

REQUEST FOR PROPOSAL
("RFP")
for
FIBER NETWORK TO SCHOOLS

RFP 673-2021

GRANTS PASS SCHOOL DISTRICT NO. 7
GRANTS PASS, OREGON

Proposal Deadline: 2:00 pm PDT March 24, 2021

For more information or for clarification contractual issues of the RFP, the contact is Sherry Ely, Director of Business Services, sely@grantspass.k12.or.us. For Technical issues it is Bruce Pinneau, Network Technology Supervisor bpinneau@grantspass.k12.or.us. 725 NE Dean Drive, Grants Pass Oregon 97526

PART I. STATEMENT OF WORK

A. DESCRIPTION OF PROJECT

The purpose of this RFP is to obtain proposals for a fiber Wide Area Network Service between the sites listed below. The district would prefer a 3 to 5 year contract for this service.

This solicitation is part of the District's E-rate process and the successful Vendor must be a registered service provider with the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and must have a valid Service Provider Identification Number (SPIN). Vendors that wish to submit a Proposal and do not have a valid SPIN number, may apply for and receive the number prior to award of Proposal. Acceptance of a contract will constitute agreement by vendor to meet all vendor requirements for the District to successfully process and receive the appropriate E-rate reimbursement.

B. SPECIFICATIONS

1. The proposal must address the following:

- Provision of a Wide Area Network Service over fiber between the schools listed below. Service must provide a minimum Gigabit transfer rate over fiber optic cable to each location. Ideally, the network would be in a star configuration with the District Office as the central hub.
- Locations to be served :
 - Allen Dale Elementary School - 2320 Williams Hwy
 - Lincoln Elementary School - 1132 NE 10th Street
 - Parkside Elementary School - 735 SW Wagner Meadows Drive
 - Redwood Elementary School - 3163 Leonard Road
 - Riverside Elementary School - 1200 SE Harvey Drive
 - Highland Elementary School – 1845 NW Highland Avenue
 - North Middle School - 1725 NW Highland Avenue
 - South Middle School - 350 West Harbeck
 - Gladiola Alternative School / Transportation facility - 1137 S.E. Gladiola
 - Grants Pass High / Admin Office – 725 NE Dean Drive
 - Food Service / Maintenance facility – 909 NE Madrone
 - Josephine County Juvenile Justice – 301 NW F Street
- The network should support VLANs; more specifically, the network should have the ability to pass 802.1QinQ tagged (double tagged) traffic, or otherwise have the ability to forward customers' 802.1q tagged traffic to all sites for the purpose of access to and troubleshooting of said traffic.
- Dark fiber service would be preferred, or as close as possible to dark fiber and still allow for vendor monitoring of the circuits. If not dark fiber, then we need custom configuration or access (for VLAN management and configuration) to the head end switches.
- Detailed commitment to service and repair response times and commitment to minimize downtime of circuit (for example 99% uptime records on existing services).
 - Minimum 4 hour response to repair request.
 - Primary repair respondent must be within a 50 mile radius of the district.
- Proposed operational, maintenance, training and support services plus a detailed list of the responder's responsibilities in each of these areas, including their ability to monitor the network and the quality of the service.
- Implementation schedules and a phase completion chart.
- Term of the contract should be 3 to 5 years.

2. Service start date cannot be before July 1, 2021.
3. All submissions shall include:
 - Initial (one time only) costs, regular monthly costs and fees/taxes, and all other costs to provide the proposed services. If the service will become available in stages, the cost of the service as each stage becomes available.
 - Descriptions of vendor experience with similar fiber projects, technical abilities, financial stability, training, maintenance and support capabilities.
 - A minimum of three references, preferably K-12 or higher education organizations, concerning the company's ability to provide the services being proposed.
 - Vendor's E-rate SPIN number. Vendor must be an approved E-rate vendor to assure eligibility of the services to be provided.

C. ADDITIONAL INFORMATION

1. Each Proposal shall be irrevocable for period of at least ninety (90) days from the Proposal Deadline and each vendor so agrees in submitting a Proposal.

D. SPECIAL TERMS AND CONDITIONS

1. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only goods and workmanship of first quality are to be used. The District intends that vendors will furnish complete information for the Proposal. If any omitted specification results in ambiguity as to material characteristics of the service, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a complete Proposal then the vendor shall seek written request for clarification or change. Failure to make such a request is at the vendor's risk, and the vendor shall be required to provide services meeting the District's needs with regard to any omitted specification for which a clarification or change should reasonably have been sought.

3. RESERVATION OF RIGHTS WITHOUT PREJUDICE

The District reserves the following rights (in the District's sole discretion): to amend the RFP; to extend the deadline for submitting Proposals; to decide whether a Proposal does or does not substantially comply with the requirements of this RFP; to waive any minor irregularity, informality, or nonconformance with this RFP; to reject any Proposal that fails to substantially comply with prescribed RFP requirements and procedures; to cancel the RFP; and/or to award or not award any part or all parts of any Proposal.

