BETHLEHEM AREA SCHOOL DISTRICT

1516 SYCAMORE STREET

BETHLEHEM, PA 18017

REQUEST FOR BIDS

Wide Area Network Services

AND

Internet Services

BIDS DUE: February 2, 2023

TIME: 10:00 A.M. EST

BETHLEHEM AREA SCHOOL DISTRICT

The Bethlehem Area School District is seeking bids for Wide Area Network Services and Internet Services. One (1) complete copy of all files comprising the related proposal must be delivered via e-mail on or before, February 2, 2023, no later than **10:00 a.m.**, E.S.T to eratebids@basdchools.org with copy to bidsny@e-ratecentral.com. All questions must be submitted to eratebids@basdchools.org with copy to bidsny@e-ratecentral.com by January 3, 2023.

Arutyun Aristakesian
Chief Financial Officer/Board Secretary

GENERAL BID REQUIREMENTS FOR ALL BIDDERS

A. Preparation of Bids

1. If any bidder finds discrepancies in these specifications or is in doubt to the meaning of any part thereof, please e-mail eratebids@basdschools.org. If it is deemed necessary, additional instructions will be issued to all bidders in writing. Only these written changes will be binding. Oral or other changes, interpretations, or clarifications will be without legal effect.

2. All bids must be prepared and submitted on bid forms supplied as a part of these specifications. No other forms will be accepted. Additional pages that clarify bids may be submitted with the bid forms when they conform to these requirements.

3. Bids must be typewritten or written with ink and must be signed by the Bidder on the enclosed form. Changes, alterations, or interlineations to any of the bid documents are not permitted. Such changes may disqualify a bid from consideration.

4. Bids must show unit and total prices. All unit bid prices must conform to the specified unit of measure. The bid prices stated shall include inside delivery to the designated receiving location for the district.

5. Bids must be submitted to the school district properly executed by the bidder; if a partnership, it shall be executed by at least one of the partners; if a corporation, it must be executed by the president, vice-president, or other persons properly authorized to sign for the corporation and attested by the secretary or assistant secretary with corporate seal attached.

6. All quantities indicated are to be considered approximate only and are provided for bidder information purposes only. No guarantee is given or implied as to the exact amount or number, which shall be required under the terms and conditions of this bid. The district reserves the right to increase or decrease all estimated quantities.

7. Any reference to a particular manufacturer's product either by trade name or by limited description is solely for the purpose of more clearly indicating the minimum standard of quality desired, except where a no substitute is requested.

8. It is the responsibility of the bidder to indicate on the bid form any variances between the submitted bid and the district's specifications, no matter how slight. In the absence of any notation to the contrary, it will be presumed that vendor is bidding and will provide item as specified.

B. Submittal of Bids

1. One (1) complete copy of all files comprising the related proposal must be delivered via e-mail on or before, February 2, 2023, no later than **10:00 a.m.**, E.S.T to eratebids@basdschools.org with copy to bidsny@e-ratecentral.com. Any bids received after that time shall not be opened by the school district. The school district will not be responsible for lateness of receipt due to mail delays.

2. Bids are to be submitted bearing the name of the vendor, Service Provider Identification Number (SPIN) and plainly marked with the bid category and due date.

C. Prices

1. Bids shall show prices as designated on the bid proposal form. Should figures be irreconcilable, the lowest unit price shall prevail.

D. Taxes

1. The school district is exempt from all state sales tax and federal excise tax, and these taxes should not be included in bids.

E. Bid Awards

1. Offerors' proposals must include all services listed within this RFB (both Internet Access and Transport for all specified locations- partial bids will not be considered.)

2. Awards will be made on the basis of the lowest responsible and responsive bidder who meets the terms and conditions of this bid.

3. Awards shall be conditioned upon approval and receipt of E-Rate funding.

4. The district reserves the right to reject any or all bids in whole or in part, and may waive informalities, technicalities, and irregularities. Also, to award in any manner which appears from all consideration to be the most economical and advantageous to the school district.

5. The Invitation to Bid, bid specifications, bidder's response, awarded bids, purchase orders, and any attachments shall constitute a binding contract.

