

REQUEST FOR PROPOSAL
Grandview School District
Leased Lit Fiber/Leased Dark Fiber
Grandview School District No. 200
GRANDVIEW, WASHINGTON

Date of Bid Opening: March 19, 2020 at 11:15 A.M.

The Grandview School District No. 200 is requesting proposals for leased lit fiber and leased dark fiber services for its District Maintenance Shop. Qualified bidders may obtain bid and contract documents online at <https://www.gsd200.org/Page/139>.

A mandatory project meeting will be held at 2 p.m. on March 3, 2020 at 710 W Wine Country Rd., Grandview, Wash. Each bid **must** be submitted to Grandview School District in a sealed opaque envelope. Sealed bids **must** be received by **11:00 a.m. on March 19, 2020** at the following address.

Grandview School District
ATTN: Brad Shreeve
913 2nd Street
Grandview, WA 98930

At that time, bids will be publicly opened and read aloud by the Grandview School District or its authorized representative at the above address. No bidder may withdraw its bid for a period of thirty (30) days after the date and hour set forth above for the bid opening. Bids must include a listing of any sub-contractor whose price equals 10% or more of the bid. Any bids received after the time for bid opening will not be considered. Grandview School District reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bid or the bidding.

The Grandview School District #200 complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, religion, age, marital status, or disability. Inquiries regarding compliance may be directed to the District's Compliance Officer.

Dated this nineteenth day of February 2020.

Grandview School District #200

By:

Brad Shreeve
**Assistant Superintendent
for Finance and Operations**

**Instructions to Bidders
Grandview School District
Leased Lit Fiber/Leased Dark Fiber**

1. Preparation and Submission of Bids

1.1 All bids **must** be in strict conformity with the bid documents and any addenda.

1.2 Bids **must** be submitted to Grandview School District in a sealed opaque envelope, and must contain: (a) a signed copy of the Bid Form; (b) Vendor Eligibility and Reference Form; (c) Bid Security.

The following information shall be specified in the upper left-hand corner of the envelope:

- (a) the name and address of the bidder;
- (b) Grandview School District Internal Connections; and
- (c) "SEALED BID ENCLOSED".

1.4 Bids **must** be received by Grandview School District no later **11:00 a.m. on March 19, 2020** at the following address:

Grandview School District
ATTN Brad Shreeve
913 W. 2nd Street
Grandview, WA 98930

Bids received after the time and date designated for receipt of bids will **not** be considered.

1.5 The preparation and submission of a bid will be by and at the expense of the bidder. All bids must be submitted in a form and manner so as to comply with all applicable laws of the State of Washington.

2. Examination of Bid Documents and Conditions

2.1 Each bidder should carefully examine the bid documents and all addenda. If any bidder (a) finds any discrepancies, omissions or ambiguities in the bid documents; (b) is uncertain as to the intent or meaning of any provision of the bid documents; or (c) has any question regarding the bid documents, the bidder **must** promptly notify Grandview School District in writing thereof at the address specified in paragraph 1.4 above, or at erate@gsd200.org. Replies to such notices will be made in the form of addenda at <https://www.gsd200.org/Page/139>.

3. Modification or Withdrawal of Bids

3.1 A bidder may modify or withdraw its bid by written request, provided that the request is received by Grandview School District in writing prior to the time specified in paragraph 1.4. Following withdrawal of its bid, a bidder may submit a new bid, provided that such

new bid is received by Grandview School District prior to the time specified in paragraph 1.4. Bids cannot be withdrawn for a period of thirty (30) days after the official opening of the bids.

3.2 Grandview School District may modify any provision of the bid documents at any time prior to the time specified in paragraph 1.4 of the submission of bids. Such modifications will be made in the form of addenda at <https://www.gsd200.org/Page/139>.

4. Award or Rejection of Bids

4.1 All bids properly identified and received on time will be publicly opened and read aloud on the date and in the place named in the Invitation to Bid.

