

Request for Proposal
RFP # 2019 E-Rate RSD7 Lab Fiber Upgrade

ISSUE DATE: January 28, 2019
QUESTION DEADLINE: February 15, 2019
Mandatory Walk through Tours Deadline: February 22, 2019
CLOSING DATE: February 25, 2019
CLOSING TIME: 2:00 PM, Pacific Time

**Request for Proposal
RFP # 2019 E-Rate RSD7 Lab Fiber Upgrade**

A. NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Reynolds School District 7 (RSD7) is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations for proposals and quotes to supply and install single mode fiber between IDFs and computer labs in multiple school buildings.

The system must be in compliance with all applicable state and federal regulations, in addition to the performance standards described below. Any bidder must be an eligible service provider willing to complete the necessary communications and paperwork associated with the E-rate program.

B. PROPOSAL SUBMITTAL

All responses must be received by 2:00 pm, February 25, 2019.

All proposals shall be firm offers subject to acceptance by RSD7 and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to RSD7, except as permitted by RSD7.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after the deadline will be returned without consideration.

To submit a response to this request please **email one (1) electronic copy to IT_RFP@rsd7.net**. The email must be clearly marked with the bidder's name/identification and the subject must be the words:

"PROPOSAL RESPONDING TO RFP # 2019 E-Rate RSD7 Lab Fiber Upgrade"

RSD7 shall not be responsible for, nor accept as a valid excuse a late proposal delivery, any delay in email service.

FOR YOUR CONVENIENCE:

An electronic copy of this RFP can be accessed via Reynolds School District website. URL: <https://www.reynolds.k12.or.us/rfps>.

C. QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing until 2:00 pm February 15, 2019. Questions must be typewritten or printed and sent to RSD7 via e-mail address IT_RFP@rsd7.net. RSD7 shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

RSD7 will respond in writing to all questions by 5:00 pm February 22, 2019. All answers will be

provided as a numbered questions and answer document, for example, RFP Q&A #1.

If it becomes necessary for RSD7 to revise any part of this RFP, or to provide clarification or additional information after the documents are released, RSD7 will e-mail the answers to the bidders.

RSD7 shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential contractors, and potential contractors shall not include any such expenses as part of their RFP. Pre-contractual expenses are defined as any expenses incurred by a potential contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to RSD7; (3) negotiating with RSD7 any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

To withdraw your proposal, contact: IT_RFP@rsd7.net

D. GENERAL INSTRUCTIONS

1.1 Scope of Contract. Computer lab rooms are connected by OM1 fiber that is over 10+ years old. In certain locations, some of the fiber strands are failing or close to failing. Our goal is to install new single mode fiber between all MDF/Lab rooms to better support our data network.

- 1** Vendor must complete an onsite review/tour within the specific time frame as indicated in section 1.5 below prior to submitting an RFP response to ensure understanding of district needs and specifics about locations.
- 2** Vendor must provide, install, terminate, and test OS1 single mode fiber between MDF/Lab rooms and breakout panels for all locations identified.
- 3** Vendor must be certified to install fiber and have experience doing so.
- 4** All work not found in conformance with the intent of the proposal shall be repaired promptly at no additional charge to RSD7.
- 5** All existing fiber, must continue to function during and after the new fiber installation.

1.2 Specifications

- 1.** All fiber will be at least 12-strand OS1.
- 2.** All fiber runs will include two breakout panels (one at each end).
- 3.** All breakout panels will be compatible with existing BEJED FDUs.
- 4.** All connectors will be LC type.
- 5.** All field terminated intra-building fiber cables shall be installed within 1" orange inner duct and/or utilize armored fiber optic cable. Fiber shall be tight buffer and jacket ratings shall be suitable for application.
- 6.** All fiber strands shall be tested using OTDR equipment to a maximum loss of 1.0 dB/km on 1310 and 1550 nm. Any strands failing tests should be repaired or replaced at no additional cost. Testing results should be made available to RSD7 at the time of job completion.
- 7.** All equipment must be in new condition. No refurbished or used equipment will be accepted.
- 8.** The number of fiber runs will be discussed in the walkthrough/tour.

