



West Ada

SCHOOL DISTRICT

Request(s) Type:

Category One: Internet

470 Number:

RFP: #902102-REBID

RFP Release Date: 1/30/2019

Deadline for Questions: 2/22/2019 10:00 AM MST

Proposal Due By: 2/27/2019 3:00 PM MST

1 General Information

1.1 Purpose

West Ada School District (hereinafter, "District") is seeking a contract with a company (hereinafter, "Respondent") for the following purpose:

- Internet Access

The Northwest Council for Computer Education (hereinafter, "NCCE") has been retained by the District to manage its E-Rate application and to conduct a fair and competitive bid for the products and services outlined in this Request for Proposal (RFP).

This RFP sets forth:

1. The process whereby interested parties may respond.
2. Instructions regarding the required form and content of the Respondents' proposals.
3. The functional and performance criteria for services.

Upon completion of the RFP process, the District may request a contract for services with selected Respondent to provide the requested services. The selected Respondent will be responsible for all design work, procurement of services, installation, and cut-over details including all planning, as-built documentation, maintenance, and training.

Cutover work will need to be carefully scheduled and performed with minimal disruption to the District's operation. Minimal disruption is defined as no more than 2 hours without network access for one or more sites. For proposal purposes, the client anticipates that the most efficient cutover start will be at 5:00 PM. The service(s) must be fully operational by 6:00 AM on the following business day. Time of cutovers will be negotiated at the discretion of the District.

1.2 Reference Number

The reference number for this RFP is #902102-REBID; this number must be referenced on all proposals, correspondences, and documentation related to this RFP.

1.3 Schedule of Events

- RFP Release Date: 1/30/2019
- Deadline for Submission of Questions / Concerns: 2/22/2019 10:00AM MST
- Proposals Due: 2/27/2019 3:00 PM MST
- Evaluation of Submissions: 2/28 - 3/5/2019
- Interviews (if required): 2/28 - 3/5/2019
- Declaration of Apparent Successful Respondent(s): 3/13/2019 (note contract recommendation must be approved by West Ada School District's Board of

Trustees).

Desired implementation of all services:

July 01, 2019

1.4 Communications Regarding RFP

All questions and comments regarding this proposal must be submitted to Eric Chambers at: <https://web1.infinitesource.ca/etegri/paccess.do?pal=VERLVEJIUE0>. Note, that if you do not already have an account with Eteгри, you will be asked to create one.

The deadline for submitting questions is **2/27/2019 3:00 PM MST**. Most questions will be answered within 48 hours or less. Occasionally, additional time will be required to respond accurately. To ensure your questions are answered prior to bid submitting, please submit your questions early. Note that all interested Respondents will have access to all answered questions.

NCCE and the District reserves to the right to not respond to a question if doing so might violate any of the rules or laws governing this procurement process, gives one Respondent an advantage over another, or any other reason that does not impact the integrity of the procurement process.

Attempts to communicate with any other District employee or agent regarding any of the products, services, or ideas represented in this RFP will be viewed as an attempt to circumvent the competitive bidding process and may lead to the disqualification of your bid(s).

2 Scope of Work

2.1 Background

West Ada School District is the largest school district in the State. There are approximately 40,000 students in K - 12 classes, and over 4,000 employees in the District. There is a total of 60 sites in the District that need connectivity services back to the District Service Center. Thirty-four of these sites are elementary schools, 11 are middle schools, and 13 are high schools. Two additional sites are the District Service Center and the Maintenance Department.

Our District Service Center houses most of the administrative functions of the District. It also serves as one of the key hub sites for the District's network. The District also houses core infrastructure at Rocky Mountain High School.

2.2 Information Services

All schools will need Internet access via a Wide Area Network (WAN) in the form of a secure vendor managed Ethernet handoff to each site's broadcast domain.

2.3 Technical Network Information

Internet access is provided to all District sites via a 5GB connection to the internet at the District Service Center located at 1303 E Central Dr. Meridian, ID 83642.

Currently 1GB Ethernet circuits connect the remote sites to a 10GB Ethernet circuit in outer rings. These then connect to a 100GB circuit in an inner ring which includes the District Office. The District currently has a block of 254 continuous public IP addresses. A Cisco firewall sits between the border layer three device and the District Cisco Core Router. The core router provides connectivity to the District's schools and administrative sites.

2.4 Internet Access Service

The District currently has a 5GB Internet Connection. The District is requesting a single 20 GB connection at the District Service Center, 1303 E Central Dr Meridian ID 83642. The District needs to be able to upgrade this connection as demand for Internet access increases. Please include pricing for 20, 40, 80 and 100GB connections.

2.5 Special Construction

In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new infrastructure to or between eligible entities.