PART II
PROPOSAL SUBMITTAL PROCEDURES

A. GENERAL

1. The terms “contractor”, “offeror”, “vendor”, “company” “firm”, or “respondent” shall all refer to the company or individual submitting a Proposal.
2. The District shall not be responsible for any expenses and/or costs incurred by the vendor in submitting their Proposal. Each vendor does solely at that vendor’s own cost and expense.
3. Vendor accepts all risks of late delivery or mis-delivery of the Proposal, regardless of fault.

B. PROPOSAL SUBMITTAL

1. The Proposal submitted shall be signed (where required) by a duly authorized representative of the vendor.
2. Alterations or erasures on the Proposal shall be initialed in ink by a duly authorized representative of the vendor.
3. Only one Proposal per vendor shall be submitted.
4. Vendor shall EMAIL a complete, signed Proposal (as an Adobe PDF file) to Sherry Ely, sely@grantspass.k12.or.us by no later than 2:00 pm PDT on March 24, 2021. The title “Proposal for RFP RFP 673-2021 Fiber Network to Schools” should appear in the subject line of the Email.
5. The District assumes no responsibility for delays caused by any delivery service. Late submissions shall not be accepted and will be automatically disqualified from consideration. All Proposals and any accompanying documentation become the property of the District and will not be returned.
6. With the Proposal, the vendor shall certify to non-collusion practices on the Signature Page included as part of the RFP. The signature page must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount offered in the Proposal.
7. With the Proposal, the vendor shall certify to non-discrimination in employment practices and by submitting a Proposal, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the Federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation and orders.
8. With the Proposal, the vendor shall indicate in their status as a “resident” or “non- resident” on PART V. CERTIFICATIONS, in accordance with ORS 279A.120.

C. PROPOSAL FORMAT

Information should be presented in a clear and concise manner. To provide consistency in the review of the Proposals, firms are requested to prepare their Proposal to be consistent with the following specified format:

1. Title Page. Vendor should identify the title of the Proposal, date of Proposal, name of company, address, telephone number, fax number, Email address and name of the primary contact.
2. A completed (signed in both sections) PART V. CERTIFICATIONS page.
3. A completed (signed) PART VI. SIGNATURE page.
4. A completed (properly filled out) PART III. PROPOSAL FORM.
5. Additional information that will assist District in determining evaluation of the proposed services. The information may include, but not be limited to, confirmation the service will meet specifications listed, confirmation the proposed service is fully compatible with existing equipment, maintenance information, and any services available from Vendor/Reseller related to the purchase of equipment.

D. EVALUATION FACTORS

Proposals will be initially reviewed for completeness and compliance with the requirements of this RFP. Those proposals which are incomplete, which do not meet all requirements of the RFP, or otherwise deemed by District to be “non-responsive” will be rejected. Proposals considered complete, or “responsive”, will be reviewed further to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Vendor may be asked to provide written clarification. Committee will evaluate each responsive Proposal received; rating each responsive Proposal based on the following factors. The importance of each factor will be scored as follows:

<u>FACTOR</u>	<u>POSSIBLE POINTS</u>
Costs	40
Experience and Qualifications of the Respondent	25
Transition/Implementation Plans (minimal downtime and disruption on installation of service)	25
Technical Approach	10
Total Possible Points	100

PART III. PROPOSAL FORM
RFP 673-2021 FIBER NETWORK TO SCHOOLS

1. Please provide Initial Costs, Monthly Costs, and any Other Costs by location.
2. Service Start Date cannot be before 7/1/2021.
3. Please provide your USAC SPIN #: _____

LOCATION	INITIAL/ONE TIME ONLY COSTS (Construction, Activation, etc.)	MONTHLY COSTS	MONTHLY FEES/TAXES	OTHER COSTS (please explain below)
Allen Dale Elementary School, 2320 Williams Hwy, 97527				
Lincoln Elementary School, 1132 NE 10 th Street, 97526				
Parkside Elementary School, 735 SW Wagner Meadows Drive, 97526				
Redwood Elementary School, 3163 Leonard Road, 97527				
Riverside Elementary School, 1200 SE Harvey Drive, 97526				
Highland Elementary School, 1845 NW Highland Avenue, 97526				
North Middle School, 1725 NW Highland Avenue, 97526				
South Middle School, 350 West Harbeck, 97527				
Gladiola Campus / Transportation facility, 1137 SE Gladiola, 97526				
Grants Pass High School / District Administrative Office, 725 NE Dean Drive, 97526				
Food Service and Maintenance facility, 909 NE Madrone, 97526				
Josephine County Juvenile Justice, 301 NW F Street, 97526				
TOTALS				

GRAND TOTAL AMOUNT: _____

PART IV.
TERMS AND CONDITIONS

The Terms and Conditions hereto shall take priority over any other terms and conditions which may be submitted by a vendor pursuant to this RFP. These Terms and Conditions shall be deemed to supersede and replace any conflicting terms and conditions.

