENT MANUFACTURER: _____

EQUIPMENT MODEL: _____

IDENTIFY THE ESTIMATED NUMBER OF BUSINESS DAYS FOR SERVICE-READY PROJECT COMPLETION ONCE NOTIFIED OFFICIALLY BY THE DISTRICT TO COMMENCE SAID PROJECT (REQUIRED) _____

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2. CLOUD-BASED WAN DATA TRANSPORT NETWORK:

To originate from each identified sites (listed in this document) the dedicated committed information rate bandwidth connection speeds, intranet (LAN) Ethernet connectivity bandwidth and length of time specified below. This service request includes all the required equipment at both sites to light said services and inter-connect to each site's LAN. The respondent's monthly cost must include the equipment to light services and any corresponding software/licensing costs if applicable. Additionally, this monthly cost should also include any training for district personnel if needed. Handoff to customer must be One (1) RJ45 Ethernet and/or One (1) Fiber handoff capable of speed 1GB or greater at the designated termination/hand-off location identified by the district within the specified building. The district requires performance for all segments of the WAN of 99.99% up-time.

SERVICE LOCATION: 100 HARDING ST., ALIQUIPPA, PA 15001 TO
SERVICE LOCATION: 801 21ST ST., ALIQUIPPA, PA 15001

MONTHLY AND INSTALLATION COSTS SHOULD REFLECT THE COST TO DELIVER SERVICES AND EQUIPMENT FOR BOTH SITES

B.) 10 GB FOR A TERM OF 60 MONTHS MONTHLY COST: _____

ONE-TIME INSTALLATION COST: _____

EQUIPMENT MANUFACTURER: _____

EQUIPMENT MODEL: _____

IDENTIFY THE ESTIMATED NUMBER OF BUSINESS DAYS FOR SERVICE-READY PROJECT COMPLETION ONCE NOTIFIED OFFICIALLY BY THE DISTRICT TO COMMENCE SAID PROJECT (REQUIRED) _____

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3. LEASE OF MANAGED DARK FIBER PT-TO-PT DATA TRANSPORT NETWORK:

To originate from each identified sites (listed in this document) seeking leased dark fiber services (18 strands) to be leased via a multi-year contract. Said service should also include the leasing of all corresponding equipment (including any needed maintenance and support) required for both sites to light the dark fiber and hand-off to the corresponding district. Services capacity throughput requirements are listed below along with desired schemes as defined. Additionally, this monthly cost should also include any training for district personnel if needed. Handoff to customer must be One (1) RJ45 Ethernet and/or One (1) Fiber handoff capable of speed 1GB or greater at the designated termination/hand-off location identified by the district within the specified building. The district requires performance for all segments of the WAN of 99.99% up-time.

THE RESPONDENT IS RESPONSIBLE TO COST ALLOCATE ANY COSTS OF EXCESS STRANDS ASSOCIATED WITH THE BUILDOUT/INSTALLATION REGARDING THIS REQUEST.

SERVICE LOCATION: 100 HARDING ST., ALIQUIPPA, PA 15001 TO
SERVICE LOCATION: 801 21ST ST., ALIQUIPPA, PA 15001

MONTHLY AND INSTALLATION COSTS SHOULD REFLECT THE COST TO DELIVER SERVICES AND EQUIPMENT FOR BOTH SITES

C.) 10 GB CAPACITY FOR A TERM OF 60 MONTHS

18 STRAND DARK FIBER MONTHLY LEASED COST: _____

ONE-TIME INSTALLATION COST: _____

EQUIPMENT TO LIGHT A DARK FIBER SOLUTION AS IDENTIFIED IN ITEM 3A. PRICING PRESENTED SHOULD BE A COMPLETE SOLUTION FOR SPECIFICIED SITES

D.) LEASED COST PER MONTH FOR ALL REQUIRED EQUIPMENT TO LIGHT THE

18 STRAND DARK FIBER: _____

PLEASE PROVIDE MODULATING EQUIPMENT MANUFACTURER AND MODEL:

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E.) MAINTENANCE COST FOR ALL FIBER MODULATING EQUIPMENT:

COST PER MONTH: _____

F.) MAINTENANCE COST FOR ALL FIBER MODULATING EQUIPMENT:

HOURLY: _____

COMMENT: _____

IDENTIFY THE ESTIMATED NUMBER OF BUSINESS DAYS FOR SERVICE-READY PROJECT COMPLETION ONCE NOTIFIED OFFICIALLY BY THE DISTRICT TO COMMENCE SAID PROJECT (REQUIRED) _____

ALL DARK FIBER RESPONDENTS MUST INCLUDE A VENDOR PROFILE

PROVIDE A VENDOR PROFILE TO INCLUDE (IN THE FOLLOWING ORDER):

1. An overview of the company including the following:
 - A. Number of years in business under the current business name and previous names of your firm, if any.
 - B. Provide a description of your firm including staff size, geographic location, number and nature of the professional staff to be assigned to the district project.
 - C. Provide resumes, staff experience, training and relevant certifications for key personnel listed.
2. Provide a brief overview of the key elements of vendor's proposal. Highlight any features or areas that differentiate vendor's services and products from competitors.
3. Provide a description of vendor's geographic reach and market penetration.
4. List details of any litigation the vendor or any of its subsidiaries or affiliates has had in the past three (3) years any currently in litigation, including party names, reviewing court, and docket number.
5. List at least three (3) references from projects similar in size, application, and scope. Vendor must include a contact name, position, email address, mailing address, and current phone number for each.

