



E-RATE 470 Fiber Optic Cable Infrastructure Mukilteo School District

Request for Proposals (RFP) – #2018MSD-RFP

Solicitation to provide a fiber optic network in support of all Mukilteo School District facilities

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**E-RATE 470 REQUEST AND REQUEST FOR PROPOSAL (RFP) FOR:
FIBER OPTIC CABLING INFRASTRUCTURE UPGRADE**

OVERVIEW

Mukilteo School District, hereinafter referred to as “MSD”, is seeking proposals for the upcoming Year (2018) round of E-Rate funding. The E-Rate Year 2018 will commence July 1, 2018 and end June 30, 2019 (or beyond for multiyear contracts).

MSD wishes to compare leased lit fiber and leased dark fiber and is soliciting proposals for such services to include installation of fiber optic cabling and necessary equipment to provide connectivity between and among all of their facilities. Each facility designated in this RFP shall be provided a dedicated point-to-point fiber optic connection capable of an entry level speed of 10Gbps with eventual connectivity speeds limited only by MSD installed edge device at each location.

All work pursuant to this RFP shall be contingent upon funding from the Schools and Libraries Universal Service Administration (E-Rate). In the event of lack of funding, District may, or may not, accept all or parts of the bid proposal, at the discretion of MSD.

All bids must comply with this RFP to be considered. All bidding vendors must be e-rate eligible and file an FCC Form 499A to provide the services requested and provide their SPIN number as part of this RFP. All items are to be bid as shown on accompanying specifications but may exceed minimal specifications. Once bid, no substitutions will be allowed except in the case of updated editions.

Bids should be itemized and all inclusive with any delivery, installation and labor charges. Items that are not e-rate eligible must be clearly separated out from items that are E-Rate eligible.

Bids are expected to be firm quotations and should not be presented as estimates. Any deviations from the bid price accepted by MSD will take an approved change order.

All deliveries are to be made between the hours of 8:00am and 4:00pm, Monday through Friday, except on holidays. All items shall be properly crated or packaged by the supplier to ensure delivery in good condition. All freight and delivery charges shall be paid by the vendor and included in the bid price. The vendor shall, at their own expense, amend and make good any defective or unsatisfactory items.

All vendors must meet or exceed the Vendor Qualifications and provide a Vendor Profile as indicated in this document.

PRE-BID MEETING

A mandatory vendor meeting will be conducted Thursday, February 15th, 2018 at 1:00 PM (PST) for any vendors who wish to bid on this project. The meeting will be at the Mukilteo School District Office, 9401 Sharon Drive, Everett, Washington 98204.

Sign-in will be held at the reception desk in the lobby and will begin 15 minutes prior to start of meeting. Bidders must be signing in by no later than 5 minutes after meeting start time. Any bidders not signing in by that time will be deemed late and not eligible to submit a bid. The District reserves the right to consider unusual or extenuating circumstances.

No proposals will be accepted from vendors who do not attend this mandatory meeting. Vendors should be prepared to take photos, measure distances, and record any other data that may be required for their proposal at this time. If additional pre-bid meetings are scheduled by the district, those attending the previous meeting (as determined by the previous pre-bid meeting sign-in sheet) will be notified of the time and date so they may participate. The additional pre-bid meeting will not be mandatory for those that previously attended unless indicated as such. All site visits will require check-in and check-out at the main office at each facility. Schools will be in session during these times and vendors are requested to be as unobtrusive as possible and refrain from any interaction whatsoever with students. Bidders must notify Debbie Truax truaxd@mukilteo.wednet.edu prior to site visitations.

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PROJECT SCOPE AND SERVICES REQUESTED

Service providers are asked to submit bids on the method(s) they can provide, specifically;

- Option 1 - Leased Lit Fiber Service including required equipment
- Option 2 - Leased Dark Fiber Service including required equipment

OPTION 1: LEASED LIT FIBER SERVICE

- A fully managed, leased lit fiber optic transport system comprised of dedicated digital transmission service providing a unique path between the MSD's District Office and each of the MSD facilities as listed and identified in APPENDIX B.
- Vendor will coordinate with MSD on configuration of the connection.
- Prior to service date vendor will provide end-to-end testing including any fiber extensions.
- Certification of connectivity to:
 - K-20 Network
 - District Office
- One-time special construction may be bid separately from the vendor's proposed monthly recurring cost for the fully managed leased lit service. MSD reserves the right to accept or reject one-time costs on a site-by-site basis without affecting the remainder of the sites.

Lit Service

MSD requires dedicated throughput speeds (upload and download) of 10G with Service Level Agreement (SLA) guarantying such speeds to all specified sites. The solution must be scalable from 10G to 40G with no modification of the fiber installed as a part of this project. Requests for increase in transport speed will be subject to cost of network active electronics only. All respondents must be capable of providing telecommunication services under the Universal Service Support Mechanism.

Lit Service Price Proposal

The Lit Pricing includes pricing for symmetrical service from the District Office to each eligible entity location at a 10G service. Price quotes are requested for 36 and 60 month terms of service with an option to extend an additional 60 months. Prices must include all special construction or non-recurring costs (NRC) required by the vendor to commence service and all monthly recurring costs (MRC). No increased pricing will be allowed during the quoted term.

Service Level Agreement for Lit Fiber

Provide with your response a description of the proposed services and service levels provided with the lit fiber, dark fiber, and operations responses. Provide your proposed Service Level Agreement (SLA) with the response. Your SLA must include a description of how you will meet the following minimum parameters.

- Network Availability: 99.999% network availability of each circuit.
- Frame/packet loss .25% commitment
- 25 ms Network Latency Commitment
- 10 ms Network Jitter Commitment

Certification that you understand there is no right of provider to limit or throttle the capacity of the circuit at any time for any reason.

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OPTION 2: LEASED DARK FIBER

- A leased dark fiber solution that includes special construction, the monthly lease fee, maintenance, and operations for;
 - two dedicated strands of single-mode dark optical fibers connecting the District Office and each of the MSD facilities listed in APPENDIX B and,
 - four dedicated strands of single-mode dark fiber to those locations identified in APPENDIX B.
- Vendor will coordinate with MSD on placement of equipment and configuration of the connection.
- Prior to service date vendor will provide end-to-end testing including any fiber extensions.
- Certification of connectivity to K-20 Network and District resources.
- One-time special construction costs can be bid separately from the monthly lease fee if applicable.
- Maintenance and operations fees can be included in the monthly lease fee.