6. Conditioned bids or bids which do not conform to these requirements may be rejected.

F. Universal Service Fund – E-rate Program

To warrant consideration for an award of contract resulting from this Request for Bid, Bidders must agree to participate in the Universal Service Support Mechanism for Schools and Libraries as provided for and authorized under the Federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). To ensure compliance with all applicable regulations, program mandates and auditing requirements, vendors must comply with the following:

1. **USF Registration:** Bidder shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

2. **USF Participation:** Bidder shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the School, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-rate Program to ensure that the School receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Bidder’s services and/or products.

3. **Service Provider Identification Number:** Bidder shall furnish their assigned Service Provider Identification Number at the time of Bid submission. Bidder acknowledges that by providing their respective Service Provider Identification Number, they provide it in good faith and that the Bidder is held in good standing with the E-rate program and the Universal Service Fund program.

4. **USF Documentation**: Bidder shall provide to BASD staff, within a commercially reasonable period of time, all of the information and documentation that the Bidder has or that Bidder reasonably can acquire that the BASD may need to prepare its E-rate applications and/or to document transactions that may be eligible.

5. **Form 473, Service Provider Annual Certification Form:** Vendor must agree to timely submission to the SLD a completed Form 473. This form is available on the SLD’s website at http://www.usac.org/sl in the Forms section.

6. **Invoicing Procedures:** Bidder shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Bidder must include the following information on all invoices to the BASD for E-rate eligible equipment and/or services: Date of Invoice, Date of Service, Funding Request Number, Detailed description of services performed that matches the District’s contract specifications, Form 470 and Form 471 descriptions of same, The School’s Billed Entity Number and Federal Communications Commission Registration Number, including any other information required by the E-rate program.

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

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

9. **Subcontractor Expectations:** Any and all subcontractors must be identified in Vendor's proposals. Subcontractor's must abide by the same rules and standards as set forth in this RFP as the proposing Vendors.

10. **Subject to Award:** <u>E-rate projects *may* be subject to E-rate funding acceptance.</u> Bidder acknowledges that this project may be cancelled at any time prior to the start of services and/or receipt of equipment due to funding status and/or changes in E-rate program rules.

11. **Lowest Corresponding Price:** As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this RFP must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/ for more information on the requirements relating to LCP.

12. **National Security Threat Compliance:** By submitting a proposal on the requested services herein, the vendor certifies its proposed services and/or products comply with Part 47 Section 54.9 and 54.10 of the FCC rules which prohibits the sale, provision, maintenance, modification, or other support of equipment or services provided or manufactured by Huawei, ZTE, or any other covered company posing a national security threat to the integrity of communications networks or the communications supply chain. See https://www.usac.org/about/reports-orders/supply-chain/ for more details.

G. <u>Invoicing and Payment</u>

1. In the case where purchase orders are required, each purchase order is to be invoiced separately. The district purchase order number must appear on all invoices, packages, and correspondence. Also, please see Billing Support below for further information.

2. The school district reserves the right to pay invoices electronically or by credit card. The district is moving towards a paperless system as a way to streamline the procurement process. Therefore, credit card acceptance may be a determining factor in the evaluation and recommendation for award.

3. All payments are approved by the Board of School Directors which meets once a month. Invoices are typically paid in 45 days, but may at times span a 45 to 60-day period.

SCOPE OF SERVICES REQUESTED – CATEGORY A: WIDE AREA NETWORK SERVICES

1. Wide-Area Network Configuration and Technical Requirements

A. The District is seeking WAN services for twenty-three (23) locations. Vendors may propose dark fiber services leased by the District (IRU or traditional lease) or lit fiber services. In the case of lit fiber services, the solution may be point-to-point or point-to-provider cloud.

B. The District is seeking proposals that provide current level of service or better (Attachment B). The current network design includes six (6) to twelve (12) strands of single mode fiber connecting the district's Network Center at Freedom High School to every school and district office as follows:

   I. Buildings that have six (6) strands of fiber are: Farmersville Elementary, Miller Heights Elementary, Lincoln Elementary, Marvine Elementary, Freemansburg Elementary, Thomas Jefferson Elementary, Governor Wolf Elementary, Spring Garden Elementary, William Penn Elementary, Clearview Elementary, James Buchanan Elementary, Calypso Elementary, Fountain Hill Elementary, Donegan Elementary, Hanover Elementary, Asa Packer Elementary, Northeast Middle School, Broughal Middle School, and Facilities and Operations (Maintenance).

