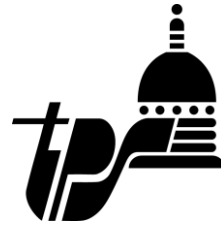


**REQUEST FOR PROPOSAL (RFP)**  
**Topeka Public Schools - USD #501**



**RFP MM 15-16: 01**

**Date Issued: Monday, January 25, 2016**

**Project: Dark or Lit Fiber**

**Locations: Various within USD 501 Topeka Public Schools Boundaries**

Purchasing Services  
Deana Merryman  
Director of Purchasing  
Phone (785) 295-3035  
Fax (785) 575-6169  
[dmerryman@tps501.org](mailto:dmerryman@tps501.org)

Central Services Contact:  
Gerald Carter, AIA  
Architect  
Phone (785) 295-3927  
Fax (785) 575-6959  
[gcarter@tps501.org](mailto:gcarter@tps501.org)

Central Services Contact:  
John Nesbitt  
Facilities Manager  
Phone (785) 295-3917  
Fax (785) 575-6959  
[jnesbitt@tps501.org](mailto:jnesbitt@tps501.org)

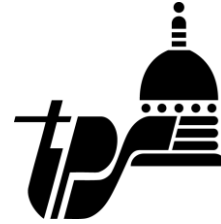
This document is written with the sole purpose of soliciting bids for Dark or Lit Fiber. For purposes of definition: "Board" in this document refers to The Board of Education, Unified School District No. 501 and Topeka Public Schools.

**READ THIS REQUEST CAREFULLY**

This document is a Request for Proposal (RFP) and differs from an Invitation for Bid (IFB). Offers will be evaluated based upon criteria formulated around the most important features of the requested service/product, of which quality, capability, availability, and past performance may be overriding factors. Award of this service may not be based entirely upon price. Refer to Sections 3.8 and 4.12 of the RFP.

Failure to abide by all of the conditions of this REQUEST FOR PROPOSAL (RFP) may result in the rejection of your offer. Inquiries about this RFP should be in writing, and directed solely to the Purchasing Services Office, attention Deana Merryman. Your interest in this solicitation is greatly appreciated.

**REQUEST FOR PROPOSAL (RFP)  
Topeka Public Schools - USD #501**



**IMPORTANT DATES**

**PLEASE NOTE – ONLY ONE PRE-BID MEETING IS SCHEDULED FOR THIS PROJECT.**

**INTERESTED VENDORS SHOULD PLAN ON ATTENDING THIS MEETING ON THE SCHEDULED DATE AT THE SCHEDULED TIME IN ORDER TO SUBMIT A BID FOR CONSIDERATION.** (Topeka Public Schools may schedule a second pre-bid meeting at our sole discretion if deemed necessary to obtain competitive bids. However, considerable time and resources are required for each pre-bid meeting, so a second one is not anticipated and should not be expected.)

**REQUIRED SITE VISIT / PRE-BID MEETING:** Monday, February 1, 2016 – 9:00 A.M. Meet at the Topeka Public Schools IT Department office located at 1900 S.W. Hope Street, Topeka, KS 66604. Representatives of the IT Department and the Operations and Maintenance Department will be available at the pre-bid to answer questions regarding intent of specifications.

**BID BOND:** Required – 5% of total bid if bid is \$100,000 or more. Personal or Company Checks, Certified or Cashier's checks **not accepted. Refer to Section 4.7 of the RFP.**

**PERFORMANCE & PAYMENT BONDS:** Will be required if project cost is \$100,000 or higher

**RESPONSE DUE BY:** Monday, February 22, 2016 at 2:00 P.M.

**SUBMIT OFFERS TO:** Topeka Public Schools through Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) with other required forms and bonds mailed or delivered to Unified School District No. 501, Purchasing Services, 624 SW 24<sup>th</sup> Street, Topeka, KS 66611. If you do not have Internet access to Public Purchase offers may be submitted by mail or hand delivered to the foregoing address.

