



Upward Broadband

Requests For Proposal

Waterfall Tower Equipment

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* Forms must be completed and returned with **all** other requested information to be considered.

1.0 Introduction

***Upward Broadband
Request for Proposal
Equipment for Wireless Internet Service Provider Tower***

Upward Broadband LLC, is seeking a supplier, based on the evaluation of proposals received, with the capability, experience and proven track record to provide wireless internet service equipment.

The primary contact for questions regarding this Proposal will be:

Austin Beiler
Network Engineer
Upward Broadband LLC
1866 Colonial Village Lane Suite 106
Lancaster, PA 17601
717 473-4402
ABeiler@UpwardBroadband.com



2.0 General Instructions to Responders

1. Any additions to, alterations, erasures, or omissions of required information, or change of specifications, is done at the risk of the responder and may result in rejection of the submitted Proposal.
2. Submitting a Proposal when it is intended to sublet the contract is cause for rejection of your RFP or cancellation of the contract, unless approval is given in writing by Upward Broadband prior to the Proposal opening.
3. In case of error in the extension of prices, the unit price shall govern.
4. The contract will not be awarded to any corporations, firms or individuals who have failed previously in performing work or guaranteeing delivery with Upward Broadband.
5. It is expressly understood and agreed that any inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to deliver satisfactory work and materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from Upward Broadband.
6. When the contract has been duly signed, the contractor may secure instructions from Upward Broadband pertaining to the procedure of the work or delivery.
7. Upward Broadband reserves the right to reject any and or all RFP's or specifications when deemed as the best interest for the project. Upward Broadband may cancel the award at any time before the execution of the contract.
8. Upward Broadband will reject all materials that do not meet the specifications even though the responders list the trade names of such materials on the Proposal sheet.
9. The equipment should be delivered as follows:
 - a. All equipment shall be delivered to: Attn: Austin Beiler, 1866 Colonial Village Lane, Suite 106, Lancaster PA 17601
10. The party or parties proposing upon this Proposal to whom the award or awards are made may be required to enter into a contract with Upward Broadband within sixty (60) to ninety (90) days of notification. Failure of proposer to do so, shall result in the cancellation of the award and forfeiture of the Proposal bond and/or Proposal deposit which shall become the absolute property of Upward Broadband.
11. The responder or responders to whom the contract is awarded agree(s) to release Upward Broadband from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products, or processes.
12. All RFP's must be made on Proposal blanks attached to these specifications and made part thereof, and must be emailed directly to abeiler@UpwardBroadband.com and cpickel@upwardbroadband.com .
13. Responders must write or print the figures in ink or it must be typewritten.
14. A Proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.
15. Upward Broadband will not be liable for any costs incurred by the Proposers in preparing, submitting, or presenting Proposals.

3.0 Instructions to Proposers

Submission of Proposals

It is intended that each Proposal furnish the information requested by this RFP. Unless specifically requested, promotional literature is not wanted and will not be considered to meet any of the requirements of this RFP.

The Proposer shall deliver one (1) copy of the Proposal electronically to:

abeiler@UpwardBroadband.com

cpickel@upwardbroadband.com

Upward Broadband reserves the right to accept or reject any or all Proposals.

3.1 Schedule of Events

July 31, 2024	RFP released to vendors
August 2, 2024	Last date for questions/clarifications for Proposers. Questions must be in writing, email is acceptable and encouraged.
August 7, 2024	Response closed 11:59 pm EST (NO PROPOSALS) accepted after this time.
August 12, 2024	Proposer notification
August 12, 2024	Work with selected Proposers on delivery details

3.2 Proposers Examination of the RFP

Proposers shall examine all information and materials contained in and with this RFP. Failure to do so shall be at the Proposer's risk.

3.3 Proposals Considered Firm

All Proposals in response to the RFP will be considered firm and cannot be withdrawn until 60 days after the scheduled Proposal due date or until the award of a contract to a Proposer, whichever comes first.

3.4 Withdrawal of Proposals

Proposal may be withdrawn by written notice received by Upward Broadband, prior to the Proposal due date and time.

The specifications without prior written consent from Upward Broadband.

3.5 Miscellaneous

The successful Proposer will provide a project Proposal that includes a delivery date.

A break-out of costs along with the total costs should be included along with details surrounding the Proposer payment timeline and requirements. The Proposer may not require all funds to be paid in full before the delivery of the requested product.

Any litigation pertaining to this section shall be under the laws of the Commonwealth of Pennsylvania and the County of Lancaster.



4.0 General Conditions

4.1 Pricing, and Payments

Negotiated prices shall be firm and not subject to increase during the term of any contractual agreement arising between Upward Broadband and the successful Proposer as a result of the RFP.

4.2 Open Procurement

Upward Broadband reserves the right to purchase more goods at the unit price offered in the Proposers system, unless the Proposer specifically and explicitly limits the response in this regard. Upward Broadband reserves the right to negotiate with Proposers regarding variations to the original Proposal that may be in the best interest of Upward Broadband. Upward Broadband reserves the right to accept or reject any and or all Proposals.