   II. Buildings that have twelve (12) strands of fiber are: BASD Education Center (Admin Bldg/District Office), Liberty High School, Nitschmann Middle School, and Freedom High School (termination point).

C. Distict is seeking a robust and resilient solution that avoids a single point of failure.

D. The District's location map with addresses for those schools and district offices included in this request is included as Attachment A. Not all entities listed on the map in Attachment A are included in this request. Please see Paragraphs B and C above for entities included in this request.

E. The District's current network design is included as Attachment B.

F. In the case of a dark fiber solution, the fiber should be capable of 10Gbps or higher operation. Please note: the district already has the equipment to light the fiber. In the case of a lit fiber solution or provider cloud solution, these point-to-point links should operate at 10Gbps or higher. Some Bethlehem ASD facilities may have existing conduit from the property line to the MDF, but the district makes no representation about the usability of any conduit. Vendors should price their solution accordingly. Extension of DMARC locations should be at the cost to the vendor.

G. In the case of a dark fiber solution, each segment must be single-mode fiber terminated with SCAP (SC Angle Polish) fiber connectors.

H. All terminations are to be completed inside each building. At each termination site, wall mount/rack equipment must be provided unless space is available.

I. Proposals must include detailed network diagrams depicting both logical and physical designs.

J. Full OTDR (Optical Time Domain Reflectometer) readout of each strand of fiber is required.

K. Proposals must include all buildings and services requested for those District locations identified. The District intends to sign one contract with a single prime vendor.

L. Vendors proposing leased dark fiber must include maintenance and operations throughout the contract term on the fiber. Details on Vendor's Maintenance and Operations practices must be included. The District will require on-going maintenance and operations of the fiber for the entire length of the initial contract. When pricing maintenance and operations, the respondent should include an overview of their fiber maintenance practices, including:

   I. Routine maintenance and inspection,
   II. Scheduled maintenance windows and scheduling practices for planned outages,
   III. Fiber monitoring including information on what fiber management software is used, what fiber monitoring system is used, and who performs the monitoring,
   IV. Handling of unscheduled outages and customer problem reports,
   V. What service level agreement is included, and what alternative service levels may be available at additional cost,
   VI. What agreements are in place with applicable utilities and utility contractors for emergency restoration,
   VII. Repair of fiber breaks,
   VIII. Replacement of damaged fiber,
   IX. Replacement of fiber which no longer meets specifications,
   X. Policies for customer notification regarding maintenance,
   XI. Process for changing procedures, including customer notification practices

   The pricing for dark fiber maintenance should include the annual cost per linear mile for dark fiber maintenance and operations.

M. All fiber is expected to be installed and maintained in accordance with state and local regulations as well as industry standards. Fiber that is buried must be 3' (three feet) deep or more. If underground fiber is required, it must run through conduit.

N. In the case of a lit fiber solution, the Vendor's solution must be Layer 2 (L2) and Layer 3 (L3) based with VLAN transparency and QoS transparency.

O. In the case of a lit fiber solution, the Vendor's handoff equipment must use the 10GBASE-SR standard for 10Gb circuits and the 40GBASE-SR4 standard for 40Gb circuits. The Vendor must provide fiber patch cables and all equipment needed. Alternatively, the Vendor may use a link aggregate (LAG) running the LACP protocol to provide the 40Gb circuits with 4x 10Gb connections each. The District cannot accept any handoff higher than 10GBASE-SR outside of the hub sites and a maximum of 40GBASE-SR4 at the hub sites.

P. In the case of a lit fiber solution, the Vendor's solution must provide dedicated bandwidth on each circuit that is not shared among buildings (e.g. DWDM/CWDM, point-to-point dedicated, etc.).

Q. In the case of a lit fiber solution, the Vendor's handoff equipment must be owned by the Vendor. The equipment must be rack mountable (preferably a 1U design) and have dual power supplies. Equipment details must be included in proposal.

R. All cable installed within buildings must be plenum rated and installed to code. This includes supporting the cable in the ceiling with J-hooks or other required supports.

S. Vendor must identify all subcontractors and any partners used to deliver services in their proposal. This includes leased fiber, fiber maintenance, fiber installation, site surveys, etc. District may disqualify a Vendor if they do not identify all subcontractors/partners in proposals.

