

Sweet Home School District

1920 Long Street Sweet Home, OR 97386

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Leased lit / Leased Dark / Fiber Optic Projects /Installation /Support

**Request for Proposal
And Response Document
Date 8-23-2024**

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SWEET HOME SCHOOL DISTRICT - DISTRICT 55

SECTION I - PROPOSAL PRELIMINARIES

PURPOSE AND INTENT

SWEET HOME SCHOOL DISTRICT - DISTRICT 55 ("District") or ("SHSD") seeks a Request for Proposal (RFP) for E-rate Category 1 WAN (Wide Area Network) solution to connect all Elementary schools (4 total) Back to the District Office. We would like to see Leased Lit, Leased Dark and Self-Provisioned (with Maintenance) options. We are looking at options using E-rates Special Construction Program and the Oregon State matching program with a 5 year term that can be renewed. This will all be contingent on receiving funding from E-rate and the State.

Details:

Project starting speed must be 10 Gbps able to scale to 100 Gbps and pricing show for both.

Pricing must include all fees, taxes, installation, maintenance and any other costs.

All proposals must be turn-key solution, with all equipment needed.

Contract must provide details on who will own the fiber, maintain the fiber and provide equipment.

District has the option to use up to 12 strands of fiber from each location.

Sites:

District Office school building located at: 1920 Long St. Sweet Home Oregon 97386

Hawthorne Elementary located at: 3205 Long Street, Sweet Home, OR 97386

Oak Heights Elementary located at: 605 Elm Street, Sweet Home, OR 97386

Foster Elementary located at: 5526 Poplar Street Sweet Home, OR 97386

Holley Elementary located at: 40336 Crawfordville Drive Sweet Home, OR 97386

Date Open 11-04-2024 and close date 01-03-2024

Dear Vendor:

Sweet Home School District 55, 1920 Long Street Sweet Home, OR 97386 invites you to submit bids for:

The installation of fiber optic Connecting all the (4) Elementary Schools back to the District Office.

The enclosed bid forms must be submitted with any other documents to:

Sweet Home School District 55

Technology Dept. Fiber Bid

1920 Long Street Sweet Home, OR 97386

Bids must be received by 01-03-2025. Please Bid this as one project including all cost, taxes and fees.. All vendors are to have a E-rate spin number.

It is the intention of SHSD to award the bids by 01-10-2025. SHSD The SHSD may make investigations as deemed necessary to determine the ability of the bidder to perform the work and bidder shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. SHSD further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the bid, which is in the best interest of the District. Conditional bids will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a bid without any specification of reason for the rejection. If any Sub-contracting is done on any or part of work, it must be noted in along with the name of sub-contracted company who is performing the work. All workers entering and SHSD building will need to have a background check done and fingerprinted if done during School hours.

Public Notice

Notice to Bidders

Sweet Home School District 55 (SHSD) is accepting bids for:

The installation of fiber optic cable to Each of the 4 Elamenary Schools to the District Office

Bids will be accepted until 01-03-2025 at the Sweet Home School District Office.

Direct any questions to Andy Busek (541-367-7634) at andy.busek@sweethome.k12.or.us

Timelines

Legal Ad

Specifications Release

Pre-Bid Vendor Walk Around (12-3-2024)

Bid Opening and Evaluation will begin (12-18-2024)

Bid Approval (01-10-2025)

E-rate Approval ???

Projects start kick off meetings

Project completion target of August 1st

INSTRUCTIONS TO BIDDERS

1. GENERAL

- a. Bids shall be hardcopy, signed and submitted in an envelope properly marked with the title of the bid, and date and time of opening. Unsigned bids will be rejected. Note, this document is your response.
- b. Seal and deliver bid to the Administration Office on or before the time scheduled for the opening. Late bids will not be opened nor considered.
- c. All bids shall be made with full details requested in this RFP.
- d. The Sweet Home School District is not subject to Federal Excise .
- e. Prices quoted shall include all charges for packing, transportation and delivery to the locations designated on the bid specification and installation as called for in the bid specifications.
- f. Correspondence shall be addressed to Andy Busek, Andy.busek@sweethome.k12.or.us
- g. Oral, telephonic, telegraphic, facsimile or electronically transmitted bids will not be accepted.
- h. Bidder must be a USAC E-Rate registered entity.
- i. The SHSD will only have one date and time available for Pre-Bid walk around. That will be 12-3-2024 at 9 AM start at the Sweet Home School District Office.

BIDS, PROPOSALS & QUOTES

The terms “bid”, “proposal” and “quote” may be used interchangeably in this document and shall have the meaning, which is normally given to “proposal”.

E-RATE FUNDING

Contract between the selected provider and “District” must be completed compliant with USAC E-rate as part of the E-rate application process. If the contract is awarded but funding from the USAC E-rate program is denied for any reason, “District” may, at its option, withdraw the award and terminate the contract without cost or penalty.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should a bidder find any claimed discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, bidder shall advise Andy Busek orally, followed by written (FAX, Email attachment or letter) with specification of the claimed problems which must be received during regular working hours at least 10 days before the date set for bid opening so that a written notification can be prepared by any purchasing official, who will issue the necessary clarifications to all prospective bidders by means of addenda.