Special construction charges eligible for Category One support consist of three components:

- construction of network facilities
- design and engineering
- project management

If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**. This means the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

To the extent that the winning Respondent installs additional strands of fiber for future business ventures, the winning Respondent assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the District in accordance with FCC rules and orders.

If, after the issuance of the FCDL, USAC or the FCC determines that the winning Respondent did not cost allocate those charges associated with the additional strands, The District will not be responsible for reimbursing the winning Respondent and the winning Respondent will assume all responsibilities deemed ineligible by USAC.

All E-rate applications, including special construction, are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the special construction table in the West Ada Fiber RFP Worksheet. Additionally, respondents are encouraged (but not required) to submit the additional information listed under the Special Construction Table in the West Ada Fiber RFP Worksheet that will likely be requested during PIA review. If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested. Please note that vendors may assist the District with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

2.6 Service and Maintenance

The Vendor shall perform its services in a timely and professional manner by qualified maintenance technicians familiar with the services, products, and equipment and their operation.

Throughout the implementation and during the term of all service agreements, including all renewal periods, the Vendor will correct all defects to the extent those defects originate from the acts or omissions of Vendor's products or personnel, at no cost to the District.

The Vendor represents and warrants that it shall maintain the services, and all related equipment in working order twenty-four hours per day, seven days per week, and shall provide emergency telephone numbers where emergency service can be obtained. The vendor will provide a toll-free number for technical service on a 7X24X365 basis. Wait times to reach the vendor's help line will be less than 5 minutes.

If vendor equipment is to be hosted on District property, the vendor will maintain their own equipment that is co-hosted in the West Ada School District. The vendor's equipment will be tagged with circuit/site ID's the vendors name and toll-free contact number. The vendor will provide Uninterruptable Power Supply (UPS) backup power that will provide power to the vendor's equipment to keep it online in case of a power failure for a minimum of 60 minutes time. The vendor will network the UPS equipment to allow the vendor and the District to monitor when the UPS is on battery. The UPS will be configured to send the vendor and the District an alert when the UPS is on battery and when the UPS has returned from an on-battery condition. If the vendor fails to provide this information the District may assess liquidated damages, not as penalty, of 5% per site(s) per month.

2.7 State and Federal Match

The District will be applying for state matching funds to pay for the undiscounted portion of special construction costs.

2.8 Future Directions

The District needs to be able to protect staff and student data as more and more services become IP and cloud based.

Video conferencing is rapidly increasing in usage, as corporations, governments, and educational institutions realize the cost and time savings of not having to travel. Collaboration with other educational institutions, interviews with local media, and Web-based streaming video casts are all ways the District may choose to increase its effectiveness and communicate with its constituency.

Voice telephone service travels over the IP network environment. The technologies of voice, data, and video are rapidly converging on a single network. The District wishes to anticipate these needs and be prepared with adequate network facilities as various applications begin to emerge.

Centralized services are scheduled to be implemented for all sites requiring significantly increased bandwidth in the near future. Examples are: imaging, security cameras, access control, and cloud-based servers.

The District does nightly backups and replication to the second data center at Rocky Mountain High School. Services are provided from both the District Service Center and the second data center at Rocky Mountain High School.

2.9 Design Goals

2.9.1 Flexibility

The District needs flexibility, meaning the need to accommodate for peak level service in addition to normal service levels. Ideally, the District wants unlimited access, when required, but does not wish to pay for unused access when not needed.

For purposes of this RFP, the District is looking for features such as flexible pricing plans, seasonal pricing (ex: reduced rates during summer), and pricing on a per megabit basis.

The District currently seeks a solution that provides internet access from both the District Service Center and Rocky Mountain High School. The proposal should consider future needs and ease with scaling bandwidth as the District continues to add additional schools, students, staff. The solution should prepare for providing future technologies to our staff and students.

2.9.2 Annual Contracts

Requested term is for a period of five (5) years commencing on July 1, 2019 and ending on June 30, 2024. At the end of the term there will be the opportunity for up to five (5) extension periods each of one (1) year in length (initial agreement and extensions not to exceed ten (10) years total) on the same terms and conditions set forth herein upon mutual agreement of the parties.

Upon fulfillment of the agreement, the District reserves the right, upon mutual agreement of the parties, to extend the agreement on a month-to-month basis until a new system is in place.

2.10 System Interface/Bandwidth

For any proposals, the District requires the Internet Service Provider to supply a Fiber solution that would achieve a minimum of 20-GB Internet connection to the District Service Center at 1303 E central Dr Meridian, ID 83642

2.11 Monitoring Interface

Any solution utilizing non-District owned equipment must be able to be monitored by the service provider. Performance monitoring tools are also a requirement for any solution that utilizes service provider offerings and/or equipment. The District requires web access to view the performance and utilization of all site connectivity. The site will provide historic data and trend analysis as well as minimum and peak performance statistics. Below, in 2.13 is the current District site that needs to be connected to the internet. Note: if this access and information is not provided to the District on a per site basis, the District may assess liquidated damages, not as penalty, of 5% per site(s) per month until the issue is resolved to the satisfaction of the District.

