

# Eastmont School District

## **RFP ESD20240126-EJHS-Fiber**

### **Eastmont Junior High School INTERNAL FIBER Network Backbone Deployment**

**Release Date: 26 January, 2024**

**Responses Due: 23 February, 2024**

#### **Introduction**

Eastmont School District (ESD) is requesting proposals from qualified contracted vendor(s) for the following purpose(s):

- Installation and Termination of 24-strand OS2 Single Mode fiber optic backbone cabling

This RFP contains description of services needed, instructions for submitting a proposal, the procedures and criteria by which the contracted provider(s) will be selected and the contractual terms by which the District proposes to govern the relationship between it and the selected provider(s).

Proposals must include special construction pricing for any facility infrastructure adjustments.

#### **Evaluation Criteria**

The District will evaluate all Proposers. Evaluation of the proposals received in compliance with the RFP instructions will be performed for the purpose of selecting Proposer(s) who best meets the needs of the District. The Proposer(s) with the highest scores and meets USAC E- rate guidelines will be selected as the final contracted vendor(s). In evaluating RFP responses, the District will award points to each response up to the maximum points that are listed for each of the following criteria:

- Price of Eligible Services - 30%
- Vendor Qualifications/Experience/Track Record – 25%
- Completeness of Response - 25%
- E-rate Qualifications and References – 20%

Maximum 100 points

## **Fiber LAN Network**

The current Eastmont Junior High School Local Area Network (LAN) is currently an active star Ethernet network with legacy Multi-mode fiber and Single-Mode fiber to 9 IDF locations coming back to the MDF located behind room 820 in EJHS. Once the upgrade is complete the MDF will have a minimum capability of 10 Gbps backbone to each IDF.

The District seeks a **24 Fibers Singlemode 9/125 OS2**, backbone that connects 12 pairs for existing services (Copper data, wireless data, IP cameras, fire and security alarms, VOIP, and any additional service the district wishes to expand to. The selected vendor will terminate the Fiber Network in the MDF and IDF at each location. A map of current MDF/IDF locations to each IDF is available in Appendix 1 (See Appendices).

## **General Information**

The contracted vendor shall provide an executive overview of the RFP response, which includes a brief summary of the contracted vendor's history with the technology proposed, including the products and components that comprise the systems. The contracted vendor should highlight any major features, functions, or areas of support that the contracted vendor feels would bear weight on evaluation.

## **Fiber Map**

The contracted vendor will provide a detailed map of the route the proposed fiber will take to connect the desired site locations. The contracted vendor will be responsible for establishing the actual pathways between the desired site locations if they do not already exist. Any special construction costs that are to be paid by the District for establishing these pathways must be clearly delineated in the submitted proposal.

## **Service Termination**

The contracted vendor must provide a standard terminated fiber connection, patch panel or module into which the District can plug a fiber patch cable (Similar to: Corning Rack Mount 1RU 2 panel Fiber Optic Enclosure CCH-01U) and should propose the recommended fiber patch cable needed (single-mode). The district requires an LC form factor. The fiber splice method must be fusion with a splice, mechanical splices or polished connectors will not be accepted.

## **Inside Building Cable Routing**

Intra-building cable routing shall be performed in accordance with all applicable local building codes. When required, the contracted vendor must coordinate with ESD Technology Staff on a splice location point at the MDF/IDF to transition from any access. The contracted vendor shall make NO penetration of walls, floors, or ceilings without the prior consent of the District.

## **Cable Slack for Repair or Relocation**

A small amount of slack cable (15-20 feet) shall be neatly stored in each MDF in the event that a cable repair or relocation is required.

## **Permits and Prevailing Wage**

Prior to initiating installation, the contracted vendor shall secure any and all permits and permissions as required by the District, the City of East Wenatchee, Douglas County, the State of Washington and any applicable regulatory agency. All costs for Permits, Easements, etc. shall be the vendor's responsibility.

Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of the contract shall be paid less than the "prevailing rate of wage" as determined

by the Industrial Statistician of the Department of Labor and Industries.