4.2 Grandview School District reserves the right to reject any or all bids, to make an award to other than the low bidder, to make an award to a bidder for only a portion of the goods described in its bid, to reject a bid which is in any way incomplete or irregular, and to waive any informality or irregularity in any bid received.

4.3 In award of the contract, all factors and information which have a bearing on the decision to select a bidder may be considered by Grandview School District.

4.4 Grandview School District intends to award the District Internal Connections Bid to one responsible and responsive vendor. Vendors must provide unit prices which will be available to Grandview School District for subsequent purchases for the duration of the bid award.

4.5 Protest Procedure

4.5.1 Any Bidder claiming to be aggrieved by the bid documents or the award of the contract may protest to the Grandview School District in accordance with the following procedures. Failure to comply with these procedures will render a protest void and will result in the rejection of the protest. Exhaustion of these protest procedures in a timely manner is a condition precedent to any action filed in a court of law.

4.5.2 Protests based upon the contents of the bid documents shall be submitted no later than five days before the Bid Delivery Date.

4.5.3 Protests based upon any other circumstances shall be submitted no later than five days after the Bid delivery date.

4.5.4 A protest must be in writing and must include: (1) the name and address of the aggrieved Bidder, (2) a detailed description of the specific grounds for the protest, (3) all documentation supporting the protest, and (4) the specific relief sought from the Grandview School District.

4.5.5 If the protest is not resolved by mutual agreement, the Grandview School District's Board will consider the protest in public session and make a final and conclusive determination.

5. Contract Execution

5.1 The successful bidder will provide such information and assistance as Grandview School District may request.

5.2 Grandview School District intends to contract using the form of contract included with the bid documents. Within ten (10) days after presentation of the contract, the successful bidder must duly execute the same and return it for approval and execution by Grandview School District. The failure of the successful bidder to duly execute and return the contract, together with certificates of insurance and any other required documents, will entitle Grandview School District, in addition to all other rights and remedies of Grandview School District, to award the contract to another bidder.

5.3 All bid documents shall remain the property of Grandview School District. If requested by Grandview School District, the unsuccessful bidders shall return all bid documents to Grandview School District at the address specified in paragraph 1.4 above, without mutilation, marks or annotations.

5.4 Grandview School District does not guarantee to purchase any minimum or maximum quantities of bid items.

5.5 In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the bid documents and the Contract, the Contract shall govern.

Purchase Contract
Grandview School District
Leased Lit Fiber/Leased Dark Fiber

This Contract is made by and between Buyer (as defined in the Standard Terms and Conditions) and the Seller (as defined in the Standard Terms and Conditions). Buyer and Seller agree as follows:

1. **Purchase and Sale of Goods.** Seller will sell and deliver to Buyer and Buyer will purchase from Seller the goods, services, information, drawings, documents and other items described in the attached Schedule of Goods (“Goods”) ordered by Buyer, if any, from time to time during the Term of this Contract (as defined in Paragraph 3 below). Buyer does not guarantee to purchase any minimum or maximum quantities of bid items. Details that are necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Seller without any increase in compensation otherwise payable under this Contract.

2. **Compensation.** As full compensation for the Goods, Buyer will pay Seller the applicable sums for the Goods ordered by Buyer, if any, set forth in the attached Schedule of Prices (“Prices”) in accordance with the payment provisions of this Contract.

3. **Term.** The Term of this Contract ("Term") shall commence on the date of this Contract in accordance with Paragraph 5 below and, subject to earlier termination as provided in the attached Standard Terms and Conditions, shall end twelve (12) months thereafter. The Term of this Contract may be extended for up to two additional 12 month periods as desired by the Buyer upon satisfactory performance by the SELLER. Actual work start date will be dependent on proposed schedule. The proposed solution will need to be ready for cutover by July 1, 2020.