4.3 New Equipment

Upward Broadband shall accept only new equipment. Used, reconditioned, refurbished and/or remanufactured equipment will not be accepted.

4.4 Buy America Preferences for Infrastructure Projects

Upward Broadband prefers the use of United States made products for the equipment.

Additionally, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, 200.216 contains prohibitions on certain telecommunications and video surveillance services or equipment along with stating recipients and subrecipient are prohibited in procuring/using/contracting with Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

4.5 Statement of Time

A period of time, unless stated as a number of workdays, shall include Saturdays and Sundays.

4.6 Qualifications of Proposers

The Proposers must demonstrate they are in compliance with all state, county, and local laws and ordinances and are not delinquent with all taxing agencies including federal, state, county, and local throughout the United States.

4.7 Equal Employment Opportunity

During the performance of this contract, the Proposer agrees as follows: The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicapped status, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and the Employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following; employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. In the event of the Proposer's noncompliance with the nondiscrimination clause of the contract or with any of such rules, regulations, or orders this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with Upward Broadband.

The Proposer must take all necessary affirmative steps to assure that minority businesses, womens' business enterprises, and labor surplus area firms are used whenever possible.

4.8 Indemnification

The Proposer will indemnify, defend and hold Upward Broadband, its Manager and Council, its employees and agents harmless from all claims, demands, costs, expenses, liabilities and losses including reasonable attorney's fees which may arise against Upward Broadband, employees and agents as a consequence of any action or claim arising out of the Proposer's malfeasance, neglect or omission.

4.9 Proposal Format

The Proposal shall contain the following sections, each clearly labeled with the section number at the top of the page, in the order and format described below:

In the case the proposer is a dealer and not a manufacturer, the dealer is to assume all of the responsibilities that are outlined in this RFP.

<u>Section</u>	<u>Description</u>
1.	Letter of Bid Intent, signed by a principal of the Proposer who is authorized to negotiate on behalf of the Proposer.
2.	Response to each section heading and/or numbered paragraphs in the Technical Specifications Section (including Appendices).
3.	A project from order acceptance to site delivery. If the Proposer is a dealer and not a manufacturer it is their responsibility to provide this service.
4.	Delivery schedule and the flexibility that exists with that schedule.
5.	Completed Cost Sheets (Appendix A), with comprehensive, itemized pricing for each element of the Proposers Proposal and a summary of the total cost for all proposed elements. Both non-recurring and recurring (if any) costs shall be listed. If additional space is needed, an additional sheet can be included. The Proposer should include any and/or all payment requirements.
6.	Non-Collusion Affidavit
7.	Debarment Certification Form

4.10 Submission Instructions

All submissions are to be sent electronically to abeiler@upwardbroadband.com and cpickel@upwardbroadband.com with all required documentation.

The timestamp must be prior to 11:59 pm EST on August 7, 2024.

4.11 Selection Process

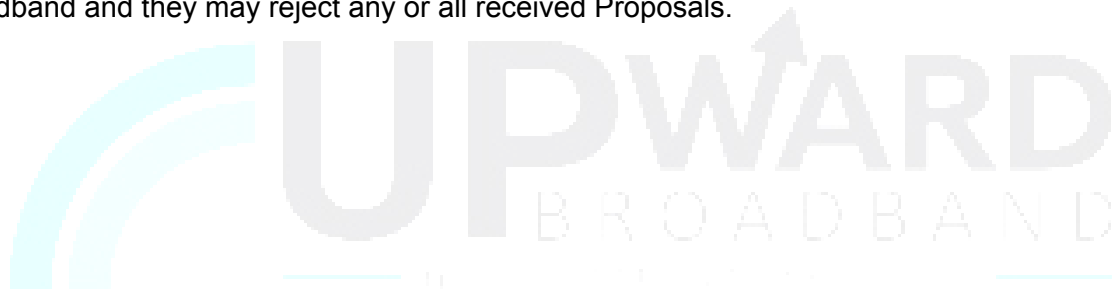
The selection of a Proposer to provide [service or product] by Upward Broadband is an important task. Upward Broadband recognizes that several Proposers can provide the equipment and support that would adequately meet the needs of Upward Broadband. Upward Broadband will exercise both objective and subjective rationale in this selection process. This process is outlined in the upcoming pages. This RFP is intended to provide interested Proposers with consistent information regarding the conditions for submitting Proposals. In responding to this RFP, Proposers shall adhere to the established format. In complying with the format, comparable objective data will be available for review and analysis by Upward Broadband.

4.12 Proposal Evaluation Criteria

The criteria upon which the evaluation of the Proposals will be based, but is not limited to, the following:

1. Total cost of equipment and services required by Upward Broadband, and all other items constituting total price. A contract will not necessarily be awarded for the lowest price.
2. Proposers overall past performance and support including reputation with customers, reports, and overall ability to commit to this project.
3. Completeness of Proposal..
4. Delivery timeframe commitments.
5. Providing the full list of equipment listed in section 5.0 and on Appendix A.
6. Providing NO substitutions from the list provided in section 5.0 and on Appendix A.
7. Proposer shipping costs were competitive.