T. All Vendor proposals must be 100% fiber based. The District will not accept proposals for services other than lit or dark fiber, including point-to-point wireless links.

U. All Vendor proposals must include a detailed description of their testing and turn-up procedures. These descriptions should include a rough timeline for when these procedures will be completed.

V. Any transition of service shall be done with no downtime during regular business hours.

2. Support Metrics & Network Performance

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

A. The vendor shall provide a means for reporting trouble, escalation procedures, hours of operation, including contact information and job titles.

B. The vendor shall maintain a permanent staff capable of fully maintaining the fiber with emergency service in the local area.

C. The vendor shall provide maximum response times for critical and non-critical situations occurring during regular business hours, evenings, nights, weekends, and holidays.

D. One (1)-week advanced notification of all planned outages that affect District services

E. A description of Vendor's support staff qualifications and training, including outside plant maintenance & repair, OTDR expertise, etc.

F. The vendor shall include a description of their company's telecommunications experience in working with school districts.

G. The vendor shall include a list of three references from current Pennsylvania school district clients.

3. Billing Support

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

B. Discounted billing is required by the District. Proposers must confirm their willingness to provide discounted billing.

4. Pricing Format

A. Proposal must specify all taxes, fees and surcharges, including any fees, taxes or surcharges, paper statement fees, special taxes, PA Gross Receipts Tax, Universal Service Fees, Universal Service Administrative Fees, regulatory recovery fees, property taxes, etc. Proposals must include all costs that the District will be invoiced for.

B. The District will not pay any such fees or charges over the course of the agreement that are in addition to the single postal-rate price provided in the contract. This is done for budgeting purposes, but also so an apples-to-apples comparison can be done of Vendor proposals. Any proposal that does not meet this requirement will have points deducted in the bid evaluation and will be required to submit a revised proposal with this information included.

C. Vendor must propose pricing that does not include any up-front, non-recurring charges (NRC). All charges must be rolled into the monthly recurring charges (MRC). District requires that the MRC for all non-hub sites be the same for each location in order to simplify billing and budgeting. Additionally, the District requires that the MRC will be the same for each of the two hub sites, but it may be different than the MRC of the non-hub sites. Vendor must propose pricing on a per-site basis and may not propose one lump MRC to cover all sites. If billing begins prior to USAC issuing funding commitment, the District will pay the full MRC cost (both discounted and non-discounted share) until the funding commitment is issued. At that time, the District expects the Vendor to issue service credits for the discounted portion of the MRC.

D. Vendor must also include alternate pricing with up-front, non-recurring charges (NRC) in their proposal. Any proposals including alternate pricing must separate special construction charges from other up-front charges. Should the District choose to pay an NRC, the District will request the successful Vendor spread the non-discounted portion of NRC over a period of four years as allowed by E-Rate rules if the District selects pricing with NRC. Vendors should indicate their willingness to spread the NRC costs over four years and disclose any and all fees or interest charges that would be assessed on these payments. Additionally, due to budget constraints, the District will be unable to pay the up-front, discounted portion of NRC. The Vendor will need to seek reimbursement directly from USAC. Maintenance costs should be broken out from any NRC proposed and presented as an MRC to satisfy E-rate requirements.

E. Vendors may be asked to provide a breakdown of special-construction charges in order to satisfy E-rate review requirements. This includes invoice-level detail on associated costs, including:
   I. Route assessment, maps, ROW access and/or easement requirements
   II. Whether fiber will be buried, strung through conduit (existing or newly installed), and/or strung aerially on poles (existing or newly installed), and any associated terms and costs (e.g., pole attachment agreements imposing make-ready costs, trenching and/or boring costs)
   III. Quantity and cost of other plant elements (e.g., handholes, splice enclosures, vaults)
   IV. Charges for engineering, environmental assessments, traffic control and permits, surveys, testing, etc.

5. Service Sites

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

B. The MRC for any additional District locations added over the course of the contract must remain the same as in the initial proposal (equal to non-hub site MRC) with the District paying for any up-front construction fees incurred by the Vendor. If a District location must be moved during the course of the contract, the Vendor may not change the MRC or assess any fees for the location change. The District will pay for any up-front construction fees incurred by the Vendor to complete the fiber relocation. The contract end date must remain the same for any new or relocated locations. This requirement applies to both lit & dark fiber proposals.