Leased Dark Fiber

Respondents are asked to quote a leased dark fiber network solution connecting the District Office to the eligible service locations. This solution must include an indefeasible right of use (IRU) that runs concurrent with the term of the contract. The price quote should be for a lease for:

- 2 strands of fiber from the District Office to:
 - District Services
 - Casino Road Facility
 - Horizon Elementary School
 - Olivia Park Elementary School
 - Lake Stickney Elementary School
 - Odyssey Elementary School
 - Pathfinder Kindergarten Center
 - ECEAP Facility
 - Serene Lake Elementary School
 - Picnic Point Elementary
 - Endeavour Elementary School
- 4 strands of fiber from the District Office to:
 - Olympic View Middle School
 - Kamiak High School
 - Mariner High School

Maintenance for Leased Dark Fiber

MSD requires on-going maintenance of the fiber on all Leased Dark Fiber solutions. Maintenance responses are required as follows:

- All dark fiber responses (leased dark fiber) require maintenance as part of the response. Respondent will be MSD's primary contact for maintenance and response issues regardless of entity performing the maintenance services. It is understood that the fiber optic cable in a leased dark fiber solution may be part of a more comprehensive fiber infrastructure under control of the service provider. The respondent will include only the portion of maintenance that is required to support MSD fiber segments versus overall network maintenance. If the fiber serves multiple customers, MSD reserves the right to audit maintenance costs on an annual basis to verify equity of shared costs on a per strand basis.

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- As part of the maintenance contract for an IRU, the fiber owner (not MSD) must claim responsibility for repairs in the event of a catastrophic cut or relocate.
- As part of the maintenance contract for an IRU describe the process for relocates including assumption of costs.

Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day. Upon notification from MSD of a malfunction relating to the applicable fiber, respondent shall respond to such malfunction within 4 hours and thereafter proceed to correct the malfunction with reasonable diligence.

When pricing maintenance, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection
- Trimming foliage to maintain minimum acceptable clearance between aerial fiber optic cable and all vegetation. This may be contracted to a third party; however, responsibility for this activity to be done shall rest solely with this maintenance contract. All aerial runs installed by this contract are included and shall be inspected not less than quarterly.
- Process for responding to locate services requests
- Policy for make ready, i.e., tape & shape to accommodate other utilities
- Scheduling practices for planned outages
- Handhole inspection and repair
- Handling of unscheduled outages and customer problem reports
- What agreements are in place with applicable utilities and utility contractors for emergency restoration
- Repair and/or replacement of damaged infrastructure
- Post repair testing
- Policies for customer notification regarding maintenance

In terms of E-rate, “special construction” includes upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities. Applicants may seek funding for special construction charges in connection with both leased lit fiber and leased dark fiber. Special construction charges eligible for Category One support consist of three components:

- Construction of network facilities
- Design and engineering and
- Project management.

Special construction does not include active electronics or ancillary equipment required to light fiber, nor the on-going services necessary to maintain the fiber. Costs associated with network equipment and maintenance services are eligible for Category One support as separate services, but not as special construction.

Either of the options can include special construction or one-time E-rate eligible non-recurring costs as well as E-rate eligible recurring circuit costs. MSD will perform cost benefit analysis on bids received to determine which, if any, of the lit service or leased dark fiber solutions is acceptable. MSD is solely responsible for determination of the Districts best interest and reserves the right to reject any or all proposals. The specifications related to each solution option are as follows.

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PROPOSAL PRICING

Service providers are requested to provide pricing in the following manner:

- Special Construction one-time charge: Per the Federal Communications Commission's Eligible Service List for funding Year 2018, special construction is comprised of upfront, non-recurring costs of deployment for new or upgraded facilities, design and engineering, project management and construction of network facilities. Please identify the one-time charge for these items, if any.
- Other one-time charges: Please also identify any other onetime installation and/or equipment charges, if any.
- Monthly Recurring Charge: Please identify the monthly recurring charge(s) for service or lease, if applicable, for three, five, ten, and 20 year terms.
- Estimated taxes and surcharges, if applicable.

OBTAINING SPECIFICATIONS

This entire package is available on the MSD web site at:

http://www.mukilteo.wednet.edu/pages/MukilteoSD/DepartmentsAndPrograms/Departments/Business_Services/Procurement_Docs

SUBMISSION TIME AND DATE

Proposals are due by 2:00 p.m., local time on March 5th, 2018. Proposers are cautioned to allow sufficient time for transmission of their submittals.

OPENING OF PROPOSALS

Proposal opening to be 15 minutes after the close time. Only the names of firm submitting a response will be made public. All other information will remain sealed from the public until after evaluation. The opening will be held at the District Office, 9401 Sharon Drive, Mukilteo, Washington 98204.

QUESTIONS

Questions should be addressed, no later than 3:00 pm February 23rd, 2018 to:

Debbie Truax

TruaxD@mukilteo.wednet.edu

Subject Line: RFP #2018MSD-RFP

Questions and Answers will be posted as an addendum on the web sited not later than 12:00 pm February 26th. 2018.

GOALS

- Provide 100% fiber optic based connectivity between District facilities.
- Provide a scalable network infrastructure capable of supporting MSD's future needs.
- Determine the most cost-effective network infrastructure solution to meet the current and future needs of the school district.

E-RATE ELIGIBILITY AND FUNDING DISCLAIMER

Mukilteo School District has opted to consider proposals under Category 1 E-Rate funding. A RFP (this document) *must* be issued along with posting a Form 470, seeking proposals for both lit fiber and dark fiber service. If dark fiber facilities is found to be most cost-effective, E-rate will fund the project beginning in FY 2019.

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If you are the successful Contractor, you will need to file a FCC Form 474 Service Provider Invoice (SPI) to be reimbursed by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the discounted portion of the costs of service. This must take place after USAC has committed to reimburse the discounted portion of the cost of eligible services provided to eligible entities pursuant to one or more FCC Forms 471, *“Description of Services Ordered and Certification Form”*, Mukilteo School District has filed a FCC Form 486, *“Receipt of Service Confirmation and Children's Internet Protection Act and Technology Plan Certification Form”* and has paid the non-discounted portion of the cost for services. The successful contractor must also perform work in a manner that results in completed circuits. Per E-rate rules, self-provisioned fiber must be lit before funding for any work performed may be received from USAC.

MSD may opt to pay vendor directly and submit for reimbursement from the SLD of USAC. In such case, the successful vendor will be required to closely work with MSD accounts payable staff to ensure all forms are filed correctly in a timely manner.

Except as noted in the bid documents, the District expects to receive E-Rate funding for this entire project. Funding is typically granted for a “Funding Year”, specifically, the next Funding Year begins July 1, 2018 and continues through June 30, 2019. While extensions may be granted, SLD may opt to satisfy their portion of the invoicing of this project only through the end of the current Funding Year. As such, E-Rate funding for this project may be terminated prior to completion pending extension or renewal efforts on behalf of Mukilteo School District. In the event an extension is not granted, the project will end in place.

Due to this potential cessation of E-Rate funding it is imperative that the successful contractor maintain exacting control of the project expenditures and invoice with precise amounts to make sure all current activities are covered. Work ahead with the expectation of payment beyond the current Funding Year may result in non-payment by SLD or Mukilteo School District.

