

WASHOUGAL SCHOOL DISTRICT

Washougal, Washington

REQUEST FOR PROPOSAL

Fiber Infrastructure Upgrade

RFP WSD-2021-e1

February 12, 2021

Main RFP Document

WASHOUGAL SCHOOL DISTRICT

FIBER INFRASTRUCTURE UPGRADE

RFP WSD-2021-e1

Notice is hereby given that WASHOUGAL SCHOOL DISTRICT, hereinafter referred to as "WSD", will receive sealed proposals, hereinafter referred to as "Proposals", from qualified firms at the

Washougal School District 112-6
Attention: Lester Brown, Director of Communications and Technology
4855 Evergreen Way
Washougal, WA 98671

for **Fiber Infrastructure Upgrade** until 2:00:00pm, March 12, 2021.

Documents, and other information about this RFP, are available on our website at <http://www.washougal.k12.wa.us/technology/>. Interested parties must request drawings from Diane Forbes (diane.forbes@nis.consulting). Please include Lester Brown (les@washougalsd.org) on requests for documents. Each Proposal shall be in accordance with these documents. Please direct any questions concerning this RFP to Diane Forbes, Project Contact, at diane.forbes@nis.consulting.

The work entails installation of the intended implementation of an OS2 single-mode backbone fiber infrastructure at several WSD schools.

WSD has scheduled a mandatory pre-proposal conference for this project starting at 10:00:00am on February 17, 2021. This will occur at the Washougal High School, 1201 39th Street, Washougal, WA 98671.

WSD will not consider Proposals received after the time set for opening (2:00:00pm PDT on March 12, 2021).

WSD reserves the right to postpone the receipt of Proposals, reject any or all Proposals, and to waive any informalities or irregularities in the RFP process.

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WASHOUGAL SCHOOL DISTRICT

Fiber Infrastructure Upgrade

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WASHOUGAL SCHOOL DISTRICT

REQUEST FOR PROPOSAL

Fiber Infrastructure Upgrade

Part 1 — Instructions to Contractors

1.01 **GENERAL INSTRUCTIONS TO CONTRACTORS**

WSD issues this Request for Proposal (RFP) document for the intended implementation of an OS2 single-mode backbone fiber infrastructure at several WSD schools. Implementation will commence on or about July 1, 2021. This work consists of **five** related structured cabling systems: for the fiber optic backbone at four locations and a fiber connection between two contiguous properties; note that WSD itself will furnish all required fiber patch cords. Vendor can choose to propose on any or all of the five discrete projects components.

WSD seeks to achieve a number of objectives via this RFP, including:

- Ensuring a competitive, commercial purchase;
- Obtaining the best value; and
- Obtaining a quality infrastructure that meets WSD's specifications

Please submit Proposals electronically; Proposals shall be emailed to erate@washougalsd.org. WSD will not accept any Proposals that it receives later than exactly 2:00:00pm PDT on March 12, 2021. The email subject line shall bear the name and address of the Contractor, the date of the opening and the following identification as shown:

Fiber Infrastructure Upgrade; RFP WSD-2021-e1:Contractor Name, Due Date

The email shall contain the **Electronic Proposal Information** as described in this document's [Appendix A](#).

It is the sole responsibility of the Contractor to see that WSD receives its Proposal at the designated location by the designated time.

Distribution of this RFP or receipt of any Proposal shall not constitute a commitment by WSD to any or all of the participants. WSD will evaluate each responsive proposal on its merits and in comparison with the other proposals. However, if WSD determines that the submitted packages are not economically beneficial to WSD, or for other business reasons, WSD may, at its sole discretion, request further information, demonstrations, gather information in another way, or do nothing at all.

In addition to our own in-house staff, WSD will work with **NIS** on this RFP to help develop the RFP documents, and review the proposal responses. The team will evaluate the proposals per the evaluation criteria shown on page [14](#).

