Sealed bids for the services listed herein (this document serves as the official bid response contract) will be received at the AGORA CYBER CHARTER SCHOOL (ACCS) Administration Office, located at 590 NORTH GULPH ROAD, KING OF PRUSSIA, PA 19406 ATTN: MR. MICHAEL RUBLESKY until 12:00 P.M., FEBRUARY 2, 2018. Bidders are responsible for checking the website www.intelafunds.net for any potential addendums and/or change of dates.

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 ACCS 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 documents along with the original bid documents.

2. All bid responses shall be returned in sealed envelopes and addressed to ACCS at the address stated above. **Please show the bid number (BID#: YR210001-ACCS) on the outside of the envelope.**

3. Additionally, a soft copy of the Respondent’s documents (signed submitted proposal in .word or .pdf and corresponding excel spreadsheet in excel format only!) MUST be attached and emailed with a subject line of “ACCS BIDYR210001-ACCS” to e-rateyr21bidresponse@intelafunds.net. 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 U.S. mail and/or carrier service with tracking** prior to 12:00 P.M. on the date stated above. Hand delivering the Bid documents without tracking to a ACCS employee, even if a signature is obtained, is **not** sufficient to meet the requirements of this Bid Condition. ACCS 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 making the bid response. Absence of original signature of person duly authorized to sign for the Company submitting this bid response will automatically leave this bid response null and void.

6. 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.

7. Not more than one alternate service may be quoted on any single item of the bid. Description and pricing for any such alternate/hybrid/migration solutions must be typed in on the back side of this document and be accompanied with a valid signature from the submitting vendor.

8. The school 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. The decision of said group shall be final, conclusive, and without challenge.

9. **ACCS reserves the right to reject any or all bid responses, and to accept or reject any item or group of items, for which a bid has been submitted. Bid Proposals received after the date and time set for the Bid opening shall be considered non-responsive and returned unopened to the Bidder.**

10. The school will award all items in-whole or in-part as a bundle to a single service provider.

The undersigned, as authorized representatives 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, where we hereby agree to provide such item/s as awarded to us. This bid is only valid when completed with an original signature of a properly authorized representative of the submitting company.

---

**Company Name:**

**Signature:**

**Printed Name:**

**Phone Number:**

**E-mail:**
11. Upon identification of the selected bid for identified services and installations (if warranted) the successful bidder will be notified in writing. It should be noted that all bid responses will commit the respondent to hold submitted quoted pricing for the entire term(s) as outlined in this bid. Once notified of funding ACCS will/may commence with deploying said services.

11. Bid Proposals received after the date and time set for the Bid opening shall be considered non-responsive and returned unopened to the Bidder.

12. Local, State and Federal Compliance Requirements:
   Successful 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.

13. 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 general and professional liability insurance certificates upon request
   - Service Provider does not offer program discount billing
   - Service provider must be registered 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 sign all pages as required
   - Spam, generic and telecom broker inquiries will not be considered
   - 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 bid document and the corresponding excel response sheet

14. The respondent affirms the following:
   - No employees of the respondent are employed by the school
   - The respondent will not provide the school any gifts in relation to this agreement
   - The respondent is registered to conduct business in PA

RESPONDENT CONTACT INFORMATION (IF DIFFERENT THAN SIGNATURE PERSON)

Name: _________________________________________ Title: ________________________

Phone: _________________________________________

Email: _________________________________________

The undersigned, as authorized representatives 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, where we hereby agree to provide such item/s as awarded to us. This bid is only valid when completed with an original signature of a properly authorized representative of the submitting company.

Company Name: _________________________________________

Signature: _________________________________________

Printed Name: _________________________________________

Phone Number: ________________________ E-mail: ________________________
BID SPECIFICATIONS
FOR
HIGH-SPEED INTERNET ACCESS

AGORA CYBER CHARTER SCHOOL IS SEEKING A MULTI-YEAR CONTRACT FOR INTERNET ACCESS SERVICE AND DELIVERY OF SAID SERVICE TO A SINGLE IDENTIFIED SITE. THE SERVICE CONTRACT WILL EXTEND FROM A PERIOD RANGING FROM JULY 1, 2018 THROUGH JUNE 30, 2020 OR JULY 1, 2018 THROUGH JUNE 30, 2021. ACCS RESERVES THE RIGHT TO EXTEND THE CONTRACT VIA VOLUNTARY EXTENSIONS ON A MTM AND/OR ANNUAL BASIS IF SO NEEDED OR REDUCE, CANCEL AND/OR IMPLEMENT SERVICES AT ANY TIME WITHOUT PENALTY. THE SERVICE WILL/MAY COMMENCE SOMETIME ON OR AFTER JULY 1, 2018 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 ON THAT LETTER. UPON CONTRACT EXPIRATION, AUTO-RENEWAL OF THE TERM OF THIS CONTRACT IS PROHIBITED. NOTE: FOR RFP SCORING THAT COST WILL BE THE HEAVIEST WEIGHTED FACTOR.