WAN MIGRATION STRATEGY

Any new fiber optic cable and all associated infrastructure as detailed in this RFP will be in addition to existing connections. System outages will not be permitted rather, each of the project sites shall remain fully operational throughout the project duration. Only after complete installation and operational testing will MSD undertake the dismantling of the current network environment and cancel circuits providing connectivity.

VENDOR QUALIFICATIONS AND CONTRACTOR REQUIREMENTS

- It is understood that, except as otherwise specifically stated in this RFP, the Vendor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by the Vendor.
- Be a registered service provider with the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC), have a Service Provider Identification Number (SPIN) and comply with all SLD service provider requirements.
- In the event of questions during the E-Rate audit process, the selected bidder is expected to reply within three (3) days to questions associated with that bidder's proposal.
- The vendor will be required to send copies of all forms and invoices to be submitted to SLD to MSD for its records prior to invoicing the SLD.
- Assist MSD in completing the Form 471 Item 21 data.

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- The Form 471 Item 21 data will be constructed per the instructions on the SLD web page. The bidder shall include the appropriate information as Mukilteo School District 6, 9401 Sharon Drive, Everett, WA 98204, BEN#, 145201, the assigned E-Rate FRN # (to be assigned by USAC) for this RFP, and attachment #(s).
- Comply with the competitive bidding requirements of the SLD for Universal Service Fund services and support, along with state and local bid laws.
- Be able to provide at least five references from customers with similar projects.
- Have a minimum of five years of experience in the area of expertise of this RFP.
- Have highly-qualified network engineers and technicians on staff.
- Provide information regarding availability of (on-site) technical support. Vendors must have a maximum travel time of 3 hours to Mukilteo School District and must be available upon request.

Note: Failure to comply with all the above may result in disqualification of the bidder

PROPRIETARY MATERIAL

MSD will attempt to protect legitimate trade secrets of any vendor. Examples of such information would be unpublished descriptions of proprietary aspects of the systems proposed. Any proprietary information contained in the proposal must be designated clearly and should be separately bound and labeled with the words "Proprietary Information." Marking the entire proposal proprietary may result in the rejection of the proposal.

Vendors should be aware that MSD is required by law to make its records available for public inspection, with limited exceptions. It is MSD's belief that this legal obligation would not require the disclosure of proprietary, descriptive literature that contains valuable designs, drawings, or documentation. However, the vendor, by submission of materials marked "Proprietary Information," acknowledges and agrees that MSD will have no obligation or liability to the vendor in the event that either must disclose these materials.

PROPOSAL DISPOSITION

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

SCHEDULE OF EVENTS

Item	Time	Date
Issue RFP		8 February 2018
Pre-Bid	1:00 pm	15 February 2018
Questions due to District	3:00 pm	23 February 2018
Question response(s) to bidders	12:00 pm	26 February 2018
RFP due	2:00 pm	5 March 2018
RFP opening	2:15 pm	5 March 2018
Board Meeting	6:00 pm	12 March 2018
Award Contract	5:00 pm	13 March 2018
Signed Contract	5:00 pm	16 March 2018
Last day of 2017/2018 school year	3:00 pm	20 June 2018
School starts, 2018/2019 school year		5 September 2018

CONTRACTOR RESPONSIBILITY

The selected contractor shall be responsible for:

- Determining the most cost-effective and reliable route for the fiber from termination point A to termination point B. If possible, routes should stay within the public right-of-way. If a longer or more expensive route is chosen for reasons of reliability, the Contractor should document the rationale. The Contractor must describe the route of the fiber, by segment, in detail. Every known impediment to construction or use of the fiber must be clearly documented. In general, fiber must be installed using the most obvious method (aerial, direct buried, underground, etc.). However, if, in the Contractor's judgment, MSD would be better served by using a different method in a specific segment of the route, the Contractor should specify that method and provide a rationale. The Contractor should also take advantage of value engineering opportunities, e.g., "share the trench" or "share the duct" opportunities for part or all of a fiber's route, future risk mitigation to the fiber cable facility, permit or right-of-way issue mitigations, or more efficient approaches to MSD's network design. Any and all engineering fees and make-ready fees must be included in the fixed-price bid.
- While MSD realizes it may be difficult for a prospective Contractor to estimate these cost-effective methods, E-rate filing time constraints do not permit a serial approach (i.e., an initial RFP for route engineering, then a second RFP for installation).
- The sketches accompanying this bid package are diagrammatic. They do not show every component of a complete fiber optic distribution system which may be required to accommodate unique building construction features or materials installed by other trades. The existing routing is to be followed as closely as practical while making necessary adjustments in the placement of cable to facilitate the overall construction of the fiber optic pathway without additional cost to MSD. The right is reserved to make any reasonable changes in prior to roughing-in pathways if such is in the best interest of MSD.
- Installation of optical fiber cabling to existing facilities – all facilities in Attachment A currently have fiber optic connectivity. Where existing pathway is not useable, this contract shall be responsible for all construction required to place fiber between existing utility right-of-way and the existing point of demarcation within each facility. Such construction shall be permitted and completed in a manner that satisfies the Authority Having Jurisdiction. In the event Self Provisioned is selected, Contractor shall provide as-built drawings.
- Shared or contiguous properties may allow economies-of-scale as well as potential joint use with existing pathway where inter-governmental agreements are in place facilitating such use.
- Negotiate on behalf of MSD – Contractor shall be responsible securing all necessary right-of-way and access permits agreements required to complete this project to include space and use agreements with public utilities to secure perpetual and uninterrupted use of necessary poles, crossings, duct and conduit systems, and other such pathway required to place fiber optic cable to each of the facilities referenced in these documents. All such agreements are subject to District approval.
- Facility coordination – Contractor shall be responsible for coordinating access with MSD for all construction activities to take place at the project sites. Contractor shall be responsible for the performance and conduct of all sub-contractors and will assume all fiduciary responsibility for the entire project through closeout and completion activities.
- Safety, security and traffic control – Contractor is responsible for providing necessary construction barriers and safety measures to ensure the safety of all project stakeholders including but not limited to contractor staff, District staff, students, vendors, parents and any other individuals and property that is located on or near project sites.

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- Restoration of site – Contractor shall restore all landscape, roadways, and hard surfaces with like materials and match the adjacent surface style and texture. Telecommunications rooms and other impacted areas shall be restored in the same manner, so that each of the surfaces shall be as if it had been prior to construction activities subject to MSD approval.
- District and public access – every effort shall be made to provide unfettered access for MSD staff and general public to each location identified in this RFP. This includes access to each of the buildings and access to each of the vehicle roadways where trenching and other barriers may occur. Provide cones, caution tape, and other safety barriers as required.
- Construction update meetings – Contractor’s Project Manager shall schedule and attend regular coordination and construction meetings with the Owner and Owner’s representatives.
- Badging requirements - Each of the contractor’s field staff assigned to this project that will be present on any District properties or facilities, during which time as the facility is occupied, shall complete background check information as required by MSD. Each of the contractor’s field staff shall be approved and issued a Contractor’s Badge by MSD prior to starting any work for MSD. In the event school is in session, check in and check out is required.