9. Fiber shall be tight buffer and jacket ratings shall be suitable for application. The fiber will meet the specifications listed in ANSI/TIA-568-C.3 and the transmission performance parameters listed in Table 1.
10. Any factory assembled fiber trunk assemblies used shall be terminated with MPO type connectors. MPO shall plug directly into factory assembled fiber cassettes that present a duplex “LC” connector
11. In all cases, fiber will be certified to perform at or better than the values listed in Table 1 (below).

Optical fiber cable type	Wavelength (nm)	Maximum attenuation (dB/km)
Single mode	1310	1.0
Single mode	1550	1.0

Table 1 - Fiber Optic Performance

12. Equally important is the pathway specified. When need arises to replace medium of any type the better the pathway the easier the replacement. Specifying a multi-channel pathway by means of innerduct, cell type material, or tubes facilitating blown fiber is highly recommended and should be included to allow for installation of new media without having to remove the existing media wherein at possible.
13. The following schools will be included in this work:

Walt Morey MS – 3 Labs
Reynolds HS – 5 to 8 Labs

1.3 Warranties All warranties by Vendor and manufacturer on both products and labor must be specified in the proposal. The Vendor’s warranties shall commence with acceptance of/or payment for the work in full. Minimum acceptable warranty on hardware, parts, and labor is 3 years.

1.4 Service. The Vendor must provide terms of service should repair become necessary and the work and materials needed that are not covered under warranty.

1.5 Vendor Site Visit. Vendors are required to schedule and perform a mandatory walk through tour to be conducted on the dates and times listed below. Vendors must schedule a tour through Jeff Gibbs, IT_RFP@rsd7.net.

IMPORTANT NOTICE: Mandatory Walk through Tours: February 5-February 22, 2019; 9:30 AM to 4:30 PM; Tuesday-Thursday Only. Participation in a walk-through tour is required in order to be eligible to submit a Proposal to this RFP.

2.0 Evaluation Methodology

Vendor is expected to be thoroughly familiar with any rules or regulations required for the E-rate program. Each proposal will be evaluated based on criteria and priorities as defined by RSD7, who will

choose the submission that, taken as a whole, and in RSD7's sole opinion, is in the best interest of the organization. Proposals should address the evaluation criteria itemized below.

The evaluation criteria include, but are not necessarily limited to, the following:

- Price for all parts, labor, design, project management, programming, and shipping and handling.
- The proposal's alignment with the desired solution as described in section 1, above.
- Vendor to provide at least one customer reference that can speak to the quality of their work as it relates to this project.

2.1 Evaluation Criteria

- Price – 40%
- Compatibility with Existing Systems – 25%
- Understanding of Needs – 20%
- Customer References – 10%
- Prior Experience – 5%

3.0 Response to Request for Proposal. Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:

- A. Items not eligible for reimbursement under E-rate must be itemized in the bid.
- B. The price must be separated by schools as well as totaled for all schools.
- C. Include, at least one customer reference that can speak to the quality of their work as it relates to this project.
- D. Service Provider must provide a Service Provider Identification Number (SPIN) and meet all other qualifications for "Service Providers" as defined by USAC (<http://www.usac.org/sl/service-providers/default.aspx>).
- E. Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal and bearing the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.

4.0 Withdrawal of RFP. Any Responding Contractor may withdraw his/her RFP, either personally or by written request, at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.

5.0 Agreement. The form of agreement for the Contract, which the successful Responding Company, as Contractor, will be required to execute is included in and forms a part of this section and the Contract documents.

6.0 Addenda. Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page 10 or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.

7.0 Opening of Response to Request for Proposal. At the time and place set forth for the opening and reading of Response to Request for Proposal, each and every RFP received prior to the scheduled closing time for receipt of Response to Request for Proposal will be publicly opened. Responding Contractors or their representatives and other interested persons may be present at the opening of Response to Request for Proposal. No award will be made at this time.

8.0 Award or Rejection of Response to Request for Proposal. The contract will be awarded at District's sole discretion. District reserves the right to reject any or all Response to Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either "individually", "as a whole" or "in any combination", whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to ORS 279B, the District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most advantageous to the school district with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The district further reserves the right to award RFP items on an individual per line item basis to one or more Responses, whichever is in the best interest of the district. The successful Responder(s) will be notified in the event of an award.