This RFP's proposal response forms ("PRFs"; see page [15](#)) split the project into the five discrete components described above. The PRFs make it clear how to arrange your cost proposal. WSD may opt to award to one Contractor, but it reserves the right to award to multiple participants if it deems that doing so is in its best interest.

The term of this contract will be a maximum of 12 months, but WSD plans to be aggressive and will almost certainly finish this work well before that end date. The successful Contractor(s) must certify that all of the equipment and services proposed are readily available to the WSD. See [Part 2.02](#) for the project's deadlines and milestones.

1.02 PREPARATION OF PROPOSAL

Contractor must fill in spaces provided on the proposal response forms as detailed in [Appendix A](#). Contractor may provide additional supporting documentation regarding its Proposal; however, the Contractor must complete all proposal forms with detailed pricing information. "See Attached" is not an acceptable response. WSD advises Contractors to provide as much detail as possible in their Proposals. The interested Contractor will bear in full all costs in submitting a Proposal, responding to inquiries, and traveling to WSD to submit, review sites, or discuss the RFP.

1.03 SIGNATURES

The Proposal must be signed in the name of the Contractor and must bear the title and signature of the person duly authorized to sign the Proposal. One clearly marked original copy of the Proposal must bear the original signature of said person.

1.04 WITHDRAWAL OF PROPOSAL

Any Contractor may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Proposals (2:00:00pm PDT on March 12, 2021).

Contractor agrees that it may not withdraw its Proposal nor refuse to accept any contract proffered within 90 days after the Proposal opening.

1.05 INTERPRETATION OF PLANS & DOCUMENTS

If any Contractor contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of the Proposal request, or finds discrepancies in, or omissions from the specifications, that Contractor may submit to the WSD a written request for an interpretation or correction thereof. The Contractor submitting the request will be responsible for its prompt delivery and it must arrive at the WSD not later than exactly 2:00:00pm PDT on March 10, 2021. Requests for interpretation of specifications must be emailed to Diane Forbes, Project Contact, at diane.forbes@nis.consulting with a copy to Lester Brown, Director of Communications and Technology, at les@washougalsd.org.

Should WSD consider it necessary to revise any part of this RFP, an addendum will be made available on its website at <http://www.washougal.k12.wa.us/technology/>. All official clarifications or interpretations of the proposal documents will be by written addenda. Clarification given in any other form, including verbal statements by WSD staff, NIS, or any other party, shall not be considered binding until memorialized by posting at this URL.

Contractors should check <http://www.washougal.k12.wa.us/technology/> for any published addenda prior to submitting a Proposal. Contractors bear the sole responsibility for obtaining and learning of addenda. WSD accepts no responsibility or liability and will provide no accommodation to Contractors that fail to check for addenda and then submit inadequate or incorrect responses.

All such addenda shall become part of the Proposal documents. It is the Contractor's sole responsibility to ensure that it has reviewed any addenda issued. The Contractor must also acknowledge in writing (on the appropriate place on the proposal response form) any addenda issued.

Contractors should not interpret the words "including", "for example", and "such as" as words of limitation.

All deadlines and milestones discussed herein use the then-current Pacific Time for the State of Washington.

1.06 ASSIGNMENT OF CONTRACT

The Contractor shall not assign this contract nor any part thereof, nor any moneys due or to become due thereunder, without the prior written approval of the WSD.

1.07 PROPOSAL QUOTATIONS

Unless otherwise specified, all prices shall be for new equipment FOB WSD, as specified. Prices shall include all shipping, handling, and packaging costs. The cost of instruction and service manuals, where appropriate, shall be included.

1.08 PRODUCT SPECIFICATIONS

Brand names or model numbers used in the specifications are for the purpose of identification and to establish a standard of quality. Contractors may offer alternates/substitutes of like quality, but alternate Proposals must be so labeled. Types, weights, quantities of materials, and methods of installation may not be changed. Any substitutions must, without exception, be manufactured of the same basic materials and meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. Full specifications, cuts, or photos should accompany any alternate Proposals. WSD will have the sole discretion to accept or reject alternates/substitutes and the WSD's decision in the acceptance or rejection of alternates/substitutes will be final.