4. **Performance of Work.** Seller shall comply with all of the provisions of this Contract, which include the provisions set forth in the following documents and such other documents as may be incorporated into or otherwise made a part of this Contract ("Contract"):

- (a) this Purchase Contract;
- (b) completed Bid Form;
- (c) the Standard Terms and Conditions; and
- (d) the Technical Specifications.

5. This Contract is contingent upon the School District receiving E-Rate funding through the Federal Universal Service Fund and shall be effective as of the date it is approved by the Board of Directors of Grandview School District for execution by Buyer.

Buyer :
Grandview School District

Seller:

By: _____
Title: _____
Date Signed: _____
Address: 913 W. 2nd Street
Grandview, WA 98930

By: _____
Title: _____
Date Signed: _____
Address: _____

**Standard Terms and Conditions
Of Purchase Contract
Grandview School District
Leased Lit Fiber/Leased Dark Fiber**

1. Definitions

1.1 The following terms shall have the following definitions whenever used in this Contract:

1.1.1 "Buyer" is defined as Grandview School District.

1.1.2 "Seller" is defined as the seller or vendor identified in the Contract. If Seller is composed of more than one person or entity, then each such person or entity shall be jointly and severally liable as Seller under this Contract.

2. Price and Payment

2.1 Payment of the specified Prices shall constitute full compensation for the Goods and satisfactory performance of all the Seller's obligations under this Contract. Such Prices shall be subject to adjustment only as specifically provided for elsewhere in this Contract. Should the list price decrease, the cost to the buyer shall be determined by applying the discount percentage to the new list price. Seller shall separately identify on the Schedule of Prices and the applicable invoice of Seller any applicable taxes arising out of the sale of the Goods payable by Buyer. Any time periods specified for accepting any discounts shall commence upon, and Buyer shall pay the appropriate amounts due thirty (30) days after, the later of: (a) the date that Buyer receives Seller's correct invoice therefor; or (b) the date that Buyer accepts the Goods (together with any required documentation) at the specified destination. If Seller fails to perform in a timely manner any of its obligations under this Contract, then Buyer may, upon ten (10) days advance written notice to Seller of Buyer's intention to do so, perform or have performed the same and deduct or offset such amount from the compensation payable to Seller under this Contract or otherwise charge to or recover from Seller the cost of such performance. Retainage of 5% will be withheld from each payment.

2.2 Universal Service Fund (E-Rate)

The District is planning to use Federal Universal Service Funds for partial funding of this project; therefore, the seller should be familiar with this process. The seller will invoice the buyer and the Schools and Libraries Division (SLD) for payment. This project is not contingent upon the school district receiving funding through the Federal Universal Service Funds.

3. Delivery

3.1 Seller shall properly package the Goods for protection against damage or deterioration that may result from shipment, handling, storage or other cause. Seller shall ship the Goods from the specified point of shipment no later than the specified shipment date and shall deliver the Goods to Buyer FOB the specified destination no later than the specified delivery date. Risk of loss or damage to the Goods shall remain with Seller until delivery of the Goods to Buyer at the specified destination at which time title to the Goods and such risk pass to Buyer.

4. Delays

4.1 Time is of the essence in the performance of Seller's obligations under this Contract. However, Seller shall not be liable for delays in delivery due to causes which (a) are not foreseeable; (b) are beyond Seller's control; and (c) cannot be overcome by Seller after using its best efforts to do so; provided that Seller, within three (3) days after the commencement of the delay or, if earlier, the date on which Seller knew or should have known that the delay would occur, gives Buyer written notice of the circumstances giving rise to the delay, the anticipated duration of the delay and the action being taken by Seller to overcome or mitigate the delay.

5. Inspection

5.1 The Goods shall at all times be subject to inspection, testing and expediting by Buyer. No Goods shall be deemed accepted prior to final inspection and acceptance by Buyer at the specified destination. Failure of Buyer to inspect goods does not relieve Seller of its obligations or impair Buyer's right to reject defective or non-complying goods.