### **Site Make Ready Work**

All installation of cabling, pathways, etc., shall be to BICSI specification (Building Industry Consulting Service International) and the design specifications of the District. The provider may not utilize any existing pathways or conduits from the street to the building entrance point unless there is room in the District-owned pathway/conduit for additional fiber media.

During installation the installer will need to remove the legacy fiber to clear space in certain conduits in which those pathways may be reused. It is the District's desire to have all of the legacy fiber and fiber termination panels removed and disposed of.

Overhead access throughout the building is acceptable and encouraged. Examples of an overhead path are currently in place. The contracted vendor is responsible for confirming the location of existing utilities prior to commencing work. The contracted vendor agrees to repair and restore any utilities damaged during construction at their expense.

### **Fiber Testing for LAN Fiber**

Insertion loss testing measuring end-to-end attenuation (including all fiber, splices and connectors) shall be conducted on all the fiber links. Insertion loss testing shall be done in both directions at the operating wavelengths of 1310 nm and 1550 nm. The double-ended loss test methodology shall be used.

#### **Cable Splicing**

- A. All splices must be fusion splices. Splices shall conform to ANSI/TIA/EIA standards.
- B. All fusion splices will have a maximum loss of < 0.05 dB unidirectional loss using 1550 nm optical source, a maximum bi-directional average loss of <0.15 dB using 1550 nm optical source.
- C. Similarly, a maximum loss of < 0.3 dB unidirectional loss using 1310 nm optical source, and a maximum bi-directional average loss of <0.20 dB loss using a 1310 nm optical source, shall be achieved. Testing must use industry standard TIA-472D000-B and Measurement Method FOTP78. Refer to section "Acceptance and Testing" for specific requirements on testing.
- D. Each spliced fiber must be packaged in a heat shrinkable splice protection sleeve with strength member. The protection sleeve must cover the splice with any bare fiber stripped of its coating. The use of RTV or silicone is strictly prohibited.

10Gb minimum/40Gb maximum is the desired transmission scope.

Test results must be permanently recorded and presented in both hard copy and computer-readable format to the District for review. Any fiber link failing to meet the Link Loss Budget standards will be removed and replaced at no cost to the District with an installation that proves through testing to meet the standards. The Fiber Network will not be accepted until all fibers meet the appropriate standards.

The contracted vendor is required to provide documentation of their fiber testing procedures, including referencing procedures for fiber optic testing, prior to testing. This document must list equipment to be used (manufacturer and model number) and the date when it was last calibrated.

#### **Acceptance and Testing**

- A. Any deviation from the original design must be requested by the Contractor and approved by

- Eastmont School District before the work is done.
- B. Deviations to splicing and/or site location terminations must be pre- approved by Eastmont School District and then appropriately documented with red-line drawings and supporting documentation.
  - C. The Contractor(s) is required to test the fiber after installation, including all splicing and termination, after completion. Test the fiber from end to end through any interconnections to ensure that the path is properly installed and that polarization and routing are correct and documented. Out of specification deficiencies identified must be properly corrected per industry standards.
  - D. For each network segment or fiber optic link, including spare fibers, determine whether the optical loss is within the limits permissible under applicable testing industry standards below.
  - E. A link is defined as a continuous segment of fiber between one connector and another connector.
  - F. All links must have their final pigtail splice complete prior to testing.
  - G. The following industry testing standards shall be used to verify proper construction and installation:
    - a. Testing industry standard FOTP-78 (Fiber Optic Test Procedure) will be applied to all fiber splicing and unused fibers within the following parameters using the bidirectional method established by FOTP-78, as follows:
      - i. All fusion splices will have less than 0.05 dB loss using 1550 nm optical source. The test will be bi-directional with no splice loss being greater than 0.05 dB. Since the test is bi- directional, the splice loss refers to the final loss value obtained once the test results are averaged at each splice; none being greater than 0.05 dB.
      - ii. Terminations will have a loss less than 0.4 dB using 1550 nm and 1310 nm optical source. Testing methods will apply industry standard TIA-472D000- B Section 8.2.1 (Telecommunications Industry Association) using Optical Time Domain Reflectometer (OTDR) as the measurement device.
      - iii. No manual calculations of bi-directional averages are allowed.
      - iv. Record and document all splice losses and termination losses and submit them to Eastmont School District for approval.
    - b. Perform OTDR testing which captures optical attenuation on all fibers after post installation. Optical attenuation performance shall meet or exceed standard TIA472D000-B Section 8.1 for single- mode fiber. The maximum optical attenuation loss cannot exceed 0.25 dB/km at 1550 and 0.35 dB/km 1310 nm testing.