1.09 UNIT PRICE PROPOSAL

Where a unit price is sought, the quantities stated are approximate only and are subject to reasonable increases or decreases at WSD's discretion. Should the quantities of any of the items be decreased or increased, the Contractor shall furnish the articles at the unit prices submitted in the successful Proposal.

1.10 FIXED PRICE

Proposal prices must remain firm for a period of eighteen (18) months after award of contract. In the event of a general price schedule decrease, Contractor will guarantee to WSD the full benefit at the price reduction for all undelivered orders on the effective date of the decrease and thereafter.

1.11 SAFETY CONDITIONS

All items and equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act (OSHA) and/or the Washington Industrial Safety and Health Act in effect at the time of delivery. It shall be the responsibility of the Contractor to comply with this requirement insofar as compliance is within its control.

1.12 TIME FOR COMPLETION

It is the intention of the WSD to award a contract to the successful Contractor during the month of April 2021. However, note expressly that project work, financial transactions, and invoicing cannot occur until the start of WSD's new fiscal year on July 1, 2021. Contractor should indicate its ability to meet the project's deadlines and milestones (see [Part 2.02](#)) if awarded a contract. Failure of the awarded Contractor to meet requirements in the negotiated timeline will constitute a contract violation and the contract may be subject to termination.

1.13 DELIVERY

Delivery of any equipment or other materials relative to this RFP is to be FOB WSD. The WSD will choose specific delivery locations when placing any orders. No shipping, handling, or storage charges shall apply.

1.14 TERMINATION

In the event that any of the provisions of this contract are violated by the Contractor, the WSD may serve written notice upon the Contractor of its intention to terminate such contract, such notice to contain the reason for such intention to terminate the contract, and unless within ten days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangement for correction be made, the contract shall upon expiration of said (10) days, cease and terminate. In the event of any such termination, the WSD shall immediately serve the notice thereof upon the Contractor in default, and procure all materials or services involved in the contract from other sources and the Contractor shall be liable to the WSD for any excess cost occasioned to the WSD thereby.

1.15 LAW

The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Superior Court, County of Clark, State of Washington.

1.16 TAXES

The WSD is not exempt from Federal excise taxes.

1.17 INDEMNIFICATION

Contractor agrees to indemnify and hold harmless WSD from all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringements, and against any damage, costs, or liability for any injuries to persons or property arising from acts or omissions of the Contractor or the Contractor's agent.

1.18 COMPLIANCE WITH LAWS AND REGULATIONS

All Contractors shall provide merchandise that meets or exceeds all applicable requirements of the Washington Industrial Safety and Health Standard and the State Board of Health Standard for Primary and Secondary Schools.

1.19 DEBARMENT AND SUSPENSION

Contractor certifies by submission of a Proposal that to the best of its knowledge/belief its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. Further, Contractor certifies it is not presently indicted for or has not within a three year period preceding this Proposal 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.

If a Contractor is unable to certify such information, the Contractor shall submit an explanation of why it cannot provide the certification. Such information will be used to determine whether the Proposal shall be deemed responsive.

If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to any other remedies available to the WSD, the WSD may terminate this transaction for default.

If a Contractor becomes debarred or suspended anytime after the RFP has been submitted, it is the responsibility of the Contractor to notify Washougal School District of this change.

1.20 PROTEST PROCEDURE

Any actual or prospective Contractor who is aggrieved in connection with the solicitation or award of this Contract may protest to the WSD in accordance with the procedures set forth herein. Protests based on the Specifications or other terms in this solicitation document, which are apparent prior to the date established for submittal of Proposals, shall be submitted in accordance with [Part 1.05](#) of these terms and conditions. Protests based on other circumstances shall be submitted within five days after the aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered if all Proposals are rejected or if received more than five days after the award of this Contract.