C. The District must be allowed to have the net number of locations on the contract decrease by two without the contract being voided or having the MRC changed. Additionally, no fees can be assessed if the net number of buildings drops by up to two over the course of the contract.

D. All contracts must allow for bandwidth increases throughout the term of the contract; increases in bandwidth during the contract period and/or optional renewal periods shall be considered modifications to the existing agreement, not new agreements and thus do not extend the term of the contract.

6. Timeline for Installation of Services & Delivery Service Level Agreement (DSLA)

A. Installation of service can begin as early as January 1, 2023 to ensure that service is fully operational by July 1, 2023 at the latest. Installation shall not begin, however, until after a contract between the parties has been executed. The District will not accept any billing until all circuits have been completed and testing/turn-up procedures have been completed and accepted by the District for all 23 sites.

B. Vendor shall provide a project manager to assist with conversion of services and must identify that individual in their proposal. There may be a need for some of the installation to occur after hours. The rate for after-hours installation shall be the same as the installation costs during business hours.

C. The latest service acceptance date of July 1, 2023 is non-negotiable. All services must be operational by this date.

D. Services which are not completed and accepted by the District as of July 1, 2023 will be considered late and result in the invocation of a Delivery Service Level Agreement (DSLA). The specific terms of the DSLA will be negotiated between the District and Vendor. At a minimum, the DSLA will provide the District with bill credits equal to 5/30th of the MRC or $1,000.00, per day, per site where the service is not operational (whichever is greater).

E. Weekly status meetings must be held between the Project Manager and District for the duration of the project.

7. Contract Term

The District requests proposals for the following initial contract terms: 5-years, 7-years and 10-years. Each of these terms should include two (2) one-year optional extensions. District does NOT permit the use of any “auto-renewing” language or contract terms.

SCOPE OF SERVICES REQUESTED – CATEGORY B: INTERNET SERVICES

1. Internet Connection Configuration and Technical Requirements

A. The District is seeking Internet service for two Internet circuits delivered to Freedom High School (3149 Chester Ave, Bethlehem, PA 18020) and Nitschmann Middle School (1002 W Union Blvd, Bethlehem, PA 18018) respectively. Vendors must propose pricing on 10Gbps to 50Gbps Internet service. The pricing should be broken down from 10Gbps-20Gbps in 1Gbps increments and 20Gbps to 50Gbps broken down in 10Gbps increments.

B. Vendor must have at least two direct peering relationships with Tier 1 backbone providers and their Tier 1 Backbone providers must be identified in the Vendor's proposals. Vendor must identify the central office and/or exchange point through which the proposed Internet Service is traveling and any other alternative points available. District may disqualify a Vendor for not identifying the central office and/or exchange point through which the proposed Internet Service is traveling and other alternative points available. Please note: these two circuits will be providing internet service to two different populations simultaneously.

C. Vendor must be capable of announcing District's IP range.

D. Circuit handoff equipment (CPE) must support 1000BASE-T (1Gb copper Ethernet) or 10GBASE-SR.

E. Circuit handoff equipment (CPE) must be rack mountable (preferably a 1U device) with redundant power supplies.

F. All cable to support the services installed within buildings must be plenum rated and installed to code. This includes supporting the cable in the ceiling with J-hooks or other required supports.

G. Vendor must identify all subcontractors and any partners used to deliver services in their proposal. This includes leased fiber, fiber maintenance, fiber installation, site surveys, etc. District may disqualify a Vendor if they do not identify all subcontractors/partners in proposals.

H. The Vendor must supply dedicated circuits to both Freedom High School and Nitschmann Middle School solely used for the Internet services. The handoff cannot be shared with a handoff used to provide WAN services.

2. Support Metrics & Network Performance

Vendors shall describe their problem resolution procedures.

A. The vendor shall provide a means for reporting trouble, escalation procedures, and hours of operation.

B. The vendor shall maintain a permanent staff capable of fully maintaining the Internet service with emergency service in the local area.

C. The vendor shall provide maximum response times for critical and non-critical situations occurring during regular business hours, evenings, nights, weekends, and holidays.

D. The vendor shall provide one (1)-week advanced notification of all planned outages that affect District services

E. The vendor shall provide a copy of the Vendor's support escalation procedures including contact information and job titles

F. The vendor shall include a description of their company's telecommunications experience in working with school districts.