6. Warranty

6.1 Seller warrants that: (a) the Goods shall be free from all defects in design, materials, workmanship and title; (b) all materials, components, parts and other items incorporated in Goods shall be new, merchantable and of suitable quality for their intended purpose; and (c) the Goods shall conform with the attached Specifications and other requirements of this Contract. Seller shall promptly correct any Goods that do not comply with this warranty. If Buyer requires Seller to make any such correction and Seller thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct (or cause to be corrected) the non-compliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Seller the cost thereof. If Buyer rejects any Goods that do not comply with the foregoing warranty, Seller shall have a reasonable time to correct the non-compliance; if Seller fails to correct the non-compliance within a reasonable time, Buyer may cancel this Contract as to the non-complying Goods without any liability or obligation of, or cost to, Buyer with respect to such Goods and without prejudice to any other rights or remedies of Buyer with respect to such non-compliance (e.g., as to damages or cover).

7. Activities on Buyer's Premises

7.1 If Seller or any of its subcontractors or suppliers of any tier performs any activities on premises owned, leased, possessed or controlled by Buyer, Seller shall: (a) take all precautions which are necessary to prevent injury (including death) to persons and damage to any property or environment in connection with such activities; and (b) release, defend, indemnify and hold harmless the Buyer from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorney's fees) that may arise in connection with such activities. Without limiting the generality of the foregoing, Seller waives its immunity under any applicable workers' compensation laws for purposes of this Section 7 and assumes potential liability for actions brought by Seller's employees, subcontractors or suppliers of any tier.

7.2 The Seller shall maintain a comprehensive general liability policy which shall provide bodily injury and property damage liability on Seller's operations; owned, non-owned and hired vehicles; on work sublet to others; and on the indemnity agreement set out above. The limits of liability insurance shall not be less than the following.

7.2.1 \$1,000,000 per occurrence for bodily injury liability including sickness, disease or death and \$1,000,000 bodily injury liability for all occurrences (other than automobiles); and

7.2.2 \$1,000,000 for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of use thereof caused by one occurrence and \$1,000,000 property damage liability for all occurrences.

7.2.3 (As an alternate to subparagraphs .1 and .2 above, Seller may insure for \$1,000,000 combined single limit protection for both bodily injury and property damage liability per occurrence and \$1,000,000 general aggregate.)

7.2.4 In addition, \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others including loss of use thereof arising out of the operation of automobiles.

7.2.5 In addition, the Seller shall maintain a true umbrella policy which provides excess limits over the primary layer, in an amount not less than \$1,000,000.

7.3 In addition, the Seller shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$250,000/\$500,000.

7.4 The insurance described above shall be in place prior to commencing activities on the Buyer's premises. The Buyer's specification or approval of the coverage's or insurance in this agreement or of their amounts are not limits of liability and shall not relieve or decrease the liability of the Seller.

7.5 Before exposure to loss can occur, the Seller shall furnish the Buyer with Certificates of Insurance as evidence of all insurance required above. All policies and certificates must be signed copies and shall contain a clause agreeing that such insurance cannot be materially altered (i.e., the coverages reduced, the limits decreased, or the additional insureds removed), allowed to

expire or canceled without first giving 45 days written notice by certified mail to the Buyer. The Seller shall furnish to the Buyer copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage or limits.

7.6 If the Buyer is damaged by the failure of the Seller to maintain any of the above insurance to so notify the Buyer, then the Seller shall bear all costs properly attributable thereto.