In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the aggrieved person; (2) the contract under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; and (4) the specific ruling or relief requested. The written protest shall be addressed and delivered to: Washougal School District Office, Attn: Lester Brown, 4855 Evergreen Way, Washougal, WA 98671, and shall be clearly labeled "Proposal Protest".

Upon receipt of a written protest, the WSD shall promptly consider the protest. The WSD may give notice of the protest and its basis to other persons, including other Contractors, involved in or affected by the protest. Such other persons may be given an opportunity to submit their views and relevant information. If the protest is not resolved by mutual agreement of the aggrieved person and the WSD, the WSD will promptly issue a decision in writing stating the reasons for the action taken. A copy of the decision will be mailed by certified mail, return receipt

requested, or otherwise promptly furnished to the aggrieved person and any other interested parties. The WSD's decision shall be final and conclusive. If no decision is received within ten (10) days of the WSD's receipt of the protest, it will be deemed rejected.

Failure to comply with these protest procedures will render a protest untimely or inadequate and may result in rejection thereof by the WSD.

1.21 PUBLIC DISCLOSURE

All information contained in the Proposal and any resultant contract is subject to the State of Washington public disclosure laws ([RCW Title 42, Chapter 42.56](#)) and may be subject to reasonable public inspection. The WSD understands that certain technical specifications or other details may be deemed proprietary by the Contractor. In the event that a Contractor desires to claim that portions of its Proposal are exempt from disclosure under the provisions of public disclosure, it is incumbent upon the Contractor to identify those portions in its Proposal. Upon receipt of a properly executed Public Information Request, the WSD will consider a Contractor's request for exemption from disclosure; however, the WSD will not be bound by the assertion that a page or portion of a page contains exempt material. The WSD may notify all Contractors of the Public Information Request and allow a period of time for Contractors to seek injunctive relief from disclosure of their materials. Such relief will be at the expense of the affected Contractor(s) and is available only through a legal negotiation with the requester or via a court-issued injunction barring the WSD from release of the documents.

All Proposals and other material submitted become the property of WSD and may be returned only at WSD's option. WSD reserves the right to use any ideas presented in response to the RFP.

1.22 TIMETABLE

This RFP sets out the suggested timetable in [Part 2, Section 2.02](#). The timetable does not create any legal obligation on WSD to take any action within the timeframes specified.

1.23 LEGAL OFFER

This RFP is an invitation to Contractors to submit a Proposal to WSD. It is not to be construed, interpreted or relied upon, whether expressly or implied, as an offer capable of acceptance. Subject to the terms and conditions of this RFP, no binding contract or other understanding (including quasi-contractual rights, promissory estoppel, quantum meruit, or rights with a similar legal basis) will exist between WSD and a Contractor.

1.24 NO OBLIGATION TO PROCEED

This RFP is for the purposes of the collection of information only, and WSD is under no obligation to proceed with any subject matter of this RFP or any Proposal.

WSD may, at any time, in its sole discretion and without liability to any Contractor or third party:

- Elect to abandon the RFP process;
- Waive informalities;
- Contract in the best interest of WSD;
- Reject any or all Proposals without providing any reasons to any party; and/or
- Accept any Proposals in full or in part.

WSD will not be bound to accept the lowest priced Proposal or any Proposal. In its evaluations, WSD will also consider several additional criteria as outlined in [Part 3](#) of this RFP.

1.25 OWNERSHIP & VALIDITY OF PROPOSAL

Without affecting any intellectual property rights which may exist in a Proposal, all Proposals submitted in response to this RFP will become the property of WSD and will not be returned to Contractors.

Contractors grant WSD an irrevocable, royalty-free license to copy, adapt, or otherwise use its Proposal for the purposes of evaluating and clarifying the Proposal and negotiating and preparing a contract, if applicable.