G. The vendor shall include a list of three references from current Pennsylvania school district clients.

3. Billing Support

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

B. Discounted billing (SPI invoicing) is required by the District. Proposers must confirm their willingness to provide discounted billing.

4. Pricing Format

A. Proposal must be inclusive of all taxes, fees and surcharges, including any fees, taxes or surcharges, paper statement fees, special taxes, PA gross receipts tax, Universal Service Fees, Universal Service Administrative Fees, regulatory recovery fees, property taxes, etc. Proposals must include all costs that the District will be invoiced for.

B. The District will not pay any such fees or charges over the course of the agreement that are in addition to the single postal-rate price provided in the contract. This is done for budgeting purposes, but also so an apples-to-apples comparison can be done of Vendor proposals. Any proposal that does not meet this requirement will have points deducted in the bid evaluation and will be required to submit a revised proposal with this information included.

C. Vendor must propose pricing that does not include any up-front, non-recurring charges (NRC). All charges must be rolled into the monthly recurring charges (MRC).

5. Timeline for Installation of Services & Delivery Service Level Agreement (DSLA)

A. Installation of service may begin as early as January 1, 2023 so that service is fully operational by July 1, 2023. Installation shall not begin, however, until after a contract between the parties has been executed.

B. Vendor shall provide a project manager to assist with conversion of services and must identify that individual in their proposal. There may be a need for some of the installation to occur after hours. The rate for after-hours installation shall be the same as the installation costs during business hours.

C. The latest service acceptance date of July 1, 2023 is non-negotiable. Services must be operational by this date.

D. Services which are not completed and accepted by the District as of July 1, 2023 will be considered late and result in the invocation of a Delivery Service Level Agreement (DSLA). The specific terms of the DSLA will be negotiated between the District and Vendor. At a minimum, the DSLA will provide the District with bill credits equal to 5/30th of the MRC per day that the service is not operational.

E. Weekly status meetings must be held between the Project Manager and District for the duration of the project.

6. Contract Term

The District requests proposals for the following initial contract terms: 1-year, 2-years and 3-years. Each of these terms should include two (2) one-year optional extensions. The District does NOT permit the use of any “auto-renewing” language or contract terms.

All contracts must allow for bandwidth increases throughout the term of the contract; increases in bandwidth during the contract period and/or optional extension periods shall be considered modifications to the existing agreement, not new agreements and thus do not extend the term of the contract.

BETHLEHEM AREA SCHOOL DISTRICT

BID SUBMISSION FORM

COMPLETE AND SUBMIT WITH BID

Bethlehem Area School District
Education Center
1516 Sycamore Street
Bethlehem, Pennsylvania 18017

We, the undersigned, herewith propose and agree to furnish the Bethlehem Area School District (District) any one or all of the items that we have priced, at the prices recorded on the attached Invitation to Bid Price Forms.

This proposal is subject to all the terms of the conditions, specifications and other documents incorporated herein, and we hereby agree to acknowledge purchase orders executed by the District, and to furnish such item or items as may be awarded to us.

We understand that the District reserves the right to reject any or all bids not deemed satisfactory or to select one or more items from bids recommended by the District.

The undersigned Bidder certifies to having read the "Advertisement", "Invitation to Bid", "Bid Proposal", "General Conditions", "Specifications", and "Bulletin(s)", if any, all of which with such purchase orders as shall be executed by the District, constitute the contract documents, and offers to furnish the supplies as specified the District in exact accordance with these specifications and conditions at the unit prices stated on the attached forms.

We have filled in the appropriate blank.

INDIVIDUAL ____(SEAL)
Name of Individual trading as (Trade Name)

PARTNERSHIP ____(SEAL)
Name of Partnership trading as (Name of Partnership)

CORPORATION ____(SEAL)
Name of Corporation

Mailing Address ____

Telephone Number ____

Email Address ____

Signature ____

Type Name of Above ____

Title of Responsible Officer ____

Date ____

Bidder's Name __________________________________

Address_______________________________________

____

BETHLEHEM AREA SCHOOL DISTRICT

BID PROPOSAL FORM (DARK FIBER SOLUTION)

This bid is submitted to the Bethlehem Area School District in accordance with your advertisement and specifications for Dark Fiber Wide-Area Network Services and associated Maintenance/ Operations.