8. Infringement

8.1 Seller releases and shall defend, indemnify and hold harmless Buyer from all claims, losses, harm, liabilities, damages, costs, expenses (including, but not limited to reasonable attorneys' fees) and royalties related to any claim, action, suit or proceeding involving the Goods or any use or intended use of the Goods, which claim, action, suit or proceeding is based upon infringement (or alleged infringement) of any patent, copyright, mask work, trade secret, trade name or trademark or upon the wrongful use (or alleged wrongful use) of any confidential or proprietary concept, method, process, product, writing, information or other item. Further, if any of the Goods or any use or intended use of the Goods constitutes an infringement of any patent, copyright, mask work, trade secret, trade name or trademark or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Seller shall: (a) procure for Buyer, at no cost to the Buyer, the right to use the infringing item; (b) replace the infringing item with a substantially equal but non-infringing item; or (c) modify the infringing item so that it becomes non-infringing.

9. Compliance with Laws

9.1 Seller shall comply (and shall ensure that the Goods and Seller's subcontractors and suppliers of every tier comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereinafter in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.

10. Changes

10.1 Buyer may from time to time make changes in the requirements of this Contract (including, but not limited to, additions to or deletions from any Goods, changes in quantities, drawings and specifications for the Goods, suspension of performance, changes in schedule and changes in shipment and delivery dates) by giving Seller written notice of such changes. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment in the prices and schedule under this Contract shall be made to reflect such increase or decrease.

11. Termination of Contract

11.1 Buyer may from time to time terminate this Contract as to all or any portion of the Goods not then delivered to and accepted by Buyer by giving Seller written notice of such termination. In the event of any such termination, an equitable adjustment shall be made under this Contract with respect to the terminated Goods for the costs Seller unavoidable incurred as a result of such termination; provided that costs shall in no event exceed the total prices otherwise payable under this Contract for the terminated Goods, less the sum of (a) the estimated costs (plus a reasonable allowance for profit) which would have been incurred by Seller to complete performance with respect to the terminated Goods and (b) the reasonable value of the terminated Goods at the time of such termination.

12. Successors and Assigns

12.1 Seller shall not (by contract, operation of law or otherwise) assign this Contract or any right or interest in this Contract, or delegate performance of any of its duties or obligations under this Contract, without the prior written consent of Buyer. Any such assignment or delegation without Buyer's prior written consent shall be voidable at Buyer's option. Subject to the foregoing restriction on assignment and delegation by Seller, this Contract shall be fully binding upon and enforceable by Seller, Buyer, and their respective successors, assigns and legal representatives.

13. Non-Waiver

13.1 The failure of Buyer to insist upon or enforce strict performance by Seller of any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

14. Applicable Law; Courts

14.1 This Contract shall be interpreted, construed and enforced, in all respects, in accordance with the laws of the state of Washington, without reference to its choice of law principles. Seller shall not commence or prosecute any suit, proceeding, or claim (to enforce the provisions of this Contract, to recover damages of, or default under this Contract or otherwise) arising under or by reason of this Contract, other than in the courts of the state of Washington in Yakima County, or the United States District Court for the Eastern District of Washington at Spokane. Seller irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence.

15. Entire Agreement

15.1 This Contract sets forth the entire agreement and supersedes any and all prior agreements, between Seller and Buyer regarding the Goods. No amendment or modification of any provision of this Contract shall be valid unless set forth in a written instrument signed by both parties. Buyer shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which has been proffered by Seller in any quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless Buyer specifically agrees to such provision in a written instrument signed by Buyer. The rights, remedies and warranties afforded to Buyer pursuant to any provision of this Contract are in addition to and do not in any way limit any other rights, remedies or warranties afforded to Buyer by any other provisions of this Contract, by any of Seller's subcontractors, suppliers of any tier, or by law.

16. Employees

16.1 The Seller shall enforce strict discipline and good order among the Seller's employees and other persons carrying out the Contract. The Seller shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contract price or Contract time, the Buyer may provide written notice requiring the Seller to remove from the site any employee or other person carrying out the Contract the Buyer considers objectionable. If the work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit if he or she has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or 9A.36 but not RCW 46.61--motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction.