**FINAL AWARD BY:** Friday, March 4, 2016

**PURCHASE ORDER OR CONTRACTS ISSUED BY:** Friday, March 4, 2016

**START DATE:** Saturday, October 1, 2016

**COMPLETION BY:** Saturday, December 31, 2016

**Should the Contractor fail to complete all work by the date of substantial completion, the District may retain the amount of \$250.00 for each day thereafter that the work is not complete and not accepted by the Owner.**

<b>TABLE OF CONTENTS</b>
--------------------------

<u>Cover Page</u>	PG 1
<u>IMPORTANT DATES</u>	PG 2
<u>Table of Contents</u>	PG 3
<u>Overview</u>	PG 4-5
<u>1.0 Terms and Conditions</u>	PG 6-7
<u>2.0 Standard Contractual Provisions</u>	PG 8-9
<u>3.0 Bidding Instructions</u>	PG 10
<u>4.0 General Provisions</u>	PG 11-17
4.1 Invitation to Bid	PG 11
4.2 Award	PG 11
4.3 Assignment	PG 11
4.4 Specification Form & Definition	PG 11
4.5 Contract Documents	PG 11
4.6 Contract Changes	PG 11
4.7 Bonds	PG 12
4.8 Insurance	PG 12
4.9 TPS Policy 2575 part III	PG 13
4.10 Immigration Reform & Control	PG 13
4.11 Disadvantaged Business Enterprise (DBE)	PG 14
4.12 Qualifications	PG 14
4.13 Contractor's Responsibility	PG 14
4.14 Permits, Codes and Regulations	PG 15
4.15 Sales Tax Exemption	PG 15
4.16 Inspection of Premises Prior to Bidding	PG 15
4.17 Project Completion Certification	PG 16
4.18 Time of Completion	PG 16
4.19 Claims for Additional Time	PG 16
4.20 Completion Inspection	PG 17
4.21 Shop Drawings	PG 17
4.22 Performance	PG 17
4.23 Warranty	PG 17
4.24 Payment	PG 17
4.25 Safety	PG 17
4.26 References	PG 17
<u>5.0 General Specifications</u>	PG 18-22
<u>5.1 Scope of Project</u>	PG 18
5.1 Scope of Work	PG 18
5.2 Qualifications	PG 21
5.3 Contractor's Responsibility/Performance	PG 22
5.4 Permits/Codes and Regulations	PG 22
5.5 Permits, Inspections, Fees	PG 22
5.6 Inspection Premises Prior to Bidding	PG 22
5.7 Completion Inspection	PG 22
<u>SIGNATURE SHEET/CERTIFICATION REGARDING IMMIGRATION CONTROL</u>	2 PGS
<u>BID SHEET</u>	2 PGS
<u>DEBARMENT CERTIFICATION</u>	2 PGS
<u>NON-COLLUSION AFFIDAVIT</u>	1 PG
<u>PROJECT COMPLETION CERTIFICATION</u>	1 PG
<u>ATTACHMENT A – Pricing Sheet</u>	
<u>ATTACHMENT B – General Notes</u>	
<u>ATTACHMENT C – Equipment to Terminate Fiber Inside Building</u>	
<u>ATTACHMENT D – Fiberloss Worksheet</u>	
<u>ATTACHMENT E - Fiber Optic Routing Plan Without Aerial</u>	

## OVERVIEW

### Topeka Public Schools

This Request for Proposal (RFP) is for Dark and Lit Fiber Options for expanding Topeka USD # 501's (TPS) fiber optic network. The district currently has a large fiber optic network that connects all of the sites and carries voice, data and video traffic within the district. This expansion will allow for additional drop locations and redundancy for existing locations as detailed in the specifications. For purposes of definition, Topeka Public Schools or USD # 501 refers to Unified School District No. 501, Shawnee County, Kansas.

