

General Instructions to Bidders

Union School District (USD) will accept sealed bids for the purchase of the WAN/Internet services

All vendors will be subject to the following terms:

Union School District will accept bids until 2:00 p.m., January 5, 2024. Bids (containing two printed copies and a complete electronic copy on flash drive or CD in Microsoft office or pdf format), signed, sealed and labeled as "WAN/Internet", must be completed on the enclosed forms and returned to:

Bryan Eaton, Director of Technology
Union School District
354 Baker St., Suite 2
Rimersburg, PA 16248

Bids arriving after 2:00 pm on January 5, 2024 will not be considered.

Dates

November 22, 2023*	E-Rate Form 470 posted, RFP available to interested respondents
January 5, 2024	RFP bid proposals due by 2:00 p.m. EDT
January 18, 2024	Anticipated RFP award date
February 2, 2024**	Final contract approval
February 16, 2024**	Expected contract signing
July 1, 2024	Services delivery start date

*All bids must be typed or handwritten in ink and signed by an appropriate officer of the bidding company, including the FORM OF PROPOSAL provided by the Union School District (page 13 of this document). No other form will be accepted. Unsigned bids will NOT be considered.

USD is not responsible for any expenses incurred in completing this bid.

Bids are due at Union School District, 354 Baker Street, Suite 2, Rimersburg, PA 16248 on or before 2:00 p.m., January 5, 2024 and shall be submitted in sealed opaque envelopes or packages. The envelope shall carry the BID IDENTIFICATION, "SEALED BID FOR WAN/INTERNET, DO NOT OPEN." Bids will be opened at 2:00 p.m. January 5, 2024, at Union School District, 354 Baker Street, Suite 2, Rimersburg, PA 16248. The envelopes/packages should contain two copies of the proposal and an electronic version on flash drive or CD in Microsoft office or pdf format.

Vendors deemed to be in non-conformance of the bid specifications or conditions may be disqualified from bidding. Grounds for disqualification include but are not limited to the following:

1. Failure to provide specified products/services.
2. Failure to meet reasonable delivery requirements.
3. Failure to adhere to general bid conditions/specifications.
4. Submission of bid prices higher than state contract bid prices (all things being equal). If the vendor is a state contract awardee for identical products and services specified.

USD reserves the right to reject any or all bids, or any portion thereof not deemed satisfactory, or to select single items from the bid.

The WAN/Internet being bid is for an end-to-end solution. This means that the solution must include, at minimum: Planning, Design, Materials, Equipment, Services, Configuration, Routing, Coordination, Installation, Warranties, Permits, Licenses, Pole Rental, Pole Builds, and/or Rights of Way as needed. Vendors must specify any requirements they have for the WAN nodes such as power, cabling, equipment, space, etc.

This WAN is to be a leased solution with USD owning none of the equipment, communication lines or communication facilities. **GENERAL REQUIREMENTS AND CONDITIONS**

1. Failure to bid each OPTION will not eliminate the bidder from further consideration. Failure to answer all pertinent questions under GENERAL SPECIFICATIONS and TECHNICAL SPECIFICATIONS may eliminate the prospective bidder from the bid process.
2. Any deviation from the specified bid items must be accompanied by complete explanation and written documentation.
3. All equipment and features bid must be newly manufactured and warranted as new equipment. No previously installed or reconditioned equipment will be considered.
4. All equipment must be announced and available for general sale by the manufacturer on or before the bid opening date. Product descriptions or other documentation listing features and capabilities are required for each bid item. This documentation must accompany the bid.
5. The selected vendor will be required to assume responsibility for inside delivery to the entity where the equipment will be installed.
6. Vendors must provide three (3) current customer references who are using the proposed WAN/Internet installed and monitored by them. References must include company name, address, contact person and a daytime telephone number.