2.12 Hardware Requirements

All hardware, software, licensing, installation and training must be included. Solutions must be fully compatible with existing switching/routing infrastructure.

2.13 Service Locations

Fiber will be handed off in the Main Distribution Frame (MDF) at the District Service Center. Please provide cost based on the below speed ranges, utilizing an initial 5-year agreement with additional costs for contract extensions based on 1-15 additional years after the first five-year agreement.

District Service Center: 1303 East Central Drive, Meridian, ID 83642

2.14 Expandability

Expanding bandwidth, considering growth projections at time of install, needs to be simple and inexpensive. Hardware, software, and labor need to be part of any vendor's proposal. The vendor also needs to provide the District maximum bandwidth capabilities with the solution provided. **This Proposal must allow for future increased bandwidth to be added at the proposed cost structure. Scalability is important. Additional bandwidth is considered a major change to the original RFP and does NOT require a new RFP for services.**

2.15 Access Service

The District utilizes Adobe, Microsoft and Google cloud services. Please describe your connection to these services and how you limit hops and latency to these cloud providers. The District prefers a provider that has optimal/direct access to these cloud providers. Please specify the following:

- Exactly how the vendor proposes carrying traffic to the internet
- How the ISP is connected (Any peering agreements, load balancing used, etc.)
- Backup network access, power, etc.
- If dedicated or shared bandwidth is used
- Description of devices used to handoff Ethernet to each site
- Description of services included with the proposal
- UPS power provided by the vendor for their equipment at all site locations. UPS monitoring indicating when a UPS is and is not on battery will be provided by the vendor and notification will be sent to the District.
- Website access for the District to monitor up/down conditions as well as bandwidth utilization reports, current and historical.
- Any connection to both Microsoft and Google cloud services.
- Any special connections to other cloud providers such as AWS.

The District will ask for proof of any claims made by participating vendors

2.16 Address Space

The District currently has a block of 256 contiguous public IP addresses of which 128 addresses are in continuous use. All vendors must indicate the maximum number of public IP address that will be made available to the District. All vendors must provide the District additional contiguous public IP address if the District decides a need has arisen for additional address space.

2.17 Distributed Denial of Services (DDoS)

Though DDoS is not an e-rate eligible item, the District is still interested to know if the vendor has mitigation ability for DDoS attacks. Please describe the mitigation procedure and identify the costs associate with DDoS protection.

2.18 Start of Authority

The District requires Start of Authority for DNS with primary & secondary DNS servers.

2.19 Cabling

The service provider shall provide all copper cabling, fiber cabling, pathways, and spaces (i.e. conduit) to accommodate the fiber and Ethernet equipment necessary to connect the District's WAN to the Internet. The service provider should be able to provide the West Ada School District E-Rate discounts on their bill or through reimbursement. All E-Rate eligible monthly recurring charges for the service and any one-time costs for installation of the wiring or equipment shall be included in the Service Provider's proposal as separate line items. The costs of any ineligible E-Rate components that may be required (such as electrical power) shall be broken out separately. All installation of cabling, pathways, etc. shall be to BICSI (Building Industry Consulting Services, International) specification and the design specifications of West Ada School District. The vendor will agree to review all of the District's cabling and networking standards noting the District prefers to utilize standards already in place. If the vendor is not utilizing the District standards, then the vendor must provide proof of how the cabling and network hardware is equivalent to District standards.

2.20 Service Outage Notification

The vendor will provide notification of any planned service outages at least three business days in advance.

2.21 Service Level Objectives

- Network Availability: 99.9% Note: a 99.9% availability means a maximum downtime per year of 8 hours 46 minutes. Note: the most critical times for the District are 6:00 AM – 10:00 PM Mountain Time, Monday through Friday. With the addition of access control and video monitoring and security cameras the District wants to minimize any interruption of services. All system maintenance will be coordinated ahead of time with the District and be conducted outside critical hours.
- Mean Time to Repair: 4 hours (including local loop)

2.22 General Implementation Requirements

It shall be the responsibility of the Vendor to design, furnish, install, and test all services, including hardware and software, as outlined in this RFP.

The vendor shall provide all supervision, labor, materials, equipment, and testing.

Instrumentation required for the work associated with this RFP. All overtime costs for any phase of the work will be included. Cutover work will need to be carefully scheduled and performed with minimal disruption to the District's operation. Minimal disruption is defined as no more than 2 hours without network access for one or more departments. For

proposal purposes, the client anticipates that the most efficient cutover start will be at 5:00 p.m. The service(s) must be fully operational by 6:00 a.m. on the following business day. Time of cutovers will be negotiated at the discretion of the District.