E-RATE REQUIREMENTS

Prior to submitting a response to this RFP, the Request for Proposal is necessary to file appropriate application forms administered by the Universal Services Administration Company (USAC) under the direction of Federal Communications Commission (FCC). Bidders shall obtain a Service Provider Identification Number (SPIN) assigned by Schools and Libraries prior to submitting a proposal. Proposals without a SPIN will be rejected. If awarded, contractor shall coordinate with District to complete all required E-Rate documentation and forms including but not limited to Form 471.

Any and all USF E-rate “ineligible” products and/or services must be listed separately in the proposal.

“OR APPROVED EQUAL” CLAUSE

In order to establish a basis of quality, certain processes, types of equipment, or kinds of materials may be specified, either by description of process or by designating a manufacturer by name and referring to his brand or product designation, or by specifying a kind of material. It is not the intent of these specifications to exclude other processes, equipment, or materials of equal value, utility or merit.

Whenever a process is designated or a manufacturer's name, brand, or product is described, it shall be understood that the words, "or approved equal" follow such name, designation, or description, whether in fact they do so or not.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

- Bidder shall deliver a substitution request to:
Debbie Truax
TruaxD@mukilteo.wednet.edu, referencing RFP #2018MSD-RFP, at least seven (7) business days prior to the Bid due date and time, accompanied by a written statement describing it together with supporting data and details sufficient to permit MSD to evaluate the same.
- MSD may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
- MSD shall in its sole discretion determine if an item submitted as an alternate or approved equal is “equal” or “equivalent”.
- MSD shall issue an addendum at least five (5) business days prior to the Bid due date and time for approved equal determinations.

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PRICING AND PAYMENT STRUCTURE

Vendors are required to breakdown the purchases by building as outlined in the Bid Pricing Schedule. Vendors are required to complete Appendix B as part of their proposal. This RFP will automatically become part of any contract awarded to a vendor.

As an optional component for future reference, please provide a unit price to add a new facility. This will greatly assist MSD in budgeting exercises surrounding new schools.

DISCREPANCIES AND OMISSIONS

Any potential respondent to this RFP finding discrepancies or omissions in these documents or having any doubts as to the meaning or intent of any part thereof shall submit such questions or concerns to Debbie Truax, TruaxD@mukilteo.wednet.edu, Subject Line: RFP #2018MSD-RFP.

Addenda issued to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP. This RFP and its addenda will be part of any possible future contract with successful vendor(s).

ERRORS/OMISSIONS

- Any Bid may be deemed non-responsive by MSD for the following reasons (but not limited to):
 - Not on the Bid forms provided
 - contains errors or omissions, erasures, alterations, or additions of any kind
 - proposes prices which are unsolicited or obviously unbalanced
 - or not in complete conformance with any and all conditions of the bidding documents.

BID SECURITY

All bids must be accompanied by bid security in the form of a bid bond issued by a surety authorized to conduct such business in Washington State. Security shall be in the amount of five percent (5%) of the total bid price. The bid security shall serve as a guarantee that the bidder will not withdraw the bid for a period of sixty (60) days after bid opening, and if awarded the contract, will execute the contract and furnish all required bonds and insurance within the time frame specified. Proposers shall attach both a copy of the bond document and the Power of Attorney to their online response.

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

RESIDENT/NON-RESIDENT BIDDER

Washington law requires that MSD, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Washington during the last twelve (12) months immediately preceding submission of this Bid, has a business address in Washington, and has stated in its Bid that it is a "resident Bidder."

EXPERIENCE AND ABILITY TO PERFORM THE WORK

Upon request, Bidders must present all necessary information indicating that the Bidder has met the standards of responsibility set forth in Chapter 39.10.200 RCW. MSD will make the final determination as to whether or not the Bidder is qualified to perform the work.

The Contractor shall provide a list of three (3) different project references with their Bid submission as per the criteria listed in these documents. These references may be contacted regarding the quality of workmanship and service that the Bidder or sub-contractors have provided on projects of comparable size and scope. The Bidder shall submit this information using the Contractor Qualification Statement.

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BASIS OF AWARD

In accordance with the guidelines of USAC, this contract will be awarded to the most cost effective provider. Price will be the primary factor, but not the sole factor, in evaluating the bids. As stated in the Vendor Qualifications, other factors of consideration will be prior experience, including past performance, personnel qualifications, technical excellence and management capability, including schedule compliance. Award will be made to the responsive and responsible bidder offering a proposal that is deemed the most acceptable and advantageous to Mukilteo School District

Any determination of bidder's responsibility or responsiveness is subject to review and determination by MSD's attorney as to legal sufficiency. MSD reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of the Mukilteo School District. Only those bidders that, in the sole opinion of MSD, meet the minimum experience requirements shall be considered to be responsible bidders.

In the event all Bids exceed MSD's estimate, MSD reserves the right to negotiate with the selected low Bidder in an effort to meet the project budget.

EVALUATION CRITERIA

District shall select the qualified bidder whose proposal is most advantageous to Mukilteo School District with price and other factors considered as allowed by E-rate.

District reserves the right to reject any and all proposals for good cause pursuant to E-rate.

In reviewing the responses, MSD shall consider the following factors:

- Bidders Service Provider Identification Number (SPIN) assigned by Schools and Libraries.
- Installation Cost.
- Re-Occurring usage cost.
- Re-Occurring Maintenance Cost.
- Demonstrated Qualifications.
- Demonstrated Relevant Experience in K-12 Environment.
- Service plan for responses to problems.
- Project or Services performance based on references.

The following table will be used to evaluate all proposals:

Factor	Weight
Price – one-time and reoccurring	35%
References	20%
Prior Experience	25%
Flexibility of Services and/or Plan	10%
Qualifications	10%
Total	100%

No consideration will be given to any claims based on a lack of knowledge of existing conditions.

DURATION OF PROPOSALS

Each bid shall be irrevocable for a period of 60 days from date of bid opening.

An award of a contract to any bidder shall not constitute a rejection of any other bid.

MUKILTEO SCHOOL DISTRICT – RFP #2018MSD-RFP
FIBER OPTIC CABLE INFRASTRUCTURE

RESERVATIONS

Mukilteo School District expressly reserves the following rights:

- To reject all bids.
- To reject any bid or bids not in compliance with all prescribed public bidding procedures and requirements.
- To reject any bid or bids not meeting the specifications set forth herein.
- To waive any or all irregularities in bids submitted.
- To consider the competency and responsibility of bidders in making any award.
- To award the contract by lot or by individual item as MSD deems appropriate, unless otherwise specified.
- In the event any bidder or bidders to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and in the manner hereinbefore specified, to re-award the contract to another bidder or bidders.
- To increase or decrease specified quantities by 20%.
- To make the award based on their best judgment as to which merchandise or services comply with the specifications.