MONTHLY RECURRING COST ONLY

Dark Fiber WAN		Hub Site Unit Cost/ Month	Non-hub Site Unit Cost/ Month	Maintenance/ Operations MRC
Monthly Recurring Cost	5 YEAR CONTRACT with two (2) one-year optional extensions			
	7 YEAR CONTRACT with two (2) one-year optional extensions			
	10 YEAR CONTRACT with two (2) one-year optional extensions			
	Other MRC			

* Specify the product or service incurring "Other" charges here:			
	Description	Cost/Fee	Additional Notes

Additional Comments/Notes:

ALTERNATE PRICING

Dark Fiber WAN		Hub Site Unit Cost/ Month	Non-hub Site Unit Cost/ Month	Maintenance/ Operations MRC
Alternate Pricing	5 YEAR CONTRACT with two (2) one-year optional extensions			
	7 YEAR CONTRACT with two (2) one-year optional extensions			
	10 YEAR CONTRACT with two (2) one-year optional extensions			
	Other MRC			
	Non-Recurring Cost			
	Special Construction			

* Specify the product or service incurring "Other" charges here:			
	Description	Cost/Fee	Additional Notes

Additional Comments/Notes:

Please indicate whether your company will accept credit cards as a form of payment.

_______ Yes _______ No

The following indicates any discrepancies between this bid and the school district's general specifications such as shipping terms, minimum amount of orders, substitution of item(s), etc. Attach additional pages if needed.

____
____
____
____
____
____

The undersigned hereby acknowledges receipt of the following bulletins and has prepared this bid accordingly:

Bulletin #__________ Dated _________
Bulletin #__________ Dated _________

Person(s) to be contacted should clarification of any part of your bid be necessary:

________________________	______________________	______________________
Name (Please type or print)	Telephone	Fax #

BETHLEHEM AREA SCHOOL DISTRICT

BID PROPOSAL FORM (LIT FIBER WAN)

This bid is submitted to the Bethlehem Area School District in accordance with your advertisement and specifications for Lit Fiber Wide-Area Network Services.

MONTHLY RECURRING COST ONLY

Lit Fiber WAN		10Gbps (Monthly cost/circuit)	11Gbps (Monthly cost/circuit)	12Gbps (Monthly cost/circuit)	13Gbps (Monthly cost/circuit)	14Gbps (Monthly cost/circuit)	15Gbps (Monthly cost/circuit)	16Gbps (Monthly cost/circuit)	17Gbps (Monthly cost/circuit)	18Gbps (Monthly cost/circuit)	19Gbps (Monthly cost/circuit)	20Gbps (Monthly cost/circuit)	30Gbps (Monthly cost/circuit)	40Gbps (Monthly cost/circuit)
Monthly Recurring Cost	5 YEAR CONTRACT with two (2) one-year optional extensions													
	7 YEAR CONTRACT with two (2) one-year optional extensions													
	10 YEAR CONTRACT with two (2) one-year optional extensions													
	Other MRC													

* Specify the product or service incurring "Other" charges here:			
	Description	Cost/Fee	Additional Notes

Additional Comments/Notes:

ALTERNATE PRICING

Lit Fiber WAN		10Gbps (Monthly cost/circuit)	11Gbps (Monthly cost/circuit)	12Gbps (Monthly cost/circuit)	13Gbps (Monthly cost/circuit)	14Gbps (Monthly cost/circuit)	15Gbps (Monthly cost/circuit)	16Gbps (Monthly cost/circuit)	17Gbps (Monthly cost/circuit)	18Gbps (Monthly cost/circuit)	19Gbps (Monthly cost/circuit)	20Gbps (Monthly cost/circuit)	30Gbps (Monthly cost/circuit)	40Gbps (Monthly cost/circuit)
Alternate Pricing	5 YEAR CONTRACT with two (2) one-year optional extensions													
	7 YEAR CONTRACT with two (2) one-year optional extensions													
	10 YEAR CONTRACT with two (2) one-year optional extensions													
	Other MRC													
	Non-Recurring Cost													
	Special Construction													

* Specify the product or service incurring "Other" charges here:			
	Description	Cost/Fee	Additional Notes

Additional Comments/Notes:

Please indicate whether your company will accept credit cards as a form of payment.

_______ Yes _______ No

The following indicates any discrepancies between this bid and the school district's general specifications such as shipping terms, minimum amount of orders, substitution of item(s), etc. Attach additional pages if needed.