7. List any other companies that you will be working with to provide these services.
8. All deliveries and interior installations shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday. No weekend or holidays are acceptable without prior approval. Summer hours may be different from normal hours. Please contact each school entity prior to arrival.
9. All products shall be subject to inspection and approval by Union School District personnel. If any of the products are rejected as unsuitable or not in conformity with the Technology Specifications, they shall be returned and replaced with suitable products at the expense of the supplier.
10. USD retains the right to reject any or all bids and to waive any formalities or minor irregularities in connection with the bid. This evaluation process is specified in the Technology Evaluation section.
11. Included with the bid sheet is a NON-COLLUSION AFFIDAVIT, Pennsylvania Anti-Bid Rigging Act - 10/28/83. Please complete and return with the bid form.
12. No bidder may set a sooner expiration date on a bid item other than stipulated herein.
13. Safety Data Sheets, as required by the U.S. Department of Labor, Occupational Safety and Health Administrator, shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with each individual shipment of goods.
14. If the successful bidder neglects or refuses to furnish and deliver within the guidelines set forth, USD may cancel the contract.
15. The bidder agrees that if the bid is awarded to them, they will not assign, transfer, or sublet it, unless specific permission to do so is requested in writing by the bidder, and granted in writing by USD.
16. Bid prices must remain at or less than the original bid for the period of the contract. Reduction in prices must remain consistent with general industry and area standards (lowest corresponding price).
17. All equipment that is bid must specify name, model number, type, and original manufacturer, if applicable. A copy of technical manuals, product descriptions, and/or descriptive advertisements must accompany each line item on the BID FORM.
18. The bidding company must have been in business for at least 5 continuous years; please detail.

19. Detail any current or past investigations of the company or the principal officers in the company by state or federal agencies or law enforcement agencies.
20. Shipping and installation is at the expense of the bidding company.
21. The issuance of contracts under this RFP is contingent upon receipt of E-Rate funding. Union School District; BEN - 125520; Form 470 #240005827.
22. This WAN/Internet is eligible for E-Rate and will be applying for E-Rate on all services and items.
 - a. The provider must show that it is an E-Rate eligible provider. They must be in green light status with SLD.
 - b. The bidding company must accept payment based on the FCC E-Rate program and its rules and conditions.
 - i. USD requests the provider to submit invoices with the E-Rate discount portion applied, leaving the discounted portion the amount due. If the Funding Commitment Decision Letter (FCDL) is delayed, USD will owe only the discounted portion.
 - c. All services and equipment in this bid are considered to be E-Rate "category one."
 - d. The winning company must provide timely data to help support any E-Rate application submitted by the district covered under this RFP.
 - e. All bids and bidders in this response must be E-Rate compliant and remain compliant. The E-Rate SPIN (A Service Provider Identification Number is the unique number assigned by USAC) for all billing must be provided.
 - f. The company must be an Eligible Telecommunications Provider and must have this status as of the date of their RFP submission.
 - g. The winning company must comply with E-Rate rules related to Lowest Corresponding Price. Providers of eligible services shall not charge entities contained in this RFP a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.
23. The vendor must possess ACT 34, ACT 114 and ACT 151 clearances for both themselves and any subcontractors. The vendor must provide these clearances to Union School District prior to beginning work onsite at school entities. Access to each school entity will be determined by local policies and guidelines.

GENERAL SPECIFICATIONS

1. Information being requested on this RFP is eligible for E-Rate and the bidding company must accept payment based on the FCC E-Rate and its rules and conditions.
2. USD is seeking Internet connecting to Union high school.
3. USD will be choosing between any of the options listed. Equipment must support any and all of the options.
 - Commodity Internet services, including transport and port
4. The WAN proposal should be based on a minimum contract term of three years with renewal options.
5. The entities in this RFP are exempt from PA taxes except if otherwise noted. They are not exempt from SLD or FCC taxes and fees. The bid pricing should reflect this.
6. In offering pricing for services, bidders must comply with E-Rate rules related to Lowest Corresponding Price. Providers of eligible services shall not charge entities contained in this RFP a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

TECHNOLOGY EVALUATION

Union School District will perform the evaluation of proposals. The process will follow the schedule outlined at the beginning of the RFP. Vendors with complete proposals will be notified by letter if an award has been made. If more time is needed, each vendor will be notified via email by Union School District.