REQUEST FOR CHANGE OR PROTEST OF SOLICITATION SPECIFICATIONS OR CONTRACT PROVISIONS

Time for Submission of Request for Change or Protest. Requests for change or protests of solicitation specifications or contract provisions shall be presented to MSD's Technology Department, in writing, five (5) calendar days prior to bid or proposal closing.

Such request for change or protest shall include the reasons for the request or protest, and any proposed changes to specifications or provisions. No request for change or protest of the content of solicitation specifications or contractor provisions shall be considered after the deadline established for submitting such request or protest.

Extension of Closing Date. If any request for change or protest is received in accordance with section (1) above, the bid or proposal closing date may be extended if MSD determines an extension is necessary to allow consideration of the request or protest and issuance of any addenda to the solicitation documents.

Identification of Request for Change or Protest. Envelopes containing requests for change or protests of solicitation specifications or contract provisions shall be marked as follows:

Solicitation Specifications (or Contract Provisions)

Request for Change (or Protest)

Solicitation Document (or Other Identification)

PROTEST OF CONTRACTOR SELECTION, CONTRACT

Notice of Award.

MSD's written notice of contract award shall constitute a final decision of MSD to award the contract or proceed with the purchase if no written protest of the contractor selection or contract award is filed with MSD within seven (7) calendar days following issuance of the award documents. If a protest of contractor selection or contract award is timely filed by an actual aggrieved bidder or proposer, the award documents shall constitute a final decision of MSD only upon issuance to the protesting bidder or proposer of a written decision denying the protest and affirming the selection or the award.

Unsuccessful bidders or proposers will generally not be notified that a contract has been awarded.

Right to Protest.

Any actual bidder or proposer who is adversely affected or aggrieved by MSD's grounds upon which the protest is based may file a written protest. In order to be an adversely affected or aggrieved bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsive, responsible bidder or best proposer and must be next in line for award, i.e., the protestor must claim that all lower bidders or better proposers are ineligible for award because their bids or proposals were non-responsive or as a result of MSD committing a material violation of a solicitation provision or of an applicable procurement statute or administrative rule, the protestor was unfairly evaluated and would have, but for such material violation, been the lowest bidder or the highest-ranked proposer. MSD shall not entertain a protest submitted after the time period provided in MSD's solicitation.

Authority to Resolve Protests.

The superintendent or the superintendent's designee shall have the authority to settle or resolve a written protest submitted.

Decision.

After the superintendent or the superintendent's designee issues a response to a written protest, an aggrieved proposer may seek judicial review in the manner provided in Chapter 39.26 RCW.

ACCEPTANCE OF CONDITIONS

Each bidder by the submission of a bid assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

INTERPRETATION OF SPECIFICATION

Any interpretation upon the foregoing or annexed specifications, either verbal or written, attempted to be placed thereon by any person other than the purchasing supervisor or his/her designee will not be binding upon MSD.

WARRANTY AND GUARANTEE

Unless otherwise specified herein, all goods, materials and workmanship shall be guaranteed and warranted for a period of twelve months from date of delivery, including parts, labor, transportation, technician mileage, service calls, etc., except for damage caused by misuse, vandalism or acts(s) of God.

FEDERAL EXCISE AND TRANSPORTATION TAX EXEMPTION

Prices quoted should not include Federal Excise or Transportation taxes, as MSD is exempt from such taxes. Federal Excise Tax exemption certificate will be furnished, if required.

NOTIFICATION OF AWARD

Upon award and successful contract negotiation, the District will enter into a service contract with the successful Proposer(s). District purchase orders are required for all work performed.

DEFINITIONS

As used in the Contract Documents, unless the context requires otherwise:

"District," "School District," "Mukilteo School District," or "Owner" means Mukilteo School District.

"Contract" or "Contract Documents" include the Agreement, the bond, the Proposal, the Instructions to Bidders, the General Conditions of the contract and Detailed Specifications, the Addenda, if any, incorporated in the Documents before their execution.

"Contractor" means the person or persons with whom a contract is entered into by MSD for the performance of work or the providing of goods and/or services.

"Person" means a person, partnership, corporation, and other association.

MUKILTEO SCHOOL DISTRICT – RFP #2018MSD-RFP
FIBER OPTIC CABLE INFRASTRUCTURE

“Responsible Bidder or Proposer” means an individual, firm or corporation who has the capability in all respects to perform fully the contract requirements, the integrity and reliability which will assure good faith performance, and who has not been disqualified under Chapter 39.04 RCW.

“Specifications” means the directions, requirements, explanations, terms and provisions pertaining to the various features of the work, the manner and method of bidding for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

ADDITIONAL REQUIREMENTS

Drop-Shipment will not be accepted by MSD and will be refused unless:

- A. Shipment is prepaid FOB destination.
- B. Shipping label shows vendor to whom District purchase order was issued.
- C. Shipping label clearly shows District purchase order number.

Successful bidders will be required to supply appropriate labels and packing slips to their suppliers if they intend to drop-ship. MSD will not be liable for storage or second delivery charges necessitated by non-compliance with the above items.

Bidders must include catalogue information, specifications, etc., on each item bid unless MSD has specified a brand name and model for reference and the item being bid is that exact brand and model. Brand names and/or model numbers, where used herein, are for reference purposes only. Products of like quality meeting District specifications will be equally considered. If bidding other than as specified, a product sample is to be provided along with this bid.

Bidders are encouraged to bid various alternates, if such alternates essentially meet specifications.

Bidders may describe such alternates on other than the proposal forms provided herein, but are cautioned to make their submittals complete and self-explanatory. MSD is not required to seek details or information not initially included with bid proposals.

All equipment shall be new and of the latest model, unless otherwise specified by MSD, and warranted by the successful bidder(s) for a period of one year from date of delivery to MSD. Warranty is to include all parts, labor, mileage, etc., except for the costs of repairs to equipment damaged by misuse or abuse by MSD. In addition, vendors are required to provide complete manufacturer warranty information on all equipment bid.

All electrical items must have 3-wire grounded power cords unless otherwise specified and must meet State of Washington and appropriate City and County electrical codes. All equipment shall comply with OSHA standards.

All items offered must be labeled in accordance with the chronic hazard labeling standard (ASTM D-4236, and Federal Law PL 100-695) and shall be ACMI certified.

MSD reserves the right to award the contract by lot or individual item, whichever is deemed appropriate.

TERMS AND CONDITIONS APPLICABLE TO AWARD

INDEMNITY/HOLD HARMLESS: To the fullest extent permitted by law, the undersigned contractor agrees to indemnify and hold the Mukilteo School District, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the contractor's organization which may arise during the course of this agreement. Also, the Mukilteo School District agrees to indemnify and hold the contractor, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to MSD during the course of this agreement.

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PAYMENT FOR SERVICES: The contractor must submit an invoice to Mukilteo School District, 9401 Sharon Drive, Everett, WA 98204. All invoices must reference MSD purchase order issued to the contractor. All materials furnished must be accepted by MSD before payment will be approved. Payments will usually be made within 30 days of completion of service or delivery, or receipt of invoice, whichever is later. For E-rate eligible services, the contractor must separately invoice the District for the non-discounted portion of the invoice and submit an E-rate Form 474 (Service Provider Invoice [SPI]) to request payment for eligible services.