The Vendor shall secure all permits, inspections, and authorizations required to complete the work associated with this RFP at no additional cost to the District.

2.23 Equipment, Installation, and Operations

The District requests that the respondent provide a quote for an annual operations cost to oversee the technical support of the Internet connection. Include price details for all equipment necessary per 3.4.3 to place the circuits into service at designated bandwidth levels, installation and configuration of equipment, and annual cost to operate the equipment/circuits., The annual operations cost should include provision of:

- Installation and configuration of equipment to put circuits into service
- Network monitoring on a 24x7x365 basis
- Provision of a 24x7x365 phone number in case the District is first to discover outage or service impacting incident
- Creation and communication of service tickets to the District escalation list
- Incident response with timing standards that are in accordance to a respondent provided service level agreement that meets general industry standards
- Other industry standard provisions of broadband service technical support
- Re-provisioning of equipment necessary to put circuits back into service after an outage
- Provision of financial or service credit penalty if this service level agreement is violated.

2.24 Project Specific Questions

- Provide a diagram of the vendor's equipment and how they propose to connect to the West Ada internal network in Visio format.
- Provide a description of the remote management and monitoring capabilities that will be put in place for this service. Provide information on how District technicians may gain access to this system.
- Describe any guaranteed level of bandwidth for the proposed data service.
- Provide a summary of the process that would be used to cut over from the District's existing internet access to the proposed internet access.
- Provide estimated timeline for the transition process for the District leaving its existing Internet access and joining the new provider's Internet access.
- Provide an estimate of Internet Network downtime incurred by the transition process.

- The District requires a timely resolution for service outages. Provide the procedure used in the event of a service outage and any notification service that the vendor can provide to the District.
- Provide the procedures for delivering problem resolution information and problem resolution time frames to the customer.
- Provide escalation procedures for trouble tickets.
- Provide an escalation list for the account team with names, telephone numbers, and email addresses.
- Name of the specific individual who will act as the primary contact for the vendor during proposal evaluation. Must identify the contact's position in the organization, telephone number, fax number, and e-mail address.

3 Contents of Proposal

All proposals must include the following sections:

Brief Agency Background (Required)

No page limit but you are limited to one file (such as a PDF). Please ensure this document includes enough information to determine if your organization has the background and experience to complete this project if selected.

Project-Specific Questions (Required)

No page limit but you are limited to one file (such as a PDF). Please ensure that you answer all questions completely. These questions are outlined in Section 2.8 and Attachment A.

Proposed Contract (Required)

No page limit but you are limited to one file (such as a PDF). Please include a sample contract that outlines all the general terms and conditions associated with this work.

Proposed Service Level Agreement (Required)

No page limit but you are limited to one file (such as a PDF). Please include a sample SLA for review of terms.

Price of Eligible and Ineligible Goods and Services (Required)

No page limit but pricing must be submitted on the attached spreadsheet (Attachment B)

References

The District is specifically interested in the Respondent's experience and responsibility in designing and implementing services that are comparable to the project outlined in this RFP. The Respondent must submit a minimum of five (maximum of ten) relevant references of customers to whom the Respondent provided similar products within the last three (3) years. The District prefers Idaho references, those from districts, and those for projects of similar sizes. The following information is required for each reference:

- Organization's Name
- Organization's Address
- Contact's Name
- Contact's Email Address
- Contact's Phone Number
- Description of Service
- Installation Date

Subcontractor Information

No page limit but you are limited to one file (such as a PDF). Provide a list of subcontractors who will have responsibility for work related to successful accomplishment of this project. Include a brief background on each subcontractor involved, description of the subcontractor's activities, and three references of work similar to that which they will be performing as subcontractor on this project

Affidavit Concerning Alcohol and Drug-Free Workplace (Required)

Must use the form provided as Attachment C.

Idaho/National Sex Offender Registration (Required)

Must use the form provided as Attachment D.

Proposal Guarantees, Performance and Payment Bonds

A surety bond, certified check or cashier's check, made payable to Joint School District No. 2, dba West Ada School District, in the amount of five percent (5%) of the total Proposal, if over \$50,000.00, shall accompany each Proposal. The bond or check of all Proposers will be retained until the award is made to the successful Proposer, a contract is entered into and the Proposer furnishes a 100% Performance Bond and 100% Payment Bond.

Should a Proposer fail to enter into a contract or not furnish the required Performance Bonds within five (5) business days after his proposal has been accepted by the Notice of

Acceptance, his bond guarantee will be forfeited to the District as liquidated damages, not as penalty.

In the event of the successful bidder's failure to execute the contract, this bid surety may be forfeited to Joint School District No. 2 at the sole discretion of the Board of Trustees.

Contract Provisions

In the Appendix of 2 CFR 200 are contract provisions for non-federal entity contracts under federal awards. In addition to other provisions required under this contract, the Federal award must contain certain provisions.