1.26 PAYMENT

The successful Contractor(s) shall submit invoices for merchandise to Washougal School District Office, Accounts Payable, 4855 Evergreen Way, Washougal, WA 98671. Unless a holiday or other WSD closure alters this schedule, vendor payments occur on net 30 days from receipt of invoice.

WSD will not pay in advance for any products or for incomplete orders.

1.27 CONTRACTOR'S UNDERTAKINGS

By submitting a Proposal, the Contractor represents and warrants to WSD (and it is a condition of WSD's acceptance of that Proposal), that as of the date of the Proposal:

- The Contractor has fully disclosed to WSD in its Proposal all information which could reasonably be regarded as affecting in any way WSD's assessment of the Proposal;
- All information contained in the Proposal is true, accurate, and complete and not misleading in any way;
- No litigation, arbitration or administrative proceeding is presently taking place, pending, or (to the knowledge of the Contractor) threatened against or otherwise involving the Contractor which may cause a material adverse effect on the Contractor's business, assets, or financial condition or upon WSD's reputation if the Proposal is accepted; and
- To the best of its knowledge and belief after making diligent inquiry, no conflict of interest exists or is likely to arise in relation to its participation in this RFP. In the event that a Contractor becomes aware of a conflict of interest, it must immediately notify WSD of that conflict of interest.

1.28 ANTI-COMPETITIVE BEHAVIOR

The Contractor has not and will not seek to influence any decisions made by WSD during the RFP process; whether by offering gifts or gratuities to WSD's employees (including favors in the form of money, merchandise, special personal discounts or any item or benefit providing personal gain or gratification which could be seen as compromising WSD or its employees) or otherwise engage in any collusive or anti-competitive behavior or other practice with another Contractor or any other person.

1.29 PROPOSAL CHANGES OR WITHDRAWALS

All changes and erasures must be made before 2:00:00pm PDT March 12, 2021 and initialed. Contractor may not withdraw its Proposal after the Proposal opening nor prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities, or specifications of this solicitation will be considered without prior District consent.

1.30 INSURANCE

The successful Contractor (the “Contractor”) must meet the following insurance requirements:

- A. Limits of general liability insurance of at least \$2,000,000 per occurrence;
- B. \$3,000,000 aggregate, Combined Single Limit (“CSL”);
- C. Automobile liability of at least \$1,000,000 per accident CSL; and
- D. The ability to name the District as an additional named insured, after the award of a contract.
- E. Liability insurance shall be for the full duration of contract and shall protect the Contractor and the Owner, their agents, representatives, and employees from claims that may arise out of, or result from, the Contractor's operations on this project. Required insurance shall be primary and non-contributing to any insurance possessed or procured by the Owner. Any deductible provision in liability policy shall be the responsibility of the Contractor. Requirements for Contractor's insurance shall apply to the work of the prime contractor and all subcontractors. The Contractor shall have Workers' Compensation Insurance and be current on its payments. Contractor shall submit proof of insurance, license, and bonding in writing to the Washougal School District Office at 1444 SE 5th St, Washougal, WA 98671.

In addition, the Contractor agrees that Contractor and/or Contractor's insurance company shall notify the Washougal School District, Business Manager, in writing, 30 days in advance of the effective date of any reduction in, or cancellation of this policy.

1.31 PREPARATION COSTS

Costs incurred by a Contractor in preparation of its proposal, including travel and personal expenses, may not be charged as an expense of performing the contract. WSD shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

1.32 CONTRACT BONDS

Labor and Material Bonds: The Contractor must submit a 100% labor and materials bond and a 100% performance bond once the WSD Board of Directors has accepted the Proposal and given notice. For contracts under \$35,000, the Contractor may elect to have 50% retained in lieu of the 100% labor and materials bond and 100% performance bond.