Billed Entity Applicant Reimbursement (BEAR) Form will be required prior to USAC approval.

NON-ASSIGNABILITY: The successful bidder shall not assign any portion of the Contract. The successful bidder may not confer an assignment on any third person by any other means without prior written consent of MSD. This provision shall apply to all transfers by operation of law, and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.

TERMINATION FOR DEFAULT OF CONTRACTOR: Time and the strict and literal performance on the part of the contractor of every term and condition of the contract as specified in the contract documents are of the essence. Upon the willful failure or refusal on the part of the contractor to perform on such term or condition, MSD at its election, without prejudice to any other right or remedy, may cause the same to be performed by others, and any additional cost on account thereof shall be reimbursed forthwith by the contractor.

TERMINATION OF CONTRACT FOR CAUSE: If, the Contractor fails to fulfill in timely and proper manner his obligations under this contract or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, MSD shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to MSD for damages sustained by MSD by virtue of any breach of the contract by the Contractor, and MSD may withhold any payments to the Contractor until such time as the exact amount of damages due MSD from the Contractor is determined. In addition, MSD may terminate this agreement, in whole or in part, for its convenience by giving vendor sixty (60) days written notice of intent to terminate.

DEPARTURES FROM TERMS OF CONTRACT: No direction or approval given by MSD or any representative of MSD which deviates in any respect from the specifications or other contract documents shall be valid or recognized unless and until the same is reduced to writing and issued in the form of a written order over the signature of an authorized representative of MSD so as to become a contract document as herein before defined.

INSPECTION: All articles supplied shall be subject to inspection and rejection by the purchaser or any department official charged with such duty.

CHANGES IN SPECIFICATIONS AND QUANTITIES: MSD reserves the right to make such changes or corrections in specifications or quantities as it may deem necessary or desirable prior to the bid opening. Bidders will be notified of such changes in writing mailed to the address on file in MSD Purchasing Department. MSD will not be responsible for the failure of bidders to receive notice of changes as stated. All proposals, when opened, will be understood to be based on the changed or corrected specifications or quantities and all bidders will be bound thereby. Prices quoted must be firm except as otherwise specified in this bid. Any vendor's bid requiring receipt of initial order in less than sixty (60) days will be unacceptable unless otherwise specified by the Purchaser herein.

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FIBER OPTIC CABLE INFRASTRUCTURE

DELIVERY AND COMPLETION: Unless otherwise specified herein, goods ordered or services contracted in response to bids must be delivered or completed within 90 days after receipt of order. Vendors not completing contracts within the period specified shall be considered in breach of contract, and MSD shall be entitled to just legal and financial remedies. Project must be completed prior to July 1, 2019.

PURCHASE ORDER CONTRACTS: Purchase order contracts, when issued, will be subject to all terms and conditions of these specifications and the laws of the State of Washington. Time of delivery is of the essence. No exception to delivery dates shall be allowed without written approval from the Purchasing Department. All goods or materials purchased are subject to the approval of MSD. Any rejections of goods or materials, whether held by MSD or returned will be at the vendor's risk and expense.

All invoices, packing lists, packages, shipping notices, and any other written document affecting the contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the contract, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.

In the event of a breach by the vendor of any of the provisions of the contract including delivery, MSD reserves the right to cancel and terminate the contract forthwith upon giving oral or written notice to the vendor.

Vendor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by MSD or proven defective during the specified warranty period and to be responsible for transportation costs for return thereof to the vendor and when repaired or replaced the return thereof to MSD.

AFFIRMATIVE EMPLOYMENT PRACTICES: Bidders certify conformance to the applicable Federal Acts, Executive Orders and Washington Statutes and Administrative Rules concerning Affirmative Action toward equal employment opportunities. Furthermore, bidders agree to include a similar Affirmative Action Provision in every sub-contract negotiated pursuant to their contracts with MSD.

All information and reports required by Federal or state agencies, having responsibility for enforcement of such laws, shall be supplied to MSD upon request for the purpose of investigation to ascertain compliance with such acts, regulations and orders. In the event of the determination of non-compliance with the Affirmative Action Provision, MSD may cancel, terminate or suspend the contract in whole or in part, and declare the contractor ineligible for further District contracts, or take such other action as it deems appropriate to bring about compliance.

CONTRACTOR QUALIFICATIONS

Submit the following information as part of the response to this RFP:

- Company profile: - Describe the Contractor facilities that will support and deliver services on this project. Indicate any out-of-state offices that will be utilized to bring additional resources to support this project. Indicate any Sub-Contractor facilities that will support this project.
- Personnel: - Identify the project team who will be responsible for participating on this project. Please respond to the following for each of your project personnel, including any subcontractors:
 - Project Manager
 - Lead Technician
 - Qualifications - Describe each of their qualifications, industry experience in the contractor field, certifications, and training
 - Background Checks – Provide a Washington State Patrol, or approved equivalent, background check for all project personnel who will be working in district facilities.
- Licensing: - Provide any licensing information for, City, State, and Federal that shall have a bearing on this RFP.

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DISTRICT INSURANCE REQUIREMENTS

Contractor will be required to submit and maintain, at all times and at its sole expense, the following insurance in connection with its obligations. All such insurance shall be written through insurance carriers acceptable to Mukilteo School District, and licensed in the state that these services are to be performed.

- Worker's Compensation Insurance with statutory limits and employers liability coverage of not less than \$1,000,000 each for bodily injury, disease, each employee, and disease, policy limit.
- Commercial General Liability insurance with limits of at least \$2,000,000 per occurrence and a general aggregate of not less than \$3,000,000. The foregoing insurance shall cover, but not be limited to, the following:
 - Premises and Operations Liability
 - Products/Completed Operations
 - Broad Form Property Damage
 - Broad Form Contractual Liability
 - Personal Injury
 - Independent Contractors Liability
- Owned, Hired and Non-Owned Automobile with a combined single limit per occurrence of not less than \$1,000,000
- The liability insurance policy or policies required hereunder shall name "Mukilteo School District" as "Additional Insured." Each policy shall also be endorsed to provide that a written notice of cancellation, lapse or change or Vendor's insurance will be sent to Owner by Vendor's insurance carrier at least thirty (30) days prior to the effective date of such cancellation, lapse, or change.
 - Vendor agrees to provide replacement cost property insurance to cover all equipment and supplies that it owns and brings onto the property.
 - Certificate should be sent to as well as Certificate Holder should be listed as:
Mukilteo School District
Attn: Debbie Truax
Director of Technology Operations
9401 Sharon Drive
Everett, Washington 98204

CONTRACTOR CAPABILITIES

- Describe if your company intends on performing all work, utilizing its own internal resources and personnel, or shall be subcontracting installation requirements. If subcontracting shall be utilized, describe how these resources will be implemented within the project and the types of tasks that these resources shall perform.
- List the professional accreditations or certifications held by key stakeholders responsible for the design and implementation of this project.