16.2 The Seller shall comply with all applicable provisions of RCW 49.28, "Hours of Labor".

16.3 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-62-054 et seq., the Seller shall provide the Buyer copies of and have available at the Project site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Seller at the Project site. Seller shall not be entitled to any additional contract time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

17. Prevailing Wages

17.1 Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of the project on site shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is attached to the executed contract and made a part of the Contract by reference as though fully set forth herein. The Seller shall provide the

respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing Department of Labor and Industries
Address: ESAC Division
PO Box 44540
Olympia, WA 98504
Telephone
Number: (360) 902-5335

17.2 Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

17.3 The Seller shall indemnify and hold the Buyer harmless, including attorneys' fees, from any violation or alleged violation of RCW 39.12 by the Seller or any Subcontractor of any tier.

17.4 The Seller shall provide the certified copies of Statement of Intent to Pay Prevailing Wages and Affidavits of Wages Paid prior to payment of retainage.

18. Statutes

18.1 The Seller shall abide by the provisions of all applicable Washington statutes. Although a number of statutes are referenced in the Contract, it is not meant to be a complete list and should not be relied upon as such.

18.2 Law Against Discrimination. The Seller shall comply with pertinent statutory provisions relating to public works of RCW 49.60.

18.3 Provisions for Aged and Handicapped Persons. Seller shall comply with pertinent statutory provisions relating to public works of RCW 70.92.

18.4 Safety Standards. The Seller shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."

18.5 Unemployment Compensation. Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Seller shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.

18.6 Drug-Free Workplace. The Seller shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

18.7 Tobacco Products. The Board of Directors of the Buyer has established a policy that smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all school district property.

19. Certifications

19.1 The Seller also certifies the following:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION –LOWER TIER COVERED TRANSACTIONS This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110. (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Request for Proposal Grandview School District Leased Lit Fiber/Leased Dark Fiber

Request for Proposals

Section 1: Description of Project

The Grandview School District, hereafter referred to as Applicant, is requesting proposals for leased lit fiber and leased dark fiber services for the district Maintenance Shop. Service is expected to originate at the district hub site and be delivered to the eligible service location. The location details are listed below. The new service is being planned to begin on July 1, 2020. Vendors must present information and costs in a format as specified in this document.

Name: Maintenance Building 2

Entity Number: 17021444

Address: 710 W Wine Country Rd.
Grandview, WA 98930

Section 2: Service Requests

1. Applicant is seeking bids for 2 services. Respondents may bid one, all, or any combination of options. See Section 3 for requirements of each solution.
 - a. The first service is a fully managed, leased lit fiber solution that is billed monthly and includes fiber maintenance as part of this monthly recurring cost.
 - b. The second service is a leased dark fiber solution with a lease that is billed monthly and includes fiber maintenance as part of this monthly recurring cost.
2. Network Design and Construction Routes
 - a. Applicant will consider traditional network designs (such as hub and spoke) or alternative proposals. The applicant's stated decision criteria (outlined in the RFP) will be used to determine if an award is made as a result of this RFP. The applicant has, in accordance with E-Rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.
 - b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to Applicant. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to Applicant and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
 - c. Respondents should clearly illustrate proposed network design and construction routes.
 - d. Applicant is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the termination locations.
3. Special Construction
 - a. In E-Rate terminology, **special construction** refers to the upfront, non-recurring

- costs associated with the installation of new fiber to or between eligible entities.
- i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-Rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
- b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
 - c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.
 - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.
 - ii. For leased dark fiber solutions, equipment required by the Applicant to light the fiber are not considered special construction.
 - d. Special Construction Payment Plan Option
 - i. The applicant requests that the respondents consider allowing Applicant to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the applicant) to be paid in equal annual or monthly installments over one, two, three or four years from Funding Year 2020 to Funding Year 2023. Responses must include agreement or non-agreement of this request.
 - e. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.
 - ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, Applicant will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

Section 3: Solution Specifications

1. Leased Lit Fiber
 - a. Applicant must have dedicated, symmetrical transport bandwidth of 10 Gbps between the designated endpoints.
 - b. Contract requested for a 5-year (60-month) terms of service, with (3) 5-year options.
 - c. Each respondent is required to complete the attached pricing sheet with this RFP.