During this time, Union School District may, at its option, initiate discussions with vendors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the vendors.

1. Award Price Agreements

After review of the proposals, Union School District will award a bid to the most advantageous vendor. The vendor proposals that are deemed most advantageous, taking into consideration the evaluation factors set forth in this document, will be selected for award.

2. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors. These factors will be used in the evaluation of the individual vendor proposals.

Category
Corporate Overview
WAN flexibility
Rollout Plan
Price of E-rate Eligible Services

EVALUATION FACTORS

Consideration will be given on the basis of the following evaluation factors:

1. Corporate Overview

The vendor's response will be evaluated and consideration given based upon the following criteria:

- a. **Personnel** - Consideration will be given based upon an assessment of the adequacy of the vendor's personnel including resellers/subcontractors to support the WAN.
- b. **Vendor Organization** - Consideration will be given based upon an assessment of the adequacy of the vendor's proposed organization to implement and support Union School District.
- c. **Complaint Resolution** - Consideration will be given based upon an assessment of the adequacy of the problem escalation procedures.
- d. **Account Representative team list** - Please layout your account team including main point of contact, alternative contacts, tech support. Vendors should submit a resume for the primary account representative that will be assigned to Union School District. Consideration will be given based upon an evaluation of the knowledge and experience of this individual.
- f. **References** - Consideration will be given based upon the content of the letters of reference, and optionally, to a series of questions that may be asked of the references concerning the quality of the vendor's products and services, the delivery of products and services, responsiveness to problems and complaints, and the level of satisfaction with the vendor's overall performance.

2. **WAN Flexibility**

Consideration will be given as follows:

- a. **Equipment** - Consideration will be given based upon the quality of the proposed product line, including the configuration flexibility and range of performance of the primary units.
- b. **Design** - Consideration will be given based upon the design of the overall WAN. Preference will be given to vendors who own the majority or all of the fiber themselves.
- c. **Flexibility** - Consideration will be given based upon the judged flexibility of the design and the vendor (and their subcontractors).

3. **Rollout Plan**

Consideration will be given based upon the content of the Rollout Plan and cutover to the vendor. This may include dates and ease of any changes proposed.

4. Price of E-Rate Eligible Services

Maximum consideration will be given to vendors who can service the entire Union School District footprint at the lowest corresponding price. The evaluation of pricing will be adjusted for bids not servicing the entire Union School District footprint.

In accordance with E-Rate requirements, pricing will be the most heavily weighted category.

EVALUATION PROCESS

1. All vendor proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. USD may contact the vendor for clarification of the response.
3. USD may use other sources of information to perform the evaluation.
4. USD may require the vendors to submit additional and/or supporting materials.
5. All proposals will be evaluated on the factors in the Technology Evaluation section with additional consideration given for oral presentations and demonstration if requested. The responsible vendor(s) whose proposals are most advantageous to Union School District, taking into consideration the evaluation factors, will be recommended for award to the Board of Directors of the Union School District. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

TECHNOLOGY SPECIFICATIONS

General

- Software/firmware necessary to properly make the routers/switches work must be included.
- All configurations and installation must be included.
- The routers/switches must be capable of and configured for TCP/IP: IPv6, IPv4 and multicasting.
- The routers/switches must be fully SNMP-compliant.
- Installation must be done by the winning bidder.
- The hand-off media type will be ethernet CAT6.

Minimum Configurations and Options

Point-to-Point Transmission Service to connect to the internet. Currently USD has a 1 Gbps fiber circuit with 1 Gbps of Internet.

Base Configuration

There will be one 1 Gbps connection to the high school. Internet services should be no less than 1 Gbps. The base configuration should be based on a 36 Month contract with the option of a 60 Month contract. Provide a block of 32 IPv4 addresses.

No wireless connections will be accepted.