APPROACH

- Describe your organization's approach on how you will successfully provide the requested services described within this RFP based upon the project schedule and milestones.
- Describe your approach for coordination and communication with the building occupants and District's staff during the installation activities.

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EXPERIENCE

- Provide a description of (3) similar projects, successfully completed within the past (5) years.
- Provide documentation denoting the length of time the company has been in business providing similar services.
- Describe the support infrastructure for responding to and resolving connectivity issues with installed cable plant including response time to a reported major outage.
- Describe experience coordinating easements and access to right-of-ways with municipalities and utility districts. Cite specific examples including Puget Sound Energy, Frontier Communications (formerly Verizon), or CenturyTel.

VENDOR RESPONSIBILITIES

It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at no cost to MSD. MSD and any Consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work.

The Awarded Bidder shall:

- Meet jointly with representatives of MSD to exchange information and agree on details of equipment arrangements and installation interfaces for the cabling project.
- Have sufficient resources in order to complete the SOW within the allotted timeframe.
- Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the cabling system installed at MSD.
- Furnish, install, and terminate all fiber strands at each location according to the Specifications.
- Attend the mandatory walk-thru.
- Install all cable in accordance with the Specifications and/or manufacturer's recommendations and best industry practices.
- Develop and submit for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly identify all components of the system. Sample labels must be approved by MSD.
- Test (100%) all cables and termination hardware installed as a part of this effort for defects in installation and to verify cable performance under installed conditions. Testing procedures should be included in proposal documentation.
- Supply documentation of testing and footage of each cabling run in proposal documentation.
- Abide by and responsible for compliance with and satisfaction of the Authority Having Jurisdiction (AHJ) in accordance with all local, State and Federal codes and regulations.
- Procure all permits required for the complete installation of specified product at each location so identified in these documents.

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BID FORMS

NOTE TO BIDDER: Use preferably **BLACK** ink for completing this Proposal form.

To: Mukilteo School District
Debbie Truax
Director of Technology Operations
Address: 9401 Sharon Drive
Mukilteo, WA 98204

Project Title: FIBER OPTIC CABLE INFRASTRUCTURE

Bidder's person to contact for additional information on this Proposal:

Company: _____

Contact Person: _____

Telephone: _____ Fax: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official or representative of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that it has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the Architect, Owner, and other sources in arriving at its conclusions.

The Bidder further declares that it has carefully examined Contract Documents for construction of the project, that it has inspected the site, that it has satisfied itself as to quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of quantities of work and materials as included in this Form of Proposal is brief and is intended only to indicate the general nature of the work and to correlate said quantities with detailed requirements in the Contract Documents, and that this Proposal is made according to provisions and under terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION, BONDS & INSURANCE

The Bidder agrees that its Proposal shall not be withdrawn for a period of 45 days after bid opening. The Bidder further agrees that if this Proposal is accepted, it will, within 10 calendar days after receipt of Notice of Award, sign the Contract and deliver to the Owner evidence of its ability to obtain the required Performance and Payment Bonds and Certificates of Insurance, and will, to the extent of its Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents. Within ten days after execution of the Contract, the Contractor shall deliver the required bonds to the Owner.

CONTRACT TIME

The School District intends to issue a Notice to proceed on or before March 16th, 2018 to begin work on-site. The Bidder agrees to complete Work not later than 115 days after the Date of Notice to Proceed, to Substantially Complete the Work within 85 calendar days after the date of the Notice to Proceed, and to Finally Complete work within 30 calendar days after Substantial Completion.

LIQUIDATED DAMAGES

MSD and Contractor recognize that time is of the essence of this Agreement and that MSD will suffer financial loss and public inconvenience if the Work is not completed within the times specified in this document, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by MSD if the Work is not completed on time. Accordingly, instead of requiring any such proof, MSD and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay MSD the sum of \$2,500 (\$ amount in numbers) for each Calendar Day that expires after the time specified in the Agreement for Substantial Completion until the Work is substantially complete.

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SALES AND USE TAXES

Prices quoted in the Proposal shall **NOT** include local and state sales taxes applied to the Owner's payments. The Owner will pay the local and state sales taxes directly to the Contractor based on the monthly progress pay estimate. All other taxes as required by the laws and statutes of the State and its political subdivision shall be paid by the Contractor.

ADDENDA

The Bidder hereby acknowledges that it has received Addenda No's. ____, ____, ____, ____, (Bidder shall insert No. of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract Documents, and further agrees that its Proposal(s) includes all impacts resulting from said addenda.

SCHEDULE OF BID PRICES

The Bidder, whose legal signature binding the Bidder to the bid process indicated on these pages is found on the signature page, hereby bids as follows:

Use numbers on first line and written amount on second line.

OPTION 1: LEASED LIT FIBER SERVICE – 36 Months		
One-time installation cost:	\$	
		Dollars
Monthly reoccurring cost	\$	
		Dollars

OPTION 1: LEASED LIT FIBER SERVICE – 60 Months		
One-time installation cost:	\$	
		Dollars
Monthly reoccurring cost	\$	
		Dollars

OPTION 1: LEASED LIT FIBER SERVICE – Additional 60 Months		
One-time installation cost:	\$	
		Dollars
Monthly reoccurring cost	\$	
		Dollars

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OPTION 2: LEASED DARK FIBER – 36 Months		
One-time installation cost:	\$	
		Dollars
Monthly reoccurring cost	\$	
		Dollars

OPTION 2: LEASED DARK FIBER – 60 Months		
One-time installation cost:	\$	
		Dollars
Monthly reoccurring cost	\$	
		Dollars

OPTION 2: LEASED DARK FIBER – Additional 60 Months		
One-time installation cost:	\$	
		Dollars
Monthly reoccurring cost	\$	
		Dollars

UNIT COSTS

One-time costs will be established for connection(s) to new facilities as well as the removal of connections in the event the District no longer requires services at said building.

Example would be new school requiring fiber optic connectivity or the closing and demolition of an existing school. It is expected that any new fiber links will be completed within 30 days of initial request of the District, or within 15 days of a signed contract by the District, whichever is sooner.

Item	Unit	Price
Addition of new Fiber Link		
Removal of Existing Fiber Link		
Relocation of Existing Fiber Link		

Upgrade from 10 to 40Gbps	One time cost	Monthly cost
Per link upgraded		

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PROJECT MANAGEMENT AND SUPERVISION

The Bidder proposes the following designated Project Manager, whose experience and qualifications shall be as described in the Instructions to Bidders, and **whose resumes indicating relevant experience, is enclosed with this Proposal.**

Project Manager

SURETY

If the Bidder is awarded a construction Contract on this Proposal, the Surety who provides the Performance Bond will be:

Surety Name

Street Address _____ City _____ State _____ Zip _____

Telephone Number _____

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BIDDER

The name of the Bidder submitting this Proposal is:

doing business at:

Street _____ City _____ State _____ Zip _____

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partners comprising the partnership, or of all persons interested in this Proposal as principals are as follows:

Federal Tax Identification No: _____

Contractor's Washington Registration No: _____

Department of Labor and Industries Reg. No: _____

Washington State Department of Revenue No: _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her hand this _____ day of _____, 2018.