- i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - ii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
 - d. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:
 - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - ii. 25% frame/packet loss commitment 3ms network latency commitment 4ms network jitter commitment
 - iii. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - iv. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.
- 2. Leased Dark Fiber
 - a. Applicant must have at least (2) strands of singlemode fiber from the hub to the eligible entity location.
 - b. Respondents are free to bid one or all contract options. It is not required to bid all.
 - c. Traditional leases
 - i. Contract requested for 5-year (60 month), with (3) 5-year options
 - ii. Each respondent is required to complete the attached pricing sheet with this RFP.
 - 1. Special construction and monthly recurring cost are **required** to be broken out and listed separately.
 - 2. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - 3. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
 - 4. Traditional leases require fiber maintenance as part of the MRC.

Section 4: Service Level Agreement

- 1. Network operations center: Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.
- 2. Trouble reporting and response: Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the Customer, the Vendor support team will initiate an immediate response to resolve any Customer issue. Customer will receive rapid

- feedback on trouble resolution, including potential resolution time.
3. Escalation: In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.
 4. Resolution: The Customer will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.
 5. Trouble reporting, escalation and resolution: A detailed trouble reporting, escalation and resolution plan will be provided to the district.
 6. Measurement: Time starts from the time the Customer contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.
 7. Reports: Upon request, an incident report will be made available to the Customer within five (5) working days of resolution of the trouble.
 8. Link performance per segment: The service will maintain the proposed link performance throughout the term of the contract.
 9. Historical uptime: Provide aggregate uptime statistics for your proposed service in the geographic area encompassing Applicant.

Section 5: General Terms for All Proposals

1. **Failure to include any requested information noted as required by the respondent is grounds for disqualification.**
2. Mandatory Walkthrough
 - Date: March 3, 2020
 - Location: 710 West Wine Country Rd. Grandview, WA 98930
 - Time: 2 p.m.
 - Note: See attached map
3. Description of Proposal.
 - a. Respondent will provide a description of their proposal for all services and solutions.
 - b. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
4. Timeline
 - a. For each response, respondents must include a project timeline.
 - b. Proposals requiring little to no special construction should be able to bring the site online by the July 1 start of the funding year.
 - c. For solutions requiring special construction, a schedule must be included with an explanation of how this timeline shifts if the date of the E-Rate funding commitment shifts.
5. Demarcation
 - a. All solutions must terminate service or infrastructure in the demarcation point at the address specified in the pricing sheet.
 - b. Solutions bringing service to the property line but not to the demarcation point are not acceptable.
 - c. Respondent must specify specific demarcation setup included in base fees, e.g. wall mounted CPE and CAT6a handoff, rack mount patch panel, etc.

6. Network Diagram

- a. For each response, respondents must include a network diagram displaying the paths to be used to serve each endpoint.
- b. Diagrams must show if circuits are routed through any aggregation hubs, equipment, or third-party facilities between hub site and each endpoint.

7. References

- a. For each response, respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant.
- b. If respondent responds to more than one option (e.g. leased lit fiber service as well as leased dark fiber), provide 3 references for each.
- c. List at least three clients for whom you have provided similar services within the past 3-5 years.