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ALL DARK FIBER RESPONDENTS MUST INCLUDE MAINTENANCE DETAILS

DARK FIBER MAINTENANCE DETAIL: VENDOR RESPONSES SHOULD BE INCLUSIVE/CONSIDER THE ITEMS BELOW. THE VENDOR RESPONSES TO THESE ITEMS MUST BE IN WRITING AND ATTACHED TO THE VENDOR RESPONSE DOCUMENT;

1. Call before you dig locate services; routine maintenance and Inspection, scheduled maintenance windows and scheduling practices for planned outages
2. Identify what fiber monitoring system is used, who performs the Monitoring and what software is to be used
 - A. Handling of unscheduled outages and customer problem reports
 - B. What service level agreement is included, and what alternative Service levels may be available at additional cost?
3. What agreements are in place with applicable utilities and utility Contractors for:
 - A. Emergency restoration
 - B. Repair of fiber breaks and/or replacement of damaged fiber
 - C. Replacement of fiber which no longer meets specifications
 - D. Policies for customer notification regarding maintenance
4. Ongoing maintenance services of a routine nature for activities which are not of an emergency nature but must be performed on an ongoing basis throughout the term of the Contract.

DARK FIBER SLA/QoS DETAIL: VENDOR RESPONSES SHOULD BE INCLUSIVE/CONSIDER THE ITEMS BELOW. THE VENDOR RESPONSES TO THESE ITEMS MUST BE IN WRITING AND ATTACHED TO THE VENDOR RESPONSE DOCUMENT

SLA/QoS EXPECTATIONS:

In regards to any leased services and/or equipment expectations and requirements are for high availability and full functionality. It is understood that 100% availability is a substantial challenge for service providers but never the less the district must insist that proposed leased services and/or equipment be at optimal levels. The vendor will provide a proposed Service Level Agreement (SLA) with the RFP response.

The proposal should include, but not be limited to, the following services:

1. Network Availability: the provider will make all reasonable efforts to ensure 99.9% network availability of the Applicable Fiber.
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.

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5. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident. To email to rkrepps@bigspring.k12.pa.us

6. Trouble Reporting, Escalation and Resolution: A detail trouble reporting, escalation and resolution plan will be provided to the district within five (5) working days.

7. Measurement: Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service. Time starts from the time the Customer contacts Vendor and identifies the problem. Credits for Outages of shortage are identified below:

- A.) Under 2 hours...no invoicing reductions
- B.) 2-4 hours...invoicing reduction based on actual number of hours services are not available at an acceptable level
- C.) Over 5 hours but under 9 hours...invoicing reduction based on two times the actual number of hours services are not available at acceptable level
- D.) 9 hours or more...invoicing reduction based on five times the actual number of hours services are not available at acceptable level
- E.) It is the service provider's responsibility to adjust the service invoices to the SLD to coincide with the outage credits as reflected above

VENDOR COMMENTS:

ALL DARK FIBER RESPONDENTS MUST INCLUDE SIMILAR PROJECT REFERENCE(S)

1. The proposal should include up to three references of comparable installations including organization name, primary contact name, email and phone number

FOLLOWING SITES. POSSIBLE OTHER SITES OF TERMINATION COULD BE ANY OF THE CURRENT AND/OR FUTURE SITES AS IDENTIFIED BY THE SCHOOL.

ALIQUIPPA JR/HIGH SCHOOL
100 HARDING ST., ALIQUIPPA, PA 15001

ALIQUIPPA ELEMENTARY SCHOOL
801 21ST STREET, ALIQUIPPA, PA 15001

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THE VENDOR SHALL DESCRIBE THEIR OUTAGE AND PROBLEM RESOLUTION PROCEDURES. TO INCLUDE (ATTACH SEPARATE DOCUMENT):

- 1. POINT OF CONTACT**
- 2. EMERGENCY CAPABILITIES**
- 3. ESCALATION PROCEDURES**
- 4. GUARANTEED TIME TO RESPOND TO SERVICE OUTAGE**
- 5. GUARANTEED TIME TO RESPOND TO CONDITIONS SUCH AS LINE CONDITION**

Please circle response. Document included: **Yes** **or** **No**

THE VENDOR TIMELINE ESTIMATE FOR INSTALLATION OF ALL SITES.

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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 BOTTTOM 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 ASD. **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 AGREEMENT

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 #: ALIQUIPPA SCHOOL DISTRICT WAN BID **CONTRACT#:** YR2021-2 - ASD

CONTRACT AWARD DATE: _____ **BID #:** YR2021-2

AWARD: LIT FIBER: _____ **CLOUD-BASED SOLUTION:** _____ **DARK FIBER:** _____

TERM: 60 Month Term (Estimated July 1, 2021 through June 30, 2026)

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 contract response constitutes the contract term of record for these items/services unless agreed to otherwise by both parties. The term 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. Services will have E-rate ramifications and cannot be received before July 1st, of 2021 (beginning service contract date) unless specifically requested by the school. 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. Upon contract expiration, auto-renewal of the term of this contract is prohibited. 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]:** _____