Collusion Statement

Bidder must certify that the bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid or any other person, firm, or corporation to refrain from bidding, and the Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Please see and complete Attachment E

Lobbying Certificate

Per CFR 7.3018-A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over.

Please see and complete Attachment E

Debarment

The Respondent must not be debarred, suspended, proposed for debarment, voluntarily excluded or otherwise declared ineligible to enter a contract with the District by any local, state or federal department or agency. The Respondent agrees to notify the District and the NCCE of any change to this status.

Please see and complete Attachment E

Clean Air and Water

Respondent shall be required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

Energy Efficiency

Respondent shall be required to meet all applicable federal energy conservation and efficiency standards pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201).

4 Submitting a Proposal

Respondents shall provide one signed original, clearly marked as the original, plus three additional printed copies, and an electronic copy (in MS-Word or Portable Document Format PDF) via a thumb drive. All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted. Respondents must verify all content before submission as no corrections will be permitted after the proposals are opened. The proposal must be completely sealed and must include both the printed versions and the electronic copy. Proposals must be delivered to:

West Ada School District
Attn: Purchasing
1303 East Central Drive
Meridian, ID 83642

Please write "RFP #902102-REBID across the seal of the envelope or box.

Respondents are solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline. Proposals received after the above deadline will not be considered and will be returned unopened.

No responsibility will attach to the District or any District employee for the pre-opening of, post opening of, or the failure to open a proposal not properly addressed or identified.

4.1 Respondent Contact

The proposal must include the name of the specific individual who will act as the single point of contact for the Respondent during proposal evaluation. The proposal must identify the contact's position in the organization, telephone number, fax number, and e-mail address.

5 Evaluation Criteria

The District will review all proposals for initial compliance including ensuring all required documents and bond(s) are included. Once basic requirements have been met, the District will evaluate responses according to the scoring rubric provided below. The District may ask the top-ranking Respondents to present and/or demonstrate the service(s) included in their proposal according to the schedule of events outlined above.

Factor	Weight
Price of eligible goods and services	30%
Format and completeness of proposal	10%
Service transition	15%
Service outage and monitoring support	15%
Technical evaluation of proposed services including compatibility with District's equipment and objectives.	25%
References from previous projects	5%
Total	100%

5.1 Non-Responsive Bids

In addition to the criterion listed in Sections Three and Four, the Respondent's bid responses will be deemed non-responsive by the District and will be rejected without further consideration or evaluation if statements *such as* the following are included:

- "This bid does not constitute a binding offer."
- "This bid will be valid only if this offer is selected as a finalist or in the competitive range."
- "The Respondent does not commit or bind itself to any terms and conditions by this submission."
- "This document and all associated documents are non-binding and shall be used for discussion purposes only."
- "This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties."
- A statement of similar intent.

5.2 Rejection of Proposal

The Board of Trustees reserves the right to accept or reject any and/or all proposals, or portions thereof, and waive any informality which is deemed to be in the best interest of the West Ada School District, including but not limited to:

- Rejecting the proposal of a Respondent who has previously failed to perform properly or complete contracts/projects of a similar nature on time.
- Rejecting the proposal of a Respondent who has previously defaulted on any contract with the District
- Rejecting the proposal of a Respondent who has submitted a proposal with conditional provisions
- Rejecting the proposal of a Respondent who is not, in the opinion of the District, in a position to perform the contract; and or all proposals when such reject is in the best interest of the District

6 General Provisions

6.1 Addendum and Other Documents

Any modification of this RFP that results in substantial changes to the Statement of Work will be published in an Addendum to this RFP. This RFP and subsequent addendum, if any, shall be published at the Schools and Libraries Divisions EPC system and posted to the West Ada School District web site. It is the responsibility of the Respondent to ensure they have reviewed the RFP and any addendum prior to submitting a proposal. If the District makes a cardinal change to the originating RFP, Respondents *may* be granted additional time to respond.

6.2 Authorized Signature

Every proposal must be signed by the person or persons legally authorized to bind the Respondent to a contract. Proposals submitted by a third-party agent for equipment or services on behalf of another entity, must include a valid letter of authorization, power of attorney, or other documentation sufficient to certify the agent's authority to bind the Respondent

6.3 Availability of Funds

The District's obligation under this RFP and subsequent contract(s) is contingent upon the availability of funds from which payment for contract purposes can be made including funds from the Federal e-rate program, State matching funds, and the District's general fund.

6.4 Award Rights

The District retains the right to award all or part of the work described in this RFP to one or more Respondents.

6.5 Compliance with Sexual Offender Law

Per Idaho Code 18-8329, the Respondent will prohibit any persons in their employ who are registered or required to register under the sex offender registration act from participation on this project if such participation would require them to enter upon school property. The Idaho/National Sex Offender Registry document must be included in the Respondent's submission.