1. This District is tax exempt. Goods used hereon are for the exclusive use of this District. Federal Identification No. 93-6000542.
2. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications will be effective without the prior written consent of the District.
3. No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, etc. unless specifically stated herein.
4. No exception to delivery/service start dates shall be allowed unless prior written approval is first obtained from Sherry Ely the Director of Business Services. The District reserves the right to cancel any undelivered portion of this order.
5. Time of delivery is of the essence and the District reserves the right to cancel any undelivered portion of this order for failure by the vendor to deliver on time. Vendor assumes responsibility of delay notwithstanding the cause.
6. All payments to the vendor shall be remitted by mail. The District shall not honor drafts, nor accept goods on a site draft basis. Furthermore, the provisions or monies due under the contract, if any, shall not be assignable.
7. SHIPPING INSTRUCTIONS: Unless otherwise specified herein, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill the District as a separate item on the invoice for said charges. It is also agreed that the District will refuse to accept any C.O.D. shipment.
8. All services, goods or materials purchased herein are subject to the approval of the District. Any rejections of services, goods or materials, whether held by the District or returned, will be at the vendor's risk and expense.
9. All invoices, packing lists, packages, shipping notices, and any other written document affecting the contract, if any, shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the contract, if any, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.
10. The vendor agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods and materials purchased herein, if any. The vendor further agrees to assume all expenses and damages arising from such claims, suits or proceedings.

11. Vendor agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of the contract, if any, shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.
12. The vendor warrants all articles supplied under the contract, if any, to conform to specifications herein, to be fit and sufficient for the purposes manufactured, merchantable, of good material and workmanship, and free from defects.
13. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized.
14. Vendor warrants and represents that all the goods and material contained herein are free and clear of all liens, claims or encumbrances of any kind whatsoever.
15. Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.
16. The vendor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely
17. In the event of a breach by the vendor of any of the provisions of the contract, if any, the District reserves the right to cancel and terminate the contract, if any, forthwith upon giving oral and written notice to the vendor.
18. Vendor agrees to accept for credit, repair or replacement, at no charge, any items received defective by the District or proven defective during the agreed warranty period and period and to be responsible for ALL transportation costs for return thereof to the vendor and, when repaired or replaced, the return thereof to the District.
19. This order will not be accepted if it contains any hazardous materials and arrives without labeling meeting Oregon Administrative Rule 437, Oregon Occupational and Health Division. The shipment must include Material Safety Data Sheets (MSDS).
20. **DEBARMENT CERTIFICATION**
The vendor certifies that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the contract, if any, by any Federal department or agency. If requested by the District, the vendor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the vendor for the contract, if any, shall be incorporated into the contract, if any, by reference.

21. DISPUTE RESOLUTION

21.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between the District and vendor that arises from or relates to the contract, if any, shall be brought and conducted solely and exclusively within the Circuit Court of Josephine County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. VENDOR BY EXECUTION OF THE CONTRACT, IF ANY, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 21.1.

21.2 Governing Law. The contract, if any, shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

PART V.
CERTIFICATIONS
RFP 673-2021 FIBER NETWORK TO SCHOOLS

BOTH SECTIONS MUST BE COMPLETED

NON-DISCRIMINATION CLAUSE

The vendor agrees not to discriminate against any client, employee, or applicant for employment or services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, selection for training, and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Vendor: _____

DBA Name (if applicable): _____

Address: _____

Officer's Signature: _____

Title: _____

RESIDENT CERTIFICATE

Please Check One:

_____ Resident Vendor: Vendor has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this Proposal, has a business address in this state and has stated in this Proposal whether the bidder is a "resident bidder" under ORS279A.120(1)(b).

OR

_____ Non Resident Vendor: Vendor does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Type or Print Officer's Name: _____

PART VI.
SIGNATURE PAGE

RFP 673-2021 FIBER NETWORK TO SCHOOLS

The undersigned proposes to furnish all services as described, for the price(s) stated, and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by District policies and regulations.

The undersigned, by submitting a Proposal, represents that:

- A. The vendor has read and understands the specifications and the Proposal is made in accordance herewith.
- B. The Proposal is based upon the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this RFP may disqualify the vendor as being non-responsive.

The undersigned certifies that the Proposal has been arrived at by the vendor independently and has been submitted without any collusion designed to limit independent responses or competition.

The undersigned Respondent certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this Response:

Addenda: No. _____ to No. _____ inclusive.

We therefore offer and make this Proposal on furnishing the following goods at the prices indicated hereon in fulfillment of the specifications of the District.

Legal Name of Firm: _____

DBA Name (if applicable): _____

Address: _____

Telephone Number: _____ FAX Number: _____

E-Mail: _____ Federal ID Number: _____

URL: _____

Officer's Signature: _____ Date _____

Print Name and Title: _____