____

____

____

____

____

____

BETHLEHEM AREA SCHOOL DISTRICT

The undersigned hereby acknowledges receipt of the following bulletins and has prepared this bid accordingly:

Bulletin #__________ Dated _________
Bulletin #__________ Dated _________

Person(s) to be contacted should clarification of any part of your bid be necessary:

_______________________	_______________________	_______________________
Name (Please type or print)	Telephone	Fax #

BID PROPOSAL FORM (INTERNET ACCESS)

This bid is submitted to the Bethlehem Area School District in accordance with your advertisement and specifications for Internet Access Services.

Internet Access		10Gbps (Monthly cost/circuit)	11Gbps (Monthly cost/circuit)	12Gbps (Monthly cost/circuit)	13Gbps (Monthly cost/circuit)	14Gbps (Monthly cost/circuit)	15Gbps (Monthly cost/circuit)	16Gbps (Monthly cost/circuit)	17Gbps (Monthly cost/circuit)	18Gbps (Monthly cost/circuit)	19Gbps (Monthly cost/circuit)	20Gbps (Monthly cost/circuit)	30Gbps (Monthly cost/circuit)	40Gbps (Monthly cost/circuit)	50Gbps (Monthly cost/circuit)
Monthly Recurring Cost	1 YEAR CONTRACT with two (2) one-year optional extensions														
	2 YEAR CONTRACT with two (2) one-year optional extensions														
	3 YEAR CONTRACT with two (2) one-year optional extensions														
	Other MRC (Static IP, Surcharges, Etc.)*														

*** Specify the product or service incurring "Other" charges here:**

Description	Cost/Fee	Additional Notes

Additional Comments/Notes:

Please indicate whether your company will accept credit cards as a form of payment.

_______ Yes _______ No

The following indicates any discrepancies between this bid and the school district's general specifications such as shipping terms, minimum amount of orders, substitution of item(s), etc. Attach additional pages if needed.

____
____
____
____
____
____

The undersigned hereby acknowledges receipt of the following bulletins and has prepared this bid accordingly:

Bulletin #__________ Dated _________
Bulletin #__________ Dated _________

Person(s) to be contacted should clarification of any part of your bid be necessary:

________________________ ________________________ ________________________
Name (Please type or print) Telephone Fax #

ANTI-DISCRIMINATION CLAUSE
(Section 755, Pennsylvania School Code)

1. In accordance with the provisions of the Pennsylvania School Code, the Contractor agrees:

    a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason or race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;

    b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;

    c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,

    d. That this contract may be cancelled or terminated by the Bethlehem Area School District and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

____
Initial

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid Rigging Act, 73 P.S.. §§ 1611 et seq., governmental agencies may require Non-Collusion affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.

5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. ***Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.***

BETHLEHEM AREA SCHOOL DISTRICT

NON-COLLUSION AFFIDAVIT

Contract/Bid No. __________________

State of _______________________

County of _______________________

I state that I am _________________________________ of___________________________________
(Title) (Name of firm)
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation communication, or agreement with any other contractor, bidder, or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit an intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. ____, its affiliates, subsidiaries, officers,
(Name of Firm)
directors and employees are not currently under investigation by any governmental agency and have not in the last three 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:

I state that ____ understands and acknowledges that the
(Name of Firm)
above representations are material and important, and will be relied on by the **Bethlehem Area School District** when recommending for award the items for which this bid is submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **Bethlehem Area School District** of the true facts relating to the submission of bids for this contract.

____
Print Name of Authorized Person & Company Position

____
Signature of Authorized Person

Sworn to and subscribed before
me this ___________ day of ____________________, 20__.

____
Notary Public

My commission expires ____________________

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the items are completed and/or enclosed with your bid proposal packet.

Verified	Description of Submittal	Ref. Page No.
☐	**Completed and signed Bid Submission Form**	14
☐	Bid Proposal Forms (Also available in Excel sheet attached. Please print to pdf and include in submission.)	15-19
☐	Anti-Discrimination Clause	20
☐	Non-Collusion Affidavit	22
	Completed Request for Taxpayer Identification Number and Certification Form W-9 (New Vendors Doing Business With The School District For The First Time, OR If Your Company Has Had A Change of Address, Name, Etc.)	