6.6 Clarifications

The District reserves the right to obtain clarification of any point in the Respondent's response or to obtain additional information necessary to properly evaluate a proposal—if the response otherwise meets the minimum requirements for review as outlined in Sections 4-6 and throughout. Failure of a Respondent to respond to such a request for additional information or clarification may result in rejection of the Respondent's proposal.

The District's retention of this right shall in no way reduce the responsibility of the Respondents to submit complete, accurate and clear proposals.

6.7 Cancellation

The District reserves the right to cancel this RFP and all supporting documents at any time. Cancellation notices shall be posted as addendum in the Schools and Libraries Division EPC system and the West Ada School District website.

6.8 Compliance with Local, State, and Federal Laws

The Respondent must know, understand, and comply with all local ordinances and state and federal rules, regulations, and laws related to the competitive bid process.

6.9 Compliance with Codes and Standards

It shall be the responsibility of the Respondent to identify all regulatory codes and/or agencies having jurisdiction and governing or affecting the execution of this proposal, and to ensure conformance with those codes and agencies. At a minimum, and without limitation, the execution of this RFP, and all acts of the Respondent selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- Federal Communications Commission (FCC)
- Universal Service Administrative Co (USAC)
- Idaho Public Utilities Commission (IPUC)
- Occupational Safety and Health Administration (OSHA)
- Federal, State, City and Ada County laws and regulations

Applicable Regulations of the Idaho Department of Labor and Industrial Services, State and Federal Anti-Discrimination Laws. This list is not exclusive.

6.10 Cooperation with the E-rate Program and Program Integrity Reviews

All E-rate applications, including special construction, are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the special construction table in the West Ada Fiber RFP Worksheet. Additionally, respondents are encouraged (but not required) to submit the additional information listed under the Special Construction Table in the West Ada Fiber RFP Worksheet that will likely be requested during PIA review. If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested. Please note that Respondents may assist the District with preparing funding requests or responding to PIA questions and may speak directly with PIA

reviewers.

6.11 Confidentiality

Proposals received in response to this RFP may be subject to public records requests. It is the responsibility of the Respondent to clearly mark any information that is proprietary or otherwise exempt from federal, state, or local public information requests. (c.f. The Freedom of Information Act, 5. USC § 552 and Idaho Code § 9-337 through 9-350). Marking the entire proposal as “proprietary” may result in the rejection of your proposal.

Any information marked as “proprietary” shall be protected to the best of the District’s ability. However, the decision to release proposals remains with the District. Respondents, by submission of materials marked "Proprietary Information," acknowledges and agrees that the West Ada School District will have no obligation or liability to the Respondent in the event that it should be required to disclose these materials.

All properly submitted proposals will become public record upon approval of the recommended Respondent by the Board of Trustees.

6.12 Conflict of Interest

Potential conflicts of interest shall not automatically result in the rejection of the proposal, but they must be declared with the proposal.

6.13 Cost Allocation and Ineligible Products/Services

The Respondent is responsible for correctly applying cost allocation to otherwise eligible products and services and correctly identifying ineligible products/services on the bid form.

6.14 Cost of Preparing Proposal

All expenses incurred by the Respondent related to the proposal or the selection process will be borne wholly by the Respondent. No claim for reimbursement of time, material, or travel expenses shall be made by the Respondent or their agents against the District, regardless of the results of the selection process.

6.15 Fair Employment Practices

In the performance of this Contract, the Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, disability or national origin. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, condition of disability, national origin or other prohibited reason. Such action shall include, but not be limited to, the following; employment, promotion, 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 Respondent shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Section.

The Respondent will permit access to their records of employment, employment advertisements, application forms, and other pertinent information and records by the Affirmative Action/Title IX Programs Section for the purposes of investigation to ascertain compliance with the Fair Employment Practices Section of the Contract.

6.16 Affirmative Action/Equal Employment Opportunity Employer

The West Ada School District is an Affirmative Action/Equal Employment Opportunity Employer, and in accordance with applicable state and federal law does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United States Code which protect persons against discrimination.

6.17 Default by Respondent

The District shall hold the Respondent responsible for any damage that may be sustained because of failure or neglect to comply with any term or condition listed herein.

If the successful Respondent fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the proposal, the District may, upon 30 day written notice to the firm by certified mail or utilizing electronic mail with delivery confirmation, cancel the Contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Respondent.

6.18 Design Limitations of this RFP

This RFP is intended to represent a functional description and performance criteria for required systems. The Respondent is responsible for the actual system engineering and design activities that shall lead to the final system configuration (c.f. "Cost of Preparing Proposal" above).