Signature

Title

MUKILTEO SCHOOL DISTRICT – RFP #2018MSD-RFP
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If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed by its
duly authorized officers this ____ day of _____, 2018.

Name of Corporation

By

Title

END OF BID FORMS

MUKILTEO SCHOOL DISTRICT – RFP #2018MSD-RFP
FIBER OPTIC CABLE INFRASTRUCTURE

PREVAILING WAGES FOR PUBLIC WORK

Bidder hereby certifies that the provisions of Chapter 39.12 RCW, regarding prevailing wages, shall be complied with on this project.

Bidder Signature_____

Print Name of Company _____

Print Name of Authorized Signor/Title _____

Signature _____

MUKILTEO SCHOOL DISTRICT – RFP #2018MSD-RFP
FIBER OPTIC CABLE INFRASTRUCTURE

BID BOND – FORM 00431

WASHINGTON BIDDER'S BOND

BOND NO: _____

AMOUNT: \$ _____

KNOW ALL BY THESE PRESENTS, that

Hereinafter called the PRINCIPAL, and _____, a
corporation duly organized under the laws of the State of _____ and having its principal
place of business at

_____ in the State of _____ and authorized to do business in
the State of Washington, as SURETY, are held and firmly bound unto MUKILTEO SCHOOL DISTRICT NO. 6,
hereinafter called the OBLIGEE, in the sum of

_____ DOLLARS (\$ _____), for the
payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting it's Bid for the following Project:

The Bid is made a part of this Bond by reference.

Now, therefore, if the Bid is rejected, or alternatively, if the Bid is accepted and the PRINCIPAL sign and
delivers the Contract in accordance with the terms of the Bid and in the form of Contract attached
hereto, executes and delivers Performance and Payment Bonds in the forms attached hereto (all
completed in accordance with the Bid and with good and sufficient surety for the faithful performance
of the Contract and for the prompt payment of labor and materials furnished in the performance of the
Contract), and in all other respects performs the agreement created by the acceptance of the Bid,

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Then, this obligation shall be null and void; otherwise, this Bond and obligation shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL hereunder shall be the amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that its obligations and this Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept the Bid, and the SURETY hereby waives notice of any such extension.

IN WITNESS THEREOF, the above-bound parties have executed this instrument under their several seals, the name and corporate seal of each corporate party being hereto affixed through its undersigned representative, pursuant to authority of its governing body.

Signed and sealed this _____ day of _____, 2018.

PRINCIPAL

By _____

SURETY

By _____
Attorney-in-Fact

END OF FORM 00431

CONTRACTOR QUALIFICATION STATEMENT

NOTE: The prime contractor and all first tier subcontractors proposed to complete cabling, infrastructure or any other significant portion of work must each complete a separate Contractor Qualifications Statement. (List type of work applicable)

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

Contractor Name _____

Address _____

Telephone _____ Fax _____ E-Mail _____

ORGANIZATION _____

How many years has your organization been in business as a Contractor? _____

Under what former names has your organization operated? _____

LICENSING AND BONDING

Washington Contractor# _____

Other licenses _____

EXPERIENCE

List the type of work your organization normally performs with its own forces and the number of full time employees to be assigned to the project? _____

Does your firm own or able to obtain the necessary equipment for this job? Please indicate equipment available to conduct the work. _____

CLAIMS AND SUITS

Has your organization ever failed to complete any work awarded to it? _____

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CONTRACTOR QUALIFICATION STATEMENT continued

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Provide information _____

Have any officers or employees been convicted of any crimes relative to a project such as this? _____

REFERENCES

List the major fiber optic cabling and infrastructure projects your organization has **in progress**

Project Name	Owner	Architect/Engineer	Amount	% Complete	Completion Date	Contact Person	Phone #

List the major fiber optic cabling and infrastructure projects your organization has **completed in last 5 years**

Project Name	Owner	Architect/Engineer	Amount	% Complete	Completion Date	Contact Person	Phone #

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CONTRACTOR QUALIFICATION STATEMENT continued

List 3 subcontractors MSD can contact for a reference.

Name	Specialty	Contact Name	Phone #

List 3 suppliers MSD can contact for a reference.

Name	Specialty	Contact Name	Phone #

Bank Reference

Name: _____

Address: _____

Contact Name: _____ Phone number: _____

Bidder signature

This information provided is true and complete.

Print Name of Company _____

Print Name of Authorized Signor/Title _____

Signature _____

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APPENDIX A – LIST OF FACILITIES

Elementary Schools

Challenger Elementary School
9600 Holly Drive
Everett 98204

Columbia Elementary School
10520 Harbour Pointe Boulevard
Mukilteo 98275

Discovery Elementary School
11700 Meridian Avenue S
Everett 98208

Endeavour Elementary School
12300 Harbour Pointe Boulevard
Mukilteo 98275

Fairmount Elementary School
11401 Beverly Park Road
Everett 98204

Horizon Elementary School
222 W Casino Road
Everett 98204

Lake Stickney Elementary School
1625 Madison Way,
Lynnwood 98087

Mukilteo Elementary School
2600 Mukilteo Speedway
Mukilteo 98275

Odyssey Elementary School
13025-17th Avenue W
Everett 98204

Olivia Park Elementary School
200 108th Street SW
Everett 98204

Pathfinder Kindergarten Center
11401 Building B, Beverly Park Road
Everett 98204

Picnic Point Elementary School
5819 140th Street SW
Edmonds 98026

Serene Lake Elementary School
4709 Picnic Point Road
Edmonds 98026

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Middle Schools

Explorer Middle School
9600 Sharon Drive
Everett 98204

Harbour Pointe Middle School
5000 Harbour Pointe Boulevard
Mukilteo WA 98275

Olympic View Middle School
2602 Mukilteo Speedway
Mukilteo, 98275

Voyager Middle School
11711 4th Avenue W
Everett 98204

High Schools

ACES High School
9700 Holly Drive
Everett 98204-2678

Kamiak High School
10801 Harbour Pointe Boulevard
Mukilteo, WA 98275

Mariner High School
200 – 120th Street SW
Everett 98204

Additional Facilities

Early Childhood Education & Assistance Program
3616 South Road, Suite. C4
Mukilteo, WA 98275

Sno Isle Tech School
9001 Airport Road
Everett 98204

District Office
9402 Sharon Drive
Everett 98204

District Services
8925 Airport Road
Everett, 98

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APPENDIX B – EXISTING FIBER NETWORK