1.33 PREVAILING WAGE RATES

The Contractor shall:

- A. Submit to the District an approved “Statement of Intent to Pay Prevailing Wages” for the Contractor and each subcontractor. The statements are to be submitted prior to submission of an “Invoice and Certificate of Payment”.
- B. Pay the Clark County local prevailing wage rates, including any necessary shift differential, for each trade and occupation as established by the Washington State Department of Labor & Industries.
- C. Indicate by the signed statement on each “Invoice and Certification of Payment” that the Prevailing Wages have been paid by the Contractor and each subcontractor.
- D. Upon completion of the contract, file approved “Payroll/Certified Statement” (Form WH-38) for the Contractor and each subcontractor with the District Business office.

The Contractor should use the January 1, 2021 prevailing wage rates. These rates are also available at this URL:

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

For more information, contact: Washington State Department of Labor & Industries
7273 Linderson Way SW
Tumwater, WA 98501
855-545-8163
PW1@Lni.wa.gov

1.34 PRE-PROPOSAL CONFERENCE

As stated above, the mandatory pre-proposal conference will occur at 10:00:00am on February 17, 2021. The pre-proposal conference will occur at the Washougal High School, 1201 39th Street, Washougal, WA 98671. Please plan to meet at the main entrance. WSD may schedule additional pre-proposal conferences if determined to be in the best interest of WSD. If additional pre-proposal conferences are scheduled, WSD will notify those attending the previous conference (as determined by the previous pre-proposal conference sign-in sheet) of the time and date so they may participate.

1.35 E-RATE

Contractor must agree to participation in the Universal Service Support Mechanism for Schools and Libraries commonly known as “E-Rate”. Contractor acknowledges that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. For full details, see [APPENDIX B — E-RATE REQUIREMENTS](#) on page [16](#).

Part 2 – General Information and Summary of Project Work

2.01 ABOUT THE DISTRICT

Washougal School District (WSD) is a public school district in the state of Washington. Currently, WSD serves more than 11,700 students in grades K-12 who reside in the city of Washougal and other parts of Clark County. WSD is committed to providing quality schools to the students and families it serves.

2.02 DEADLINES / MILESTONES

Activity	Date / Time
1. Issue RFP	February 12, 2021
2. Advertise RFP in the Portland Daily Journal of Commerce	February 12, 2021
3. Pre-Proposal Conference	February 17, 2021; 10:00:00am
4. Clarification Questions Due (see Part 1.05)	March 10, 2021; 4:00:00pm
5. Vendor Responses Due	March 12, 2021; 2:00:00pm
6. WSD Team Reviews Vendor Responses	March 12, 2021
7. Select Vendor and Issue Letter of Intent	March 12, 2021
8. WSD and Vendor Negotiate Contract	March 12, 2021—March 12 2021
9. Sign Contract (this date might shift slightly)	March 25, 2021
10. Perform Contract Work	July 1, 2021—June 1, 2022
11. Cabling and Infrastructure Operational (substantial completion)	June 1, 2022; 4:00:00pm
12. Cabling and Infrastructure Operational (final completion)	June 30, 2022; 4:00:00pm

The successful Contractor should assume it must complete portions of the work during off-shift hours (3:30pm to 12:00am). Washougal School District will provide keys, access codes, and alarm instructions (disarming and re-arming) to the successful Contractor.

The proposal response forms (page 15) allow you to specify your off-shift cost differential. See also [Part 1.34](#) for more information regarding prevailing wages and off-shift differential.

2.03 DETAILS OF GOODS AND SERVICES SOUGHT

Washougal School District is seeking Proposals from certified low-voltage contractors for installation of telecommunications cable and infrastructure, specifically:

- OS2 single-mode fiber, as per accompanying drawings
- Fiber enclosures and connectors as needed, per specifications and drawings
- Testing and certification of installed fiber cable
- Fiber patch cords to be supplied by Contractor and installed by Owner, as per documents

The project addresses five Washougal schools; new fiber backbones are required at: Washougal High, Gause Elementary, Hathaway Elementary, Cape Horn-Skye Elementary. A new fiber connection between Washougal High School and Gause Elementary school will also be required.