Alternate configuration - Vendors choice, the vendor is open to submit an alternate proposal which may fit our needs.

SLA

A highly-reliable and highly-available network is required. This network should be designed, as far as possible, to be highly available without a single point of failure. The network must be designed and configured to fully support high-performance, bandwidth-intensive applications and time-sensitive traffic such as voice, video, multi-cast, Internet traffic.

Network availability of at least 99.999 percent is required; this translates to 0.0876 hours of downtime a year or less. The final SLA shall include and provide for penalties and/or credits for any downtime more than 0.0072 hours per month, except for scheduled outages and scheduled maintenance on the network. Providers will be evaluated on the quality of their SLA for the various components of service.

The network should support QoS, security and routing mechanisms. End-to-end QoS mechanisms shall be supported and included in the final SLA.

Packet loss on the network shall be less than 1% and shall also be maintained and included in the SLA.

Throughput is to be 95% of rated bandwidth transmission for both TCP and UDP traffic.

Round trip latency will not exceed 25 milliseconds on a per-circuit daily basis. For WAN latency, the provider shall be measured circuit-by-circuit from one

End-to-end jitter will be less than 2 milliseconds on a per-circuit, daily basis.

The vendor shall provide a performance service level agreement (SLA) on all services proposed as part of the WAN solution. The SLA will apply collectively and individually to all eligible locations being provided services under this agreement and to all services.

Vendors should submit their standard SLA with the bid response and clearly delineate how the vendor will meet the stated minimum performance SLA requirements. Vendors are encouraged to propose higher levels of performance in their performance SLAs.

Delivery Service Level Agreement (DSLA) Example

The vendor must guarantee service delivery using a delivery SLA similar or superior to the example given below. The service delivery SLA information requested is defined in terms of the project deliverable milestones contained in the project schedule submitted as part of the service provider's proposal submission to this RFP. SLA wording appropriate to the specific service shall be based on the following example and must include appropriate levels of penalties:

Provider shall provide a schedule that outlines each Party's responsibilities to meet service deliverables. Service(s) as listed will be available and operational to every Site on or before (July 1, 2024) and Service Provider agrees that failure to have the Service available and operational to any Site on or before (July 1, 2024) will involve the Site incurring additional cost(s) and expense(s). Provider shall agree to specific contract language that imposes a Delivery Service Level Agreement (DSLA) penalty due from the Provider for failing to deliver service to the Site(s) on the specific date(s) identified in the submitted and approved project schedule for each site as submitted by the Service Provider in accordance with its bid submission and superseded by the project schedule as defined in the contract between the Provider and Union School District, if applicable. The DSLA penalty shall be in the form of service credit(s) on the Service Provider's monthly billing to the School Entity Customer. The total credit due shall be equal to the sum of 1/30th of the Provider's monthly service charge per day per Site for (July 1, 2024) plus 1/30th of the Service Provider's monthly service charge per day per Site for each day thereafter that the Service is not available and operational to a Site. For each site where service delivery is delayed beyond 30 days, each site credit due will be multiplied by the number of 30 day periods outstanding from the initial delivery date for that site (e.g., 31 – 60 days late incurs a multiplier of 2; 61 – 90 days late incurs a multiplier of 3, etc.). Should Union School District cause a delay that directly hinders the Service Provider from providing Service on or before (July 1, 2024), Union School District acknowledges the delay may cause harm to the Service Provider, and Customer agrees that the Service Provider will not be held liable for penalties incurred due to failure to provide Service.

FAILURE of CONNECTIONS

Please provide information outlining the procedures that will be followed if a node should fail.

Please explain the turn-around time for repairs and how they would be accomplished (contracted staff, own staff, where dispatched from).

PRICING

All pricing should include all options.