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

ERATESUPPORT2018@INTELAFUNDS.NET

NOTE: PLEASE REFERENCE “ACCS” – BID# YR210001- ACCS” WITHIN THE SUBJECT AREA OF YOUR E-MAIL.

IT SHOULD BE NOTED THAT ORIGINAL SIGNATURES ARE REQUIRED AT THE BOTTOM OF EACH PAGE IN THIS BID WHEN THE APPROPRIATE SIGNATURE LINES ARE PROVIDED. FAILURE TO PROVIDE THESE SIGNATURES AS INSTRUCTED WILL VOID THE ENTIRE BID RESPONSE FOR THAT PARTICULAR RESPONDENT.

FOR ANY ADDITIONAL POSTED INFORMATION/CLARIFICATIONS AND/OR ANY UPDATES PLEASE PERIODICALLY REVIEW WWW.INTELAFUNDS.NET

The undersigned, as authorized representatives 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, where we hereby agree to provide such item/s as awarded to us. This bid is only valid when completed with an original signature of a properly authorized representative of the submitting company.

Company Name:__________________________________________________________

Signature:________________________________________________________________

Printed Name:______________________________________________________________

Phone Number:_____________________  E-mail:_________________________________
### ITEM/SERVICE DESCRIPTION

1. **HIGH-SPEED INTERNET ACCESS/SERVICE:** Requesting pricing for unbundled, dedicated fiber access ("unbundled" defined as available individually and are not a part of a package of services) to the internet to be located at the identified location at the bandwidth connection speeds and length of time specified below. Additionally, the provider will make available whatever number of global IP addresses required for the school’s needs. Initial request is for 12 (12) global IP addresses to be routed back to the ACCS network. Handoff to customer must be RJ45 Ethernet and at the designated termination/hand-off location identified by the school within the building. Pricing should adhere to E-Rate “Lowest Corresponding Price” requirements as outlined on the SLD website [http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx](http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx).

<table>
<thead>
<tr>
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<th>DESCRIPTION</th>
<th>MONTHLY COST</th>
<th>INSTALLATION COST</th>
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<tr>
<td>A.)</td>
<td>100 MB FOR A PERIOD OF 2 YEARS</td>
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<td>____________</td>
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<tr>
<td>B.)</td>
<td>200 MB FOR A PERIOD OF 2 YEARS</td>
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<tr>
<td>C.)</td>
<td>500 MB FOR A PERIOD OF 2 YEARS</td>
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<td>D.)</td>
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<td>E.)</td>
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<td>G.)</td>
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<td>H.)</td>
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<td>I.)</td>
<td>OPTIONAL ROUTER MONTHLY COST (IF APPLICABLE)</td>
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Company Name: ____________________________
Signature: ____________________________
Printed Name: ____________________________
Phone Number: ____________________________ E-mail: ____________________________
INCLUDED AS PART OF THIS BID IS AN EXCEL SPREADSHEET DOCUMENT TO ASSIST IN EVALUATING THE PROJECT AND POSTING CORRESPONDING BID RESPONSES. YOUR BID RESPONSE MUST INCLUDE YOUR COMPLETED VERSION OF THIS EXCEL SPREADSHEET IN EXCEL FORMAT ALONG WITH YOUR COMPLETED BID DOCUMENT. ITEM IS AS FOLLOWS:

A.) “ACCS YR210001- AGORA INTERNET SERVICE BID RESPONDENT SPREADSHEET”: THIS DOCUMENT CONTAINS SPECIFIC AREAS FOR VENDOR ENTRY AND MUST BE COMPLETED AND SUBMITTED BACK TO THE SCHOOL ALONG WITH THIS FULLY SIGNED BID/CONTRACT DOCUMENT AND CONTRACT AGREEMENT LETTER. THE SPREADSHEET DOCUMENT CAN BE FOUND ON THE SAME WEBSITE WHERE THIS RFP DOCUMENT WAS DOWNLOADED. SEE PAGE 1 FOR SUBMISSION INSTRUCTIONS.

BID CONDITIONS:

1. BID CONTRACT ITEMS/CONDITIONS:

A. IF THE BID RESPONDENT WOULD REQUIRE A RESPONDENT’S DOCUMENT TO BE SIGNED AND EXECUTED BY ACCS 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. PLEASE NOTE THAT THIS SIGNED AND DATED BID CONTRACT DOCUMENT WHEN ACCOMPANIED BY THE DUALLY SIGNED (SCHOOL ADMINISTRATOR AND RESPONDENT’S AGENT) CONTRACT AGREEMENT LETTER WILL BE THE CONTRACT OF RECORD FOR THE IDENTIFIED SERVICES. NO OTHER DOCUMENTS AND/OR ADDED LANGUAGE WILL SUPERCEDE THIS CONTRACT DOCUMENT PROCESS.

B. 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.

C. 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).

The undersigned, as authorized representatives 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, where we hereby agree to provide such item/s as awarded to us. This bid is only valid when completed with an original signature of a properly authorized representative of the submitting company.