### **Special Construction and Non-recurring Cost**

Respondents providing lit fiber proposals which require an upfront payment may include a special construction cost or non-recurring cost. This upfront payment is considered special construction for all new fiber that is being installed.

New fiber special construction charges for any fiber projects as defined by the order include construction, design, engineering and project management.

All E-rate applications including special construction are subject to review and detailed questioning. Respondents should be prepared to promptly provide the following information:

- A map file of the proposed fiber route in pdf or Visio format
- The cost per foot of fiber

- The cost per foot of fiber installation (splicing, pulling through conduit, hanging)
- The cost per foot of materials (conduit, cabling trays or races)
- The cost per foot of outside plant installation if required (trenching, handhole and marker installation, installation of aerial make ready materials)

## **Pricing**

The District will consider awarding bids for anywhere from one (1) to all of each of the above items dependent upon availability of budgeted funds as well as E-rate reimbursement eligibility for each entity. District reserves the right to award to multiple contracted vendors, selecting portions of the Providers' solutions best suitable for District's needs.

contracted vendors shall:

- Provide detailed Special Construction pricing of the site on an item-by-item basis.
- Provide detail on price quotes to include any additional fees, shipping and handling charges and sales tax.
- Submit a proposal that is all inclusive of products and services. The District will not allow increases or markups within the term of an accepted or awarded contract.

Proposals should provide options for change including, but not limited to, increases or decreases in service, removal of sites due to closures or re-organization and/or additions of locations, as deemed necessary by the District. Amendments for service changes must be allowed, and will be co-terminus with the existing contract.

Please submit all pricing with RFP.

## **Service Deployment Schedule**

For each response, respondents must include a construction and installation roadmap timeline for all sites. For cabling and hardware responses, preference is given to responses with a service availability for site by August 1st, 2024. Site access is available June 22th, 2024.

## **Service and Maintenance**

Contracted vendors will provide a proposed Service Level Agreement (SLA) with the fiber and hardware responses.

## **Materials**

The district reserves the right to provide sourcing of materials if costs exceed market value. Cable should meet or exceed the following requirements: **24 Fibers Singlemode 9/125 OS2, LSZH Rated, Single Armored Double Jacket, Indoor/Outdoor Tight-Buffered Distribution Cable.**

## **LAN Equipment**

This proposal is for cabling installation and termination only.

## **Selection Process**

Proposals will be evaluated based upon, but not limited to, related experiences of the respondents, contracted vendor references, and overall proposal content, as outlined.

Proposals will be reviewed by a District RFP team.

The District reserves the right to seek additional information and/or clarification from any Proposer, the right to reject any and all responses received with or without cause, the right to negotiate all final terms and conditions of any agreement entered into with any Proposer that submits a response and also to waive any irregularities or informality if deemed to be in the best interest of the District.

## **References**

Please submit at least two (2) references of recent work, within the past 3 years, with organizations of similar size and located within the state of Washington. Reference information must include: entity name; address; phone number; and name of contact person.

## **E-Rate Requirements**

It is the intention of ESD to apply for universal service support under the Schools and Libraries support mechanism (E-rate program) for the services that are the subject of this RFP.

Any contracted vendor responding to this RFP must be an Eligible Services Provider as defined under the Federal Communication Commission's E-rate program and will be required to submit their assigned SPIN (contracted vendor Identification Number) and FCC Registration Number as part of its response along with a copy of their Form 498— contracted vendor Information Form. If you do not have a SLD SPIN number, or FCC Registration Number, you **MUST** obtain one before you respond to this RFP.