3. FIRM BID

All bids will be considered to be firm for a period of one year from the date established for the opening of bids.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter or fax received by the district or in person prior to the time and date established for the opening and awarding of bids.

5. INVESTIGATION OF BIDDERS

a. The purchasing official will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service or supplies similar to those included in the bid. The SHSD reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract. The SHSD reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of the institution. Any such decision shall be considered final. All items bid shall be new unless otherwise specified in the requirements.

6. VENDOR APPLICATION AND W-9 FORM

SHSD 55 requires that a current W-9 form be included with your sealed bid. This form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Submit the first page of the form with a signature attached to this document with your response.

7. COMPLIANCE WITH LEGISLATION

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay to all laborers, workmen and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor. Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

9. CONTRACTS

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this Bid.

10. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract (whether or not federal funds are involved) the contractor agrees as follows:

- a. The contractor will not unlawfully discriminate against any employee or applicant for employment because of age, race, creed, color, sex, religion, ancestry, marital status, handicap, military status, unfavorable discharge from military service or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

11. COMPLETION DELIVERY TIME

If delivery time for materials will exceed thirty (30) days after receipt of a purchase order, bidders will state the delivery time by each respective item. All prices must be quoted FOB Destination. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods. The awarded contractor must have all work completed within 90 days of receipt of purchase order for payment unless work was held up by permits needed or granted access delays. In these cases the days delayed waiting shall be added to the 90 days.

12. EVALUATIONS

The SHSD reserves the right to reject any and all bids, to waive any technicalities in the bidding_SHSD will evaluate the bids on the following:

- | | |
|--|------|
| (1) Price | 25% |
| (2) Technical and speed upgradability | 20 % |
| (3) Warranty / experience /references | 20% |
| (4) Bid completion/Quality of Document | 20% |
| (5) Licensed, Bonded and has an E-rate spin number | 15% |

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each bidder shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon their own judgment in making the proposal, and include in its own proposal all sums sufficient to provide all work required by the contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work, which would have been apparent, by examination of the documents and sites. By submitting a proposal, each bidder shall be held to represent that bidder has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

14. PERFORMANCE BONDS - LABOR AND MATERIAL PAYMENT BOND REQUIREMENTS

Within ten days of the date of the Notice of Award, the successful contractor shall enter into a formal contract with SHSD and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract. The contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the contractor by the Prevailing Wage Act, as well as all other duties undertaken pursuant to the contract with the SHSD, and shall indemnify the SHSD from any liability or loss resulting to the SHSD from any failure of the contractor fully to perform each or all of said duties. The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a Surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition).

15. BID SECURITY

A Bid Bond is not required for this project.

16. SCOPE OF WORK

See Attachments 1-3 for the Scope of Work and Materials Requirements for this project.

17. INSURANCE REQUIREMENTS

The contractor shall provide and maintain insurance. Insurance shall not be cancelable without thirty (30) days prior written notice being given to SHSD.

The contractor shall also purchase and maintain such insurance as will protect SHSD from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph. It is MANDATORY within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the insurance agent for SHSD.

18. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, SHSD and its members individually, employees, servants and agents, from and against all claims, actions suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

A. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.

B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:

-Caused in whole or in part by an act, error or omissions by the contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.

-Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.

-Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

19. LATE BIDS

Bids received after the time specified in the Invitation to Bid will not be opened or considered. The method of transmittal of the bid proposal is at the bidder's risk of untimely receipt by the SHSD. The use of SHSD equipment for transmission of bids is prohibited.

20. PAYMENT

Will be made for SHSD portion within 30 days of acceptance of completed project.

21. PERSONNEL

If any person employed on the work site were, in the opinion of the SHSD, intemperate, disorderly, incompetent, willfully negligent or dishonest on the performance of his/her duties, he or she shall be directed by the contractor to cease work and vacate the job site immediately.

22. CANCELLATION

SHSD reserves the right to cancel this contract at any time for reasons of unsatisfactory services.

23. SPECIFICATIONS

All material provided under this contract must be equivalent, meet or exceed the specifications stated in this document.

Attachment 1

Project 1 Fiber optic cable between the District Office and the following:

| | |
|---|---|
| District Office school building located at: | 1920 Long St. Sweet Home Oregon 97386 |
| Hawthorne Elementary located at: | 3205 Long Street, Sweet Home, OR 97386 |
| OaK Heights Elementary located at: | 605 Elm Street, Sweet Home, OR 97386 |
| Foster Elementary located at: | 5526 Poplar Street Sweet Home, OR 97386 |
| Holley Elementary located at: | 40336 Crawfordsville Drive Sweet Home, OR 97386 |

This will be starting at 10 Gbps to start with and upgradable at any time at 100 Gbps.

The vendor is responsible for the accurate design and plan to provide turn-key solution.

The vendor is responsible for all permits required to complete this project.

The fiber is required to be brought into each building's MDF with at least 10' of slack.