6.19 Drug-Free Work Place

Proposers acknowledge that, pursuant to Idaho Code, Section 72-1717, the entire District including all instructional and non-instructional facilities are drug-free environments, including smoking, vaping, and the use of all tobacco products. The Proposer further

acknowledges that they will comply with the code by providing a drug-free workplace program that complies with Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of the of any contract that comes from this RFP and ensure all subcontractors meet the requirements of Idaho Code, section 72-1717(1)(a). Further, the Proposer is required to submit a signed a notarized copy of the document, "Idaho Drug Free Workplace" referenced in Section Three, above.

6.20 E-Rate Eligibility

The District is seeking support for this project through the Schools and Library Division of the Universal Services Administration Company (USAC). Thus, Respondents must:

- Be able a participating E-Rate Respondent and maintain a valid SPIN
- Make themselves thoroughly familiar with all E-Rate rules and regulations.
- Clearly identify costs associated with items and/or services that are not eligible for E-Rate discounts.
- Provide all necessary support and documentation required in the event of an E-Rate Program Integrity Assurance and Audit request.

Please note, any contract that results from this RFP is contingent upon qualifying for reimbursement with USAC/E-rate

6.21 Errors in the Proposal

Respondents are responsible for all errors and omissions in their proposal and any such errors or omissions shall not serve to diminish their obligations to the District.

6.22 Inconsistencies

In the case of inconsistencies or disputes among the Agreement, the District's RFP, and the Respondent's Response to the RFP, the following order of precedence shall prevail in descending order of priority:

4. The Agreement and any written and fully signed amendments thereto.
5. The District's RFP and any written amendments thereto.
6. The Respondent's Response to the RFP and any authorized written amendment or clarifications thereto.

6.23 Incorporation of the RFP and Proposal in the Final Agreement

This RFP and the selected Respondent's/Respondents' response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by reference into the District's contract with the Respondent.

6.24 Independent Contractor

The parties intend that an independent contractor-employer relationship will be created by

their relationship. The District is interested only in the results to be achieved and conduct and control of the work will lie solely with the Respondent. The Respondent is not to be considered an agent or employee of the District for any purpose, and the employees of the Respondent are not entitled to any of the benefits that the District provides for its employees. The Respondent understands that the District does not intend to use the Respondent's services exclusively.

6.25 Mandatory Contract Provisions

Section 3 and 4 of this RFP establishes minimum mandatory contract provisions that must be incorporated in any agreement entered between the District and the Respondent, if awarded the project on this RFP. These mandatory provisions may only be amended at the sole discretion of the District. Additionally, these provisions may be amended if determined to conflict with the applicable tariffs on file with the Idaho Public Utilities Commission or other applicable codes, rules, or regulations on the date of contract execution.

6.26 Proposal Disposition

All materials submitted in response to this RFP shall become the property of the District.

6.27 Registered Sex Offenders

Respondents acknowledges that District's "Registered Sex Offenders" policy prohibits anyone registered or required to register as a sex offender from being present on any school property for any reason, whether before, during or after school hours. Additionally, all proposals must include a signed copy of the document "Idaho/National Sex Offender Registry." The winning respondent agrees to provide District with a list of all employees (first, middle, last name and birth date) assigned to work on District property and will provide updated lists if/when new employees are assigned to the project. Further, you agree to provide lists of all subcontractor employees to the District and will provide updated lists if/when new subcontractor employees are assigned to the project. Please send the list of employees via email to purchasing@westada.org or submit in person to Kim Harp at the District Service Center.

6.28 Reseller Authorization

When applicable, Respondent must be able to produce upon request, evidence of reseller authorization from the hardware and/or software manufacture.

6.29 Right to Waive Irregularities

The District reserves the right to waive minor irregularities that do not otherwise impact the mandatory requirements of this RFP. The District also reserves the right to waive mandatory requirements if all the otherwise responsive proposals failed to meet the requirement and doing so does not materially affect the scope of the project.

6.30 Service Provider Identification Number (SPIN)

Respondent must have a valid SPIN at the time the proposal is submitted and must not be in 'red light' status with the Federal Communications Commission as listed here:

<https://apps.fcc.gov/redlight/login.cfm>

6.31 Severability

If any provision or part of a provision of this Request for Proposal is found invalid, illegal, unenforceable, or in violation of FCC rules, that portion shall be modified or severed from this RFP and the remaining provisions deemed valid and enforceable. In the event of a modification or removal of any provision or part of a provision of this RFP, NCCE shall publish an addendum the Schools and Libraries Division EPC system and the West Ada website.

6.32 Taxes and other fees

West Ada School District is exempt from state and federal sales, income, and excise taxes. These should not be included in your proposal.

6.33 Terms of Validity

Proposal should be valid for a period of 180 days or the date of the FCDL, whichever is greater.

6.34 Use of Subcontractors

The Respondent shall, in all cases, serve as the sole point of contact regarding any subcontracted services, equipment, software, and supplies, and shall ensure that any and all subcontractors comply with the terms of this RFP and subsequent Agreement(s). Responsibility for all work shall be the sole responsibility of the Respondent.