The contracted vendor shall provide, to the District, all the information and documentation that is required by the district to complete a Form 471 with their proposal.

The district plans to use E-rate SPI invoicing for these services at the discount rate indicated on the Funding Commitment Decision Letter (currently 80%).

The contracted vendor shall list charges by site on monthly invoices and shall itemize, price, and invoice separately any materials or services that are ineligible for E- rate funding. contracted vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- o Date of invoice.
- o Date(s) of service.
- o Clear, concise breakdown of discount-eligible charges and non-eligible

charges. Include taxes and fees in the cost breakdown.

- o Invoice to be provided on contracted vendor's letterhead or on a contracted vendor-generated form.

### **Communication/Questions**

Contracted vendors are expected to raise any questions or additional clarifications that they have concerning the RFP document as soon as they become aware of them. Any questions or requests for clarifications must be directed in writing to: [RFP2024@eastmont206.org](mailto:RFP2024@eastmont206.org). The subject line of the email must be labeled "RFP ESD20240126-EJHS-Fiber Question". The only contact allowed with ESD staff is through [RFP2024@eastmont206.org](mailto:RFP2024@eastmont206.org) as stated above. Unauthorized contact of any ESD employee is cause for rejection of the bid.

A scheduled walk-thru of the site will be available on February 5th, 2024 at 8:00 AM for all vendors interested in bidding. Site location is 905 8th St NE East Wenatchee, WA 98802. Meeting location will begin at the Eastmont Junior High School front entrance. **All interested vendors are required to RSVP prior to arriving at the walk-thru by emailing [RFP2024@eastmont206.org](mailto:RFP2024@eastmont206.org). Additionally all vendors are required to attend the walk-thru to qualify for bidding.**

Any additional information or clarifications that are provided to one bidder will be provided to all bidders in the form of an addendum posted to the ESD web site at <https://www.eastmont206.org/departments/technology/erate-information>. Contracted vendors are responsible for checking this site for any addendum that may be issued.

### **Submission of the Response**

All responses must be packaged, sealed, and show the following information on the outside of the package: Respondent's Name and Address; RFP title/number: RFP ESD20240126-EJHS-Fiber Eastmont Junior High School INTERNAL FIBER Network Backbone Deployment and Proposal Due Date: February 23, 2024 @ 2:00 pm.

Respondents must submit (1) signed original, one (1) printed copy, and (1) digital copy in PDF, MS Word, or MS Excel Format accessible on flash drive media or Cloud share. Please clearly mark the set with the original signature as "ORIGINAL" on the cover.

Responses shall be delivered to: Eastmont School District, Technology Dept, 800 Eastmont Avenue, East Wenatchee, WA 98802. No faxed or emailed responses will be accepted.

Proposals will be accepted no later than 2:00 p.m. Pacific Standard Time, 23 February 2024. Proposals received after this time will not be accepted. Proposals shall be deemed accepted when time stamped in the ESD Business & Finance Department.

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Issue RFP	January 26th, 2024
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Deadline for Submission of Written Questions	February 14, 2024; 5:00 p.m. PST
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Question Responses posted to ESD Website	February 19, 2024; 5:00 p.m. PST
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Proposal Due Date	February 23, 2024; 2:00 p.m. PST
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**RFP ESD20240126-EJHS-Fiber**  
**Eastmont Junior High School INTERNAL FIBER**  
**Network Backbone Deployment**

**PROPOSAL CERTIFICATION:** The signature on this RFP certifies that the contracted vendor has read this Request for Proposal in its entirety, is authorized to bind the contract, and agrees to furnish the requested supplies or services in accordance with this Request for Proposal. All signatures must be in ink.