It is anticipated that the sites will be complete and operational by June 30, 2022.

All active electronics are outside the scope of this project and will be installed by others. However, the Contractor(s) for this project must coordinate its scheduling and testing efforts regarding its telecommunications cable and infrastructure implementation to meet the mutually-agreed upon project deadlines.

Separate 'Division 27' documents detail the communications infrastructure specifications for this project. See **Attachment 1** (page 19) for more information. Similarly, AutoCAD® drawings for each school are available for this project—see **Attachment 2** (page 20).

Part 3 – Evaluation Criteria

Washougal School District will evaluate responses according to the following weighted criteria:

Eligible Cost 50%

i.e., the total cost of installation that is eligible for E-Rate reimbursement:

One-time capital outlays: All cable, patching facilities, bonding and grounding components, construction, installation, mounting, connection, and testing; as built and other documentation; and miscellaneous comments as required to create a complete and operational system as described and detailed in the accompanying specifications and drawings.

Completeness of Plan 25%

The **overall quality of your response:** Attention to detail in quantities and addressing of all aspects of the specifications and drawings.

References 25%

Contractors shall provide a minimum of three references (preferably two of which are within the Washington K-12 education community) that are using (or have used within the past two years) your services for fiber cable infrastructures in an environment with similar size and complexity. The District will attempt to verify the Contractor’s ability to deliver the recommended goods and services.

This review will include your credentials and references to complete this project successfully. The WSD team will award points in this category based on the feedback from those contacts with whom we speak. WSD will also consider its prior experiences, if any, with the Contractor. As part of this effort, WSD will also evaluate the organizational stability and history of the Contractor—the capacity and viability of your organization to support the environment during its entire projected fifteen-year lifespan.

Total 100%

APPENDIX A —PROPOSAL RESPONSE FORMAT

This page provides the specifics regarding how to respond appropriately to this RFP. All valid proposals will contain at least the *three* components described on this page: The **Electronic Proposal Information**, the **Addenda Acknowledgement**, and the **Offer / Signature Page**. Though WSD *requires* these four components, we encourage you to include additional marketing collateral and other persuasive materials.

Use this page as the **Addenda Acknowledgement** and the **Offer / Signature Page**—print a hardcopy, fill it out legibly in longhand using blue or black ink, and sign and date as appropriate at the bottom.

1. Electronic Proposal Information

The RFP includes *three* fill-in-the-blanks Microsoft Office 2007-format documents:

- Proposal Response Form #1** (a Word-based **Company Information** form)
- Proposal Response Form #2** (a Word-based **References** form)
- Proposal Response Form #3** (an Excel-based **Pricing** form)

Note that the Microsoft Office documents themselves contain additional information regarding how to complete the forms.

The completed Microsoft Office documents are your proposal's **Electronic Proposal Information**. Note again that you may additionally send other Proposer-supplied materials to supplement your official **Electronic Proposal Information**.

2. Addenda Acknowledgement

I acknowledge receipt of Addendum #_____ through #_____.

3. Offer / Signature Page

I, the undersigned, hereby certify that I have read and understood this Request for Proposal and all of the other documents pertaining to this information submitted. I certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal is complete and accurate to the best of my knowledge. I understand that if the Washougal School District awards a contract for **Fiber Infrastructure Upgrade** to my firm, it does so in reliance upon the information set forth and commitments made within this proposal.