9.0 Inspection of Responding Contractor's Facility. As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Responding Contractors prior to award of the contract. If representative(s) of the District determine after such inspection that the Contractor may not be capable of providing proper and satisfactory service/product to the District, the Contractor may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period, any time during normal business hours upon prior notice. Responding Contractor may also be required to show evidence of their ability to furnish standard material from identified manufacturer. The District will make these contacts as a verification of availability, and may act as sole judge as to the responsiveness; and therefore, the Contractors' available facility.

10.0 Contractor's Past Performance. A Contractor may be ruled "Non-Responsive"/"Non-Responsible" based upon Contractor's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.

11.0 Contractor Qualifications. In order to be considered for an award, the Contractor shall meet the following requirements:

The Contractor shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a minimum period of three (3) consecutive years.

The successful bidder will be responsible for qualifying for and adhering to the Federal E-rate program.

12. Conflict of Interest. By its signature hereunder, Contractor certifies that no District employee whose position in the District's service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for proposal. If such conflict exists, the Contractor will notify the District in writing.

13. If Bidder Protest. Any bidder who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:

13.1 The protest is in writing;

13.2 The protest is filed and received by the District's Chief Financial Officer or designee not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;

13.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's **Chief Financial Officer** or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals.

14. TERM OF CONTRACT. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1 of this calendar year through June 30 of next calendar year. RSD7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

RFP FORM A This form is required to be submitted with your proposal.

TO: REYNOLDS SCHOOL DISTRICT 7, an Oregon School District, acting by and through its Board of Education ("District"), 1204 NE 201st, Fairview, OR 97024

FROM:

(Name of Company) (SPIN NUMBER)

(Address) (Fed. Tax ID #)

(City, State, Zip Code)

(Telephone) (Fax)

(Email Contact)

(Authorized Signature)

(Name(s) of Bidder's Authorized Representative(s) & Title)

(Date)

RFP Proposal Amount:

The proposal must be in ink or typewritten. Write out the total amount of your proposal:

Numeric Proposal Amount: \$_____

In the event of a conflict between the written and numeric version of the proposal, the written will prevail.

**RFP FORM B
CERTIFICATION**

This form is required to be submitted with your proposal.

I certify that I have read Request for Proposal #2019 E-Rate RSD7 Lab Fiber Upgrade and the instructions for submitting an RFP. I further certify that I must **email one (1) electronic copy to IT_RFP@rsd7.net** of the firm's proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums _____ (if any) issued. The **Addendum**

Nos. _____ received, acknowledged and incorporated into this Request for Proposal are noted above. The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

E-Mail

If you are responding as a corporation, please place your corporate seal in the space below:

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Reynolds School District 7. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor's name, city of location, and type of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTORS LIST All subcontractors in excess of ½ of 1% of total Proposal must be listed

SUBCONTRACTOR:		TYPE OF WORK:	
Location/Address:			Phone: ()
LICENSE NO.:	Expiration Date: / /		
SUBCONTRACTOR:		TYPE OF WORK:	
Location/Address:			Phone: ()
LICENSE NO.:	Expiration Date: / /		
SUBCONTRACTOR:		TYPE OF WORK:	
Location/Address:			Phone: ()

SUPPLEMENTARY GENERAL CONDITIONS

- A. The implementation of this RFP is contingent on E-rate funding. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1 of this calendar year through June 30 of next calendar year. The Reynolds School District 7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.
- B. The agreed liquidated damages provision established in Article 4 of the General Conditions is Not Applicable on this Requirements Contract.
- C. Vendor will provide performance bond within 10 days of being awarded the contract.
- D. Insurance. Within 10 days after notification of award, the vendor shall furnish to the Reynolds School District #7 a Certificate of Insurance showing compliance within the following limitations:
 - 1) The Vendor agrees to comply with the provisions of Worker's Compensation Laws of the State of Oregon.
- E. The Bidder's Federal Tax ID # and W-9 form are required for payment of invoices.
- F. The number of Contract Agreements to be fully executed is to be four (4) sets. This allows one (1) original to be provided to the awarded bidder. There are no drawings to be furnished on this RFP. The RFP specifications and addendums are available online.