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME (TYPE OR PRINT) \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

ADDENDUM(s) RECEIVED \_\_\_\_\_

DATE \_\_\_\_\_

# INSTRUCTIONS FOR REQUEST FOR PROPOSAL

**CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.

- 1) **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to Eastmont School District, or any of its officers, authorized agent or official, at reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this contract.
- 2) **CONTRACTOR EMPLOYEES-ACCESS TO CHILDREN:** The contractor is prohibited from employing any person who may have contact with children at public schools during completion of this contract who has pled guilty to or been convicted of crimes listed in R.C.W. 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of this contract.
- 3) **REQUEST FOR PROPOSAL REVIEW:** Carefully review this RFP for defects or objectionable material. RFP comments concerning defects or objectionable material or any questions with regard to this RFP must be made in writing and received by the purchasing authority at least ten (10) days before the RFP opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective RFP, upon which award cannot be made, and the resultant exposure of RFP prices. All questions or requests for clarification must be directed in writing to [RFP2024@eastmont206.org](mailto:RFP2024@eastmont206.org). The subject line of the mail must be labeled “RFP ESD20240126-EJHS-Fiber Eastmont Junior High School INTERNAL FIBER Network Backbone Deployment Question”.

- 4) **SUBMITTING RFPs:**  
All responses must be packaged, sealed, and show the following information on the outside of the package: Respondent’s Name and Address; RFP title/number: RFP ESD20240126-EJHS-Fiber Eastmont Junior High School INTERNAL FIBER Network Backbone Deployment and Proposal Due Date: February 23, 2024 @ 2:00 pm.

Respondents must submit (1) signed original, one (1) printed copy, and (1) digital copy in PDF, MS Word, or MS Excel Format accessible one flash drive media or Cloud share. Please clearly mark the set with the original signature as “ORIGINAL” on the cover.

Responses shall be delivered to: Eastmont School District, Technology Dept, 800 Eastmont Avenue, East Wenatchee, WA 98802. No faxed or emailed responses will be accepted.

- 5) **PRODUCTS:** Unless otherwise specified, all prices shall be for new merchandise. Bidders may bid on any or all items. Prices bid shall include all handling and packaging costs. Prices bid for equipment shall include cost of instruction and services manuals where appropriate. The District reserves the right to accept KCDA and state contract pricing in lieu of a bid.
- 6) **PRICES:** The RFP shall state prices in the units of issue. Prices quoted for commodities and service must be in US funds and include applicable federal duty, brokerage fees, packaging, and transportation costs to the FOB point so that upon completion of the service or transfer of title the commodity can be utilized without further cost. The base monthly price quoted must be exclusive of federal, state and local taxes. Any and all installation & configuration costs, estimated surcharges and taxes should be described and clearly differentiable from monthly recurring costs. Eastmont School District is exempt from Federal Excise Tax. Invoices submitted for payment shall include a separate line for all taxes required by State of Washington law. All pricing has been determined independently, without consultation, communication or agreement with others for the purpose of restricting this RFP.

- 7) **SPECIFICATIONS/ALTERNATIVES AND EQUALS:** The District often uses manufacturer's brand and model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Offerings of alternate quality of features will, at the District's discretion, be considered on an "alternate" basis. Brands of equal specification, quality, performance, and use may be considered on an "equal" basis; however the District reserves the sole right in qualifying an "equal". All RFPs must include complete description and descriptive literature with the RFP document when an "alternate" or "equal" is bid. If the District accepts a bid on an "alternate" or "equal" basis and the Bidder has bid the wrong item, as determined by the District, the Bidder agrees to pick up the item at their expense and refund any payment for the item within 30 days.
- 8) **PUBLIC DISCLOSURE:** Proposers should clearly identify any material that constitutes valuable formulae, designs, drawings, and research data claimed to be exempt from public disclosure RCW 42.17.310, along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary. The District will attempt to give notice to the proposer of any request for disclosure of such information. Failure to label such materials or to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by the submitting supplier of any claim that such materials are, in fact, so exempt.
- 9) **BIDDER'S CERTIFICATION:** By signature on their proposal, bidders certify that: they have read this Request for Proposal in its entirety; are authorized to bind the contracted vendor; and agree to furnish the requested supplies, equipment or services in accordance with this RFP.
- 10) **MISCELLANEOUS:** Illegible RFPs will be rejected. Retain a copy for your records. All RFPs and other materials submitted become the property of Eastmont School District. Public records are open to reasonable inspection by the public.