Name	District or Business	Email Address	Phone Number	Project Description

8. E-Rate Program Integrity Assurance (PIA) Review

- a. If their solution is chosen, respondents are required to promptly provide Applicant with any information being requested as part of PIA review.
- b. Vendors may assist applicants with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.
- c. For all responses that include special construction, the respondent agrees to, by submitting its bid, produce all construction labor, construction materials and other cost information requested during PIA review.
- d. All responses must agree, in writing, to this section with a yes or no answer. Answering no or failure to answer at all is grounds for disqualification.**

9. Required Notice to Proceed and Funding Availability

- a. Applicant will follow the purchasing policies of the Applicant Board and requirements and procedures of the FCC’s E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding.
- b. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's’ issuance of a written Notice to Proceed.
- c. E-Rate funding notification alone will not signify Notice to Proceed. The district will have the right to allow the contract to expire without implementation if appropriate funding (including any state matching funds for special construction projects) does not come available.

Section 6: Evaluation Criteria

1. Leased Lit Fiber and Leased Dark Fiber

% Weight	Criteria
40%	E-Rate eligible recurring and one-time circuit cost
5%	Complete bid submission
5%	Proposed solution meets the needs of the district
10%	Service reliability and dedicated infrastructure
30%	Prior Experience and or Local Vendor
5%	E-Rate ineligible recurring or one-time costs
5%	Provider references

2. Criteria Explanation

- a. E-Rate eligible costs: the total cost of ownership for the eligible components of the proposed service. Total cost of ownership takes into account all one-time and recurring costs. Note that E-Rate eligible costs refers to the pre-discount cost of the solution, not the post-discount portion of costs that are the responsibility of the Applicant. This criterion must be the highest weighted per E- Rate program rules.
- b. Complete bid submission: Bids concisely address Applicant’s requirements, as set forth in the RFP, and do not contain a significant amount of corporate boilerplate marketing information.
- c. Proposed solution meets the needs of the district: proposed solution clearly meets Applicant’s requirements and needs.
- d. Service reliability and dedicated infrastructure: Solution provides dedicated infrastructure for Applicant’s service with no shared equipment or routing of traffic through aggregation hubs.
- e. Prior Experience and or Local Vendor: Have provided service to the District in the past and or local service area.
- f. E-Rate ineligible costs: Any costs of the proposed service that are not eligible for E-Rate funding. This does not refer to the post-discount portion of eligible costs that are the responsibility of the Applicant.
- g. Provider references: response included K12 references that were similar in size and scope

Leased Lit/Leased Dark Fiber

PROPOSAL

This project is for a Leased Lit or Leased Dark Fiber Solution for Grandview School District

The District will be applying for Federal Universal Service Funds for this project. This contract is not contingent upon the School District receiving E-Rate funding.

Acknowledgement of most recent addendum received: _____. (addendum number)

Confirm the items below by checking the box:

- Table in section 5.7 is completed and attached to this proposal.
- Meets or exceeds requests for service reliability and dedicated infrastructure outlined in sections 3 and 4
- Hereby Certifies that neither seller, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. **See Section 19.1 Certifications**

Non-Recovering Costs (NRC)

	Leased Lit Fiber	Leased Dark Fiber
Total Installation Cost Before Taxes	\$	\$
Sales Tax	\$	\$
Total Installation Cost	\$	\$
Portion of Total NRC Installation Cost ELIGIBLE For E-Rate Funding	\$	\$
Portion of Total NRC Installation Cost INELIGIBLE For E-Rate Funding	\$	\$

Monthly Recovering Costs (MRC)

	Leased Lit Fiber	Leased Dark Fiber
Monthly Cost Before Taxes	\$	\$
Sales Tax	\$	\$
Additional Taxes and Fees	\$	\$
Total Monthly MRC Cost	\$	\$
Total Monthly MRC Cost ELIGIBLE for E-Rate funding	\$	\$
Total Monthly MRC Cost INELIGIBLE for E-RATE funding	\$	\$

Legal Name of Bidder _____ SPIN # _____

Contact _____

E-Mail Address _____ State Contract# _____

Business Address _____

(City) (State) (Zip Code)

Street Address _____

(City) (State) (Zip Code)

(Phone)

Signature Title Date