Legal Firm Name

Firm Representative Name & Title & Email Address

Authorized Signature

Date of Signature

APPENDIX B — E-RATE REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-Rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

o **USF Knowledge**

Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-Rate”).

o **USF Registration**

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCR”).

o **USF Participation**

Vendor shall agree to participate in the E-Rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-Rate Program to ensure that the District receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

o **Lowest Corresponding Price**

The Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-Rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”

- The District is not obligated to ask for the LCP; it must receive it.
- If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
- Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
- There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
- Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
- The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.

o **USF Documentation**

Vendor shall provide to District staff and/or the District’s E-Rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-Rate applications and/or to document transactions eligible for E-Rate support.

o Invoicing Procedures

WSD has elected to use the Billed Entity Applicant Reimbursement (BEAR) method. Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-Rate funding. Vendor must include the following information on all invoices to the District for E-Rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)
- Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor’s letterhead or on a Vendor-generated form
- District’s Billed Entity Number
- District’s Federal Communications Commission Registration Number
- Proper E-Rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)
- Delayed USF Funding Commitment

Vendor understands that, due to circumstances beyond the District’s control, the District may not receive an E-Rate funding commitment by the beginning of the E-Rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

– Retroactive Invoicing

When E-Rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

o USF Audit and Document Retention Requirement

Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor’s services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-Rate audit process that ensures that Vendor complies with all E-Rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District’s 470 and 471
- Ensuring that services or products are not provided to the District without District’s express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-Rate funding year

- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
 - If E-Rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-Rate eligible amounts and reconciliation of that total to the total amount billed
 - If E-Rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
 - Documenting that E-Rate funded services were provided within the allowable contract period and program year
 - Charging proper FRN(s)
 - Ensuring that invoices and USAC forms are submitted to the District in a timely manner
 - Ensuring that USAC forms are filled out completely, accurately and on time
 - Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
 - Maintaining fixed asset list of E-Rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format
- o **Contract Term Modification**
- The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-Rate "program year" or an extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

ATTACHMENT 1 — DIVISION 27 SPECIFICATIONS

This RFP includes separate **Division 27 Specifications** document attachments which provide all of the details regarding the communications infrastructure specifications for this project. In specific, it provides the Division 27 information in the Construction Specifications Institute's Master Format.

The Division 27 sections govern the infrastructure requirements for the low-voltage information transport systems, which include cabling, pathways, termination and testing. Contractors will need to abide by these Division 27 specifications, which reflect the established standards for Washougal School District.

Be sure to carefully consider the associated specification sections shown here when filling out the pricing within **Proposal Response Form #3**.

Division 27 Specifications

270000	COMMUNICATIONS
270500	COMMON RESULTS FOR COMMUNICATIONS
270505	SELECTIVE DEMOLITION FOR COMMUNICATIONS
270513	COMMUNICATIONS SERVICES
270526	GROUNDING AND BONDING FOR COMMUNICATIONS
270528	PATHWAYS FOR COMMUNICATIONS SYSTEMS
270529	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS
270533	CONDUITS AND BACKBOXES FOR COMMUNICATIONS
270553	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS
270800	COMMISSIONING OF COMMUNICATIONS SYSTEMS
271119	COMMUNICATIONS TERMINATIONS BLOCKS AND PATCH PANELS
271513	COMMUNICATIONS COPPER HORIZONTAL CABLING
271619	COMMUNICATIONS PATCH CORDS AND STATION CORDS

ATTACHMENT 2 — SITE PLAN DRAWINGS

This RFP includes a separate **Site Plan Drawings** document attachment which includes AutoCAD® drawings with details pertinent to the WSD sites. This attachment provides most of the construction and implementation specifics regarding this project. The show all campuses and the relative layout of the buildings. The drawings are to scale and may be used for basic calculations to estimate the cable lengths to be used for the basis of your proposal; however, final footages will be the responsibility of the Contractor, and WSD will not approve any change orders for additional materials as related to the base proposal.

Drawings will be provided to interested bidders upon request. Send requests to Diane Forbes (diane.forbes@NIS.consulting) and cc Lester Brown (les@washougalsd.org).

There are drawings for all schools in the scope of this project:

- Cape Horn-Skye Elementary School
- Gause Elementary School
- Hathaway Elementary School
- Washougal High School