## ***GENERAL TERMS AND CONDITIONS***

- 1) **AUTHORITY:** This RFP is written in accordance with R.C.W. 28A.335.190 and the applicable policies of Eastmont School District.
- 2) **COMPLIANCE:** In the performance of a contract that results from this RFP the contractor must comply with all federal, state, and court regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and county taxes
- 3) **SUITABLE MATERIALS:** Unless otherwise specified, all materials, supplies or equipment offered in the RFP shall be new, unused, of the latest edition, version, model or crop and of recent manufacture. All products offered shall meet or exceed the applicable requirements of OSHA and WISHA.
- 4) **FIRM OFFER:** For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the date that the FCDL is issued.
- 5) **EXTENSION OF PRICES:** In case of error in the extension of prices in the RFP, the unit prices will govern, in a lot RFP the lot prices shall govern.
- 6) **RFP PREPARATION COSTS:** Eastmont School District is not liable for any costs incurred by the RFP preparation.
- 7) **RFP REJECTION:** Eastmont School District reserves the right to reject any or all RFPs, and to waive informalities or irregularities in any RFP or in the bidding. No faxed, e-mailed, or "postage due" bids will be accepted.

- 8) **ADDENDUMS:** If it is necessary for Eastmont School District to issue an addendum to this RFP it will be promptly posted to the district web site at <https://www.eastmont206.org/departments/technology/erate-information>. All official clarifications or interpretations of the RFP documents will be by written addendum. Clarification given in any other form will be unofficial. It is the bidder's responsibility to be aware of addendum(s) associated with an RFP and to check the web site noted above for any addendum(s) that may be issued.
- 9) **CONTRACT FUNDING:** Bidders are advised that the District anticipates the availability of funds for this RFP. Quantities identified are the *estimated* number of each item needed and will be used in the RFP evaluation process; however, the District reserves the right to increase or decrease actual quantities ordered. Unit pricing must be valid regardless of quantity ordered. Each item may be awarded individually.
- 10) **ASSIGNMENT (RFP):** Assignment of the rights and duties under a contract or Purchase Order resulting from this RFP is not permitted unless authorized in writing by Eastmont School District Technology Department.
- 11) **FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this agreement, if that failure default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the contractor. For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 12) **LATE RFP'S:** Late RFPs are those received after the date and time set for the receipt of the RFPs **AND WILL BE REJECTED.**
- 13) **DEFAULT:** In case of default by the contractor, for any reason whatsoever, Eastmont School District may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 14) **HOLD HARMLESS:** The contractor will indemnify, hold harmless and defend the school district, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.
- 15) **JURISDICTION:** This RFP has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this RFP shall be governed by the laws of the State of Washington, Douglas County, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceedings for the enforcement of this RFP or any provisions thereof, shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in Douglas County, Washington.
- 16) **ORDER DOCUMENTS:** Eastmont School District is not bound by a contracted vendor contract signed by a person who is not specifically authorized to sign for Eastmont School District.
- 17) **BILLING INSTRUCTIONS:** Invoices must be billed to the invoicing address shown on the Purchase Order and not to the Purchasing Department. Eastmont School District will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to Eastmont School District, Accounts Payable Department.

- 18) **COPYRIGHT PROVISIONS:** Unless otherwise provided, all Materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by Eastmont School District. Eastmont School District shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title and interest in Materials, including all intellectual property rights, to Eastmont School District effective from the moment of creation of such Materials. Materials means all terms in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 19) **SAMPLES:** In some cases, samples are requested to be furnished by the Bidder at no charge to the District to determine acceptability of any item. All samples must be labeled with Bidder’s Name, RFP Number and RFP Item Number.
- 20) **RFP CHANGES OR WITHDRAWAL:** All changes and erasures must be made before RFP opening date and time, and initialed. Bidders may not withdraw their RFP after the RFP opening.
- 21) **BID BOND:** A bid bond is not required.
- 22) **PAYMENT and PERFORMANCE BOND:** Prior to entering into the Contract, a Payment and Performance Bond must be provided in the amount equal to the full contracted amount.
- 23) **PREVAILING WAGES:** Pursuant to RCW 39.12, the performance of any worker associated with the contract shall be paid no less than the prevailing wages determined by the Industrial Statistician of the Department of Labor and Industries and all Prevailing Wage laws are followed within the chapter. Prior to entering into the contract, an approved Intent to Pay Prevailing Wages shall be provided to the District.
- 24) **INSURANCE:** The following insurance is required and must be kept in force during the term of the contract. All required insurance must be in place prior to the start of any work. Eastmont School District shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. **Eastmont School District must be named additional insured with endorsement provided.**