Upward Broadband will select the Proposer who, in their opinion, has made the best overall Proposal and shall award the contract to that Proposer. Final selection will be made by Upward Broadband and they may reject any or all received Proposals.



5.0 Technical Specifications

Upward Broadband LLC, is seeking to purchase equipment to fulfill the following specifications.

The selected Proposer will furnish and fulfill the following specifications for all equipment listed.

Equipment	SKU	Order
ICT 2U Chassis	ICT-2U6	1
ICT 700W -48V Power Supply	ICT700-48PM	4
ICT Blank Panel	ICT-BPM	2
ICT 10 Amp 60VDC Breaker	ICT-CB10	5
ICT 5 Amp 60VDC Breaker	ICT-CB5	1
ICT 48VDC Converter	ICT206048-5AI2	2
ICT Rack Mount Tray	ICT-RM2U	1
Transtector 1101-1137 CPX Wall Mount	1101-1137	3
Transtector 1000-1467 DIN Rail Kit	1000-1467	3
Transtector 1000-1405 DC Defender	1000-1405	5
viaPhoton Breakout Box (24 fiber, 6 duplex SPD)	OHE-24-6SPD-G4	1
Tarana 3GHz BN	35-0141-001	3
Tarana 7 Year Warranty	37-0020-001	3
Tarana Pole Mount Kit	34-0028-001	3
10m DC Harting Cable	33-0004-010	2
5m DC Harting Cable	33-0004-005	1
10m Fiber Harting Cable	33-0022-010	6
5m Ethernet Harting Cable	33-0007-005	1
250' Trunk Cable (24 fiber, 12 10AWG DC)	OHFT-24SM1210-LCULCU-232224-F250	1

6.0 Terms and Conditions

Warranty and Extended Maintenance

Proposer is to clearly identify in a synopsis the details of any manufacturer's warranty for the component items, if applicable. A description of this warranty for each component that has a stand-alone warranty is to be included.

Warranty

1. Proposer to provide all details of the warranty accompanying the structure.

7.0 Required Services

Implementation

The successful proposer will have to coordinate delivery schedules and offload requirements, if applicable, with Upward Broadband Network Engineer, Austin Beiler.



**Appendix A
Cost Sheet
For
Upward Broadband**

Cost Sheet

Equipment	SKU	Qty	Price per Item	TOTAL PRICE
ICT 2U Chassis	ICT-2U6	1		
ICT 700W-48V Power Supply	ICT700-48PM	4		
ICT Blank Panel	ICT-BPM	2		
ICT 10 Amp 60VDC Breaker	ICT-CB10	5		
ICT 5 Amp 60VDC Breaker	ICT-CB5	1		
ICT 48VDC Converter	ICT206048-5AI2	2		
ICT Rack Mount Tray	ICT-RM2U	1		
Transtector 1101-1137 CPX Wall Mount	1101-1137	3		
Transtector 1000-1467 DIN Rail Kit	1000-1467	3		
Transtector 1000-1405 DC Defender	1000-1405	5		
viaPhoton Breakout Box (24 fiber, 6 duplex SPD)	OHE-24-6SPD-G 4	1		
Tarana 3GHz BN	35-0141-001	3		
Tarana 7 Year Warranty	37-0020-001	3		
Tarana Pole Mount Kit	34-0028-001	3		
10m DC Harting Cable	33-0004-010	2		
5m DC Harting Cable	33-0004-005	1		
10m Fiber Harting Cable	33-0022-010	6		
5m Ethernet Harting Cable	33-0007-005	1		
250' Trunk Cable (24 fiber, 12 10 AWG DC)	OHFT-24SM1210 -LCULCU-23222 4-F250	1		
Shipping Costs				
Tax				
TOTAL				

Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) She/He is the _____ (owner, partner, officer, representative or agent) of the Proposer that had submitted the attached proposal.
- (2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) As such, the proposal is genuine and is not part of any conspiracy, collusion or deception.
- (4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure person interested in the proposed contract; and the price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- (6) Neither the price(s) nor the amount of this proposal, and neither the approximate prices(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- (7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal,

or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(8) The proposal 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 proposal.

(9) The above representations are material and important, and will be relied on by Upward Broadband in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Upward Broadband of the true facts relating to the submission of proposals for this contract.

(Signed) _____

(Printed Name)

(Title)

Subscribed and sworn to me before this _____ day of _____,
2023.

Name

Title

My commission expires _____

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone Number _____

Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

Please insert the appropriate names:

A. Individual Owner _____

B. Partnership Partners _____

C. Corporation _____

Exact Name of Corporation

State Incorporated

Note:

Proposals should be as net prices and shall prevail in the awarding contracts.

Failures of the responders to sign the proposal and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal.

Signatures must be written in ink. Typed, printed, or stamped signatures will not be accepted.

DEBARMENT CERTIFICATION FORM

The Proposer certifies that, neither the firm nor any owner, partner, director, officer, or principal of the Proposer, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Proposer further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature

Printed Name and Title

Company Name