WAN services, including transport with options for layer 3 (vlan) as well as options for:

- WAN with full hardware and software maintenance including configuration of the router's software
- WAN with full hardware maintenance only
- WAN with full hardware maintenance and joint configuration of the router software
- Routing services, leased equipment, equipment configuration and maintenance.
- All additional taxes, fees and/or surcharges
- Breakout NRC and MRC pricing

Project Plan

A detailed project plan is to be submitted with the proposal response identifying milestones and work break down leading up to and including a July 1, 2024 go-live target date. The project plan should contain sufficient milestones for measuring interim progress. The plan should identify potential delay(s) and outline contingency plans for Union School District. Contingency plans should be detailed enough to put the overall project back on schedule. While the circuits will be live for testing purposes prior to the July 1, 2024 go-live target date, in any event no billing should begin before July 1, 2024.

The intent is to deliver services on the July 1, 2024 "target" date. Any sites not live by the target date must have a "go live" date on the first business day of the month (no partial month billings). The vendor must submit a schedule detailing when each WAN node will be connected and "network operational ready" on the proposed WAN.

Project Status Meetings

There are to be regularly scheduled project status meetings between the vendor's project manager and Union School District. At a minimum, these project status meetings are to occur on the date(s) associated and identified with each of the key milestones in the submitted project plan; the vendor may propose more frequent meetings, such as weekly or monthly. At each project status meeting, the vendor's project manager is to give a detailed verbal report with a summary written report of the current status of all project milestones and identification to Union School District of any problems or potential problems that might delay overall project completion on schedule.

Testing and Acceptance

Provide the testing and acceptance criteria and detail the plan for signoff.

Information to be included on the Bid Pricing Submission Form

Node Name – Name of the node serviced by the circuit

MRC Circuit – Monthly recurring charges for the circuit including all applicable fees

Bandwidth – The amount of bandwidth that this circuit can sustain

Circuit Type – If a circuit is Fiber, Licensed Wireless, etc..

Information to be included on the Subcontractor Form

Company name of subcontractor

Address of subcontractor

Contact name for the subcontractor

Contact phone number for the subcontractor

Years in business

Describe which services or links provided by each subcontractor.

FORM OF PROPOSAL

Gentlemen:

We, the undersigned, here within propose and agree to furnish to the participants any or all of the items or services that we have priced, at the net prices set opposite each item of the attached sheets.

This proposal is subject to all the terms of the Contract Documents which include the Advertisement for Bids, Instructions to Bidders, Conditions of the Bid, Special Conditions, if any, the Specifications for the Articles, Supplies, Equipment and Materials or a description of the Services Desired, and we hereby agree to enter into a written contract to furnish such security as these specifications require.

We understand that Union School District reserves the right to reject any or all bids or any portion thereof not deemed satisfactory, or to select single items from the bid.

Two copies of this form were furnished to us; one we retained for our files and the other was returned to you containing our bid.

The undersigned bidder certifies to having read the Advertisement for Bids, Conditions of Bid or Proposal, Instructions to Bidders, and Specifications, and offers to furnish article(s) and/or services as specified to Regional Telecommunication Consortium in exact accordance with these specifications and conditions at the prices stated on the attached forms.

If the Bidder is an Individual

SIGN _____ (SEAL)

COMPANY NAME _____

If Bidder is a Corporation,

Fill in Corporate Name,

Sign and Affix Seal: NAME _____

BY: _____

President or Vice-President

ATTEST: _____ (SEAL)

Secretary or Assistant Secretary

State of _____ : Contract/Bid No. _____
:S.S.

I state that I am _____ of _____ and that I
[Title] [Name of my firm]
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.

(5) _____, its affiliates, subsidiaries, officers, directors
[Name of my firm]
and employees are not currently under investigation by any governmental agency and
have not in the last four 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 above
[Name of my firm]
Representations are material and important, and will be relied on by Midwestern
Intermediate Unit IV in awarding the contract(s) 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 Midwestern Intermediate Unit IV of the
true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
of _____, _____

[Name and Company Position]

My Commission Expires

Appendix A

Install Location	Street Address	City, State, Zip	Telephone	Line Size
Union High School	354 Baker St.	Rimersburg, PA 16248	814-473-2121	1Gbps