6.35 Respondent Prime Contractor Responsibility

If a Respondent's proposal includes equipment, software, or services to be supplied by entities other than itself, it is mandatory for the proposing Respondent to act as prime contractor for the procurement of all products and services proposed to meet this RFP. The Respondent acting as the prime contractor must be the sole point of contact regarding contract stipulations, including payment of any and all charges resulting from the purchase of the proposed equipment, hardware, software, and/or services. The Respondent acting as the prime contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied by its subcontractor. The prime contractor must be the authorized reseller of all provided equipment and services and ensure that such equipment and services are provided with all warranties. The District may require proof of reseller authorization.

The Respondent, as the Prime Contractor, must possess a valid Idaho Public Works License commensurate with the value of the project at the time the proposal is submitted. Additionally, should the Prime Contractor elect to use a Subcontractor for any portion of the work, the Subcontractor must possess a valid Idaho Public Works License commensurate with the value of the of the Public Works to be performed. Pursuant to Idaho Code 67-2310 any Subcontractors used in performance of a Public Works project in the areas of electrical, HVAC, or plumbing must be named in the submittal documents. Space has been provided for naming Subcontractors on the Price Sheet.

6.36 Withdrawal of Proposal

Any Respondent may withdraw his/her proposal, either in person or by written request by contacting Eric Chambers at echambers@ncce.org, at any time prior to the time set for the submission deadline.

No proposal may be withdrawn or modified after the time set for submission deadline, unless and until the award of the contract is delayed for a period exceeding one hundred and eighty (180) days or the date of the FCDL, whichever is greater.

[Request for withdrawal is in compliance with Idaho Code 54-1904\(c\).](#)

6.37 Idaho Public Works License

Per Idaho Code 54-1902 the successful proposer must, at the time their proposal is submitted, possess a valid Idaho Public Works License at a level commensurate with the value of the project.

6.38 Employment of Residents of Idaho – Wage Scale – Federal Funds

Per Idaho Code Idaho Code 44-1001 all state, county, municipal, and school construction, repair, and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except for procurement authorized in section 67-2808(2), Idaho Code, or where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in such a case employers must give preference to the employment of bona fide Idaho residents in the performance of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged members of the United States armed forces, including airmen, soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

6.39 Required Insurances

Within five (5) days of notification of award (or such other time as designated by Purchasing), the apparent successful Vendor will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There is no provision for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your quote to be declared non-responsive or for your Contract to be canceled.

The successful vendor, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this RFP the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	\$1,000,000 each occurrence \$1,000,000 aggregate
General Liability/Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury	\$1,000,000 each occurrence
Automobile Liability/Property Damage	\$1,000,000 each occurrence
Bodily Injury	\$1,000,000 each occurrence \$1,000,000 aggregate

Vendor shall carry liability and property damage insurance that will protect it and the District from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Vendor shall maintain workers compensation and employer's liability insurance. Vendor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Vendor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

Vendor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the District. All insurance policies and certificates must be signed copies. After work commences, the Vendor will keep in force all required insurance until the Contract is terminated.

Vendor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence for Bodily Injury, Property Damage and Products and Completed Operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.

CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

6.40 Notice of Cancellation or Change

Vendor shall ensure that should any of the above described policies be canceled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the District in accordance with the policy provisions.

6.41 Reporting Provisions Non-Compliance

Vendor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the District, and its schools, officers and employees.

6.42 Waiver of Subrogation

All policies shall contain waivers of subrogation. The Vendor waives all rights against the District and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the District.

6.43 Proposal Guarantees, Performance and Payment Bonds

A surety bond, certified check or cashier's check in the amount of five percent (5%) of the total Proposal, if over \$50,000.00, shall accompany each Proposal. The bond or check of all Proposers will be retained until the award is made to the successful Proposer, a contract is entered into and the Proposer furnishes a 100% Performance Bond and 100% Payment Bond.

Should a Proposer fail to enter into a contract or not furnish the required Performance Bonds within five (5) business days after his proposal has been accepted by the Notice of

Acceptance, his bond guarantee will be forfeited to the District as liquidated damages, not as penalty.

6.44 Hold Harmless Clause

Respondent shall defend, indemnify, and hold harmless the DISTRICT and its governing board, officers, employees and agents from and against any and all demands, debts, liens claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgements, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the District, arising from or connected in any way directly or indirectly or as a consequence-of the acts and omissions of Respondent, its agents, or any person, firm or corporation employed by the Respondent, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, including, but not limited to, its failure to comply with its obligations under this agreement and under the law.

6.45 Assignment by the Respondent

Respondents may not assign or subcontract any portion of its obligation under any contract that may result from their response to this RFP without prior written consent from the District.