#### **Commercial General Liability**

- (a) Written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and
- (b) \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not limited to: blanket contractual, products/completed operations, broad form property damage, explosion, collapse and underground (XCU) if applicable and employer’s liability.

#### **Automobile Liability Insurance**

Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

#### **Professional Liability Insurance**

Limits no less than \$1,000,000.00 per occurrence.

- 25) **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The Contractor shall not use or disclose any information concerning Eastmont School District, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of Eastmont School District, or as required by law, during the term of this contract and beyond.

- 26) **SEVERABILITY:** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.
- 27) **SCHOOL BOARD APPROVAL:** No contract will be issued until approved by the School Board.
- 28) **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form is attached. This form is an integral part of this RFP and must be completely filled in, signed and returned as part of the proposal package in order to be considered as a qualified respondent.

## **POST-BID PROCEDURES**

**AWARDS:** The District seeks qualified contracted vendors and reserves the right to reject any and all RFPs, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional RFPs. Award of the contract(s) will be made on the basis of RFP price and other factors such as:

- a) the ability, capacity, and skill of the contracted vendor to provide the materials and/or services required;
- b) the character, integrity, reputation, judgment, experience, and efficiency of the contracted vendor;
- c) whether the contracted vendor can supply the materials and/or services within the time specified;
- d) the quality of performance of previous materials and/or services; and
- e) the previous and existing compliance by the contracted vendor with laws relating to the contract or services.

The District may use any means necessary to assist in the evaluation of any RFP and to establish the responsibility, qualifications, and financial ability of the contracted vendor to supply materials and/or services to the District's satisfaction within the prescribed time. The District reserves the right to reject the RFP of any contracted vendor who does not pass any such evaluation to the District's satisfaction.

2. **TAXES:** The District is exempt from certain federal taxes. The District is required to remit Washington State Sales Tax for purchases outside of Washington where no sales tax is collected.
3. **DELIVERY:** RFP prices are to be FOB Destination and shipping is to be prepaid and included (by the bidder). All items ordered may not be delivered to the same address within the District. All merchandise is subject to inspection and acceptance by District personnel before final payment.
4. **PACKING LISTS:** Packing lists must accompany all deliveries and include contracted vendor's name, purchase order number, RFP item number, unit of purchase, quantity shipped, and quantity backordered. Packing lists are not considered invoices.
5. **PAYMENT:** Eastmont School District' payment terms are NET 30. Invoices should be reviewed for accuracy to reflect information and pricing as RFP. At the discretion of the District, partial payments will be made for partial deliveries.

**RFP ESD20240126-EJHS-Fiber**  
**Eastmont Junior High School INTERNAL FIBER**  
**Network Backbone Deployment**

FEDERAL DEBARMENT AND SUSPENSION  
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

In submitting the proposal to provide products and/or services as outlined in the Request For Proposal specifications the prospective contracted vendor certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from Federal procurement actions by any Federal Department or Agency. The prospective contracted vendor further agrees by submitting this form that it will inform any and all subcontractors of this requirement and document such notification.

Where the prospective contracted vendor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract or cancellation of purchase orders and personal services agreements.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed:

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Title:

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Firm:

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Address:

---

City & State:

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Date:

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# APPENDICES

Located at: <https://www.eastmont206.org/departments/technology/erate-information>

**RFP ESD20240126-EJHS-Fiber Appendix 1:** MDF/IDF location diagrams are also located in the above link: For more detail or questions, please email [RFP2024@eastmont206.org](mailto:RFP2024@eastmont206.org) with email subject “RFP ESD20240126-EJHS-Fiber”