Company Name:_________________________________________________________

Signature:_______________________________________________________________

Printed Name:___________________________________________________________

Phone Number:_____________________  E-mail:_______________________________
BID CONDITIONS: (CONTINUED)

D. NO CONTRACT LANGUAGE MAY BE INSERTED INTO OR CONTAINED WITHIN THE RESPONDENT’S ADDITIONAL DOCUMENT/S THAT WOULD REPLACE OR MAKE INVALID ANY STATEMENT OR CONDITION OUTLINED WITHIN THIS BID CONTRACT DOCUMENT.

2. LIABILITY FOR TERMINATION OF SERVICES:

A. THERE SHALL BE NO LIABILITY LEVERAGED AGAINST ACCS FOR TERMINATION OF SERVICES TO ANY BUILDING THAT IS CLOSED OR IN SITUATIONS WHERE THE BUILDING LEASE BECOMES NULL OR VOIDED.

B. THERE WILL BE NO LIABILITY FOR TERMINATION OR REDUCTION OF SERVICE AT ANY ACTIVE EDUCATIONAL FACILITY OTHER THAN A MINIMAL CHARGE FOR RE-ENGINEERING AND EQUIPMENT DIFFERENTIAL.

C. IN THE EVENT THAT ACCS MUST DISCONTINUE INTERNET ACCESS SERVICE DUE TO BUDGET ISSUES AND/OR E-RATE CHANGES THERE SHALL BE NO TERMINATION LIABILITY IMPOSED UPON ACCS SO LONG AS ACCS DOES NOT ENTER INTO AGREEMENT WITH A DIFFERENT PROVIDER FOR IDENTICAL SERVICE/S.

D. ACCS RESERVES THE RIGHT TO CANCEL SERVICES AT ANY TIME WITH A 30-DAY WRITTEN NOTICE FOR INSUFFICIENT, INCONSISTENT OR OTHERWISE DEEMED SERVICES AND/OR SUPPORT. ALL ATTEMPTS TO RESOLVE ANY ISSUES (SERVICE, SUPPORT, INVOICING, ETC.) WILL BE MADE BEFORE EXERCISING THIS RIGHT.

3. ANY RESPONDENT WISHING TO SUBMIT A PROPOSAL TO THIS BID DOCUMENT MUST BE WILLING TO PARTICIPATE IN THE FEDERAL COMMUNICATIONS COMMISSION’S (FCC) UNIVERSAL SERVICE ORDER AS DETAILED IN THE TELECOMMUNICATIONS ACT OF 1996. ACCS 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.

4. THE LEVEL OF PARTICAPATION FROM THE RESPONDENT WILL INCLUDE THE FOLLOWING:

The undersigned, as authorized representatives 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, where we hereby agree to provide such item/s as awarded to us. This bid is only valid when completed with an original signature of a properly authorized representative of the submitting company.

Company Name: ____________________________________________________________

Signature: ____________________________

Printed Name: ____________________________________________________________

Phone Number: ______________________ E-mail: ________________________________
The undersigned, as authorized representatives 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, where we hereby agree to provide such item/s as awarded to us. This bid is only valid when completed with an original signature of a properly authorized representative of the submitting company.

Company Name:________________________________________

Signature:_____________________________________________

Printed Name:________________________________________

Phone Number:_________________  E-mail:________________
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Company Name: ____________________________________________

Signature: ________________________________________________

Printed Name: ____________________________________________

Phone Number: ______________________ E-mail: ____________________________
11. BID SCORING CRITERIA:

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

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AGORA CYBER CHARTER SCHOOL  
590 NORTH GULPH ROAD  
KING OF PRUSSIA, PA 19406  
BID #: YR210001

**CONTRACT AWARD AGREEMENT**

RESPONDENT: X  SPIN (498 ID): X

**CONTRACT #:** BIDCONTRACT#: YR210001- ACCS  **CONTRACT AWARD DATE:**

**RE:** ACCS INTERNET SERVICES CONTRACT  **BID #:** YR200001- INTERNET ACCESS

**TERM:** 2 Year Term (July 1, 2018 through June 30, 2020) _____  OR  
3 Year Term (July 1, 2018 through June 30, 2021) ______

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 dually signed letter along with your signed bid contract response constitutes the contract of record for these items/services. The term of the contract is defined by the “contract agreement” letter, no other agreement will supersede the indicated term on this letter. The school reserves the right to invoke voluntary extension(s) and extend the term and service costs of this agreement on a MTM and/or Annual basis if needed.

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 2018 (beginning service contract date). 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. Please note that the school has reserved the right to increase/decrease the quantities and/or levels of service items as specified within the Bid contract. Upon expiration, auto-renewal of the term of this contract is prohibited.

In acceptance of these terms and conditions, please sign below:

**Authorized vendor representative confirmation:**

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

**Authorized School representative:**

[Signature]:  [Name & Title]:  

The undersigned, as authorized representatives 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, where we hereby agree to provide such item/s as awarded to us. This bid is only valid when completed with an original signature of a properly authorized representative of the submitting company.