### READ THIS REQUEST CAREFULLY

**This document is a Request for Proposal (RFP) and differs from a Request or Invitation for Bid. Offers will be evaluated based upon criteria formulated around the most important features of the requested service, of which quality, capability, availability, and past performance may be overriding factors. Award of this service may not be based entirely upon price.**

**Failure to abide by all of the conditions of this Request for Proposal (RFP) may result in the rejection of your offer. Your interest in this solicitation is greatly appreciated.**

**E-Rate Compliance:** Respondent must assure that its response is in compliance with all current E-Rate program guidelines established by the Federal Communications Commission (FCC). Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) at 1-888-203-8100 or see their website at [www.sl.universalservice.org](http://www.sl.universalservice.org).

**Eligibility of Goods and Services:** Goods and services provided shall be clearly designated as "E-Rate Eligible". Non-Eligible goods and services shall be clearly called out as 100% non-eligible or shall be 'cost-allocated' to show the percentage of eligible costs per SLD guidelines.

**E-Rate Funding Year Boundaries:** The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each fiscal year. The FCC contract 'signing date' must be prior to the last day to file the Form 471. However, **Topeka Public Schools** may require preliminary contract signing on or prior to this date. Regardless of contract 'signing date,' goods and services requested in this RFP shall be delivered no earlier than the start of the 2016 Funding Year (July 1, 2016). To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.

**SLD Invoicing:** Respondents agree to conform to all E-RATE guidelines for the billing of discounts to the SLD. Billing method will be the BEAR Form 472 method where **Topeka Public Schools** will request a check back for E-Rate services after the services have been paid to the Service Provider.

Responder must also provide the name, title and telephone number for single point of contact for E-Rate questions.

**SPIN and FCC Registration Numbers:** Respondents shall document the ability to participate in the E-Rate program by supplying their current SPIN (Service Provider Identification Number) as part of their proposal. Also provide your FCC FRN Registration Number.

**FCC/SLD Auditability:** The E-Rate program requires that all records be retained for at least five years. Respondent hereby agrees to retain all books, records, and other documents relative to this contract for ten (10) years after final payment, or until audited by SLD and or THE DISTRICT,

whichever is sooner. THE DISTRICT, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the contractor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

**Evaluation Criteria:** The E-Rate program requires that price be the major factor, but not the only factor in awarding this proposal. The following criteria will be used:

- a) 35% Total Price and Cost Effectiveness of Solution
- b) 25% Vendor's Experience and Demonstrated Support
- c) 20% Billing accuracy, tools, and format
- d) 10% Technical Merits
- e) 10% Vendor's Demonstrated Ability to work with E-Rate

## 1.0 TERMS AND CONDITIONS

- 1.1) **REQUIRED REVIEW:** Review this solicitation carefully. All Terms and Conditions, Standard Contractual Provisions, and General Provisions / Specifications as detailed in this REQUEST FOR PROPOSAL (RFP), as well as any Addendum(s) to the RFP, are understood to be, and considered part of any contractual agreement resulting from this proposal between Unified District No. 501 (dba Topeka Public Schools and also referred to as U.S.D. #501, “the District,” or “Owner”) and the successful Contractor.
- 1.2) **RESERVATIONS:** The Board of Education reserves the right to cancel this REQUEST FOR PROPOSAL at any time and for any reason. The Board also reserves the right to reject any or all offers, to accept any item or items in an offer, and to waive any informality or immaterial defect in offers.
- 1.3) **QUANTITIES:** The Board reserves the right to increase or decrease the quantity of any item. Every effort has been made to provide an accurate estimate of desired quantities or usage, but it is understood quantities are indefinite until time of order.
- 1.4) **PRICING:** Prices quoted must remain firm for period of (45) days from Response Due date. Prices shall remain firm for the contract period. Prices quoted are to be the full purchase price to the District including charges of every kind and nature.
- 1.5) **TAXES:** Unified School District No. 501 is exempt from all federal and local taxes unless otherwise imposed by a governmental body and applicable to the items on the proposal. Reference K.S.A. 79-3606 (c) governing items purchased directly by a public or private elementary or secondary school or educational institution.
- 1.6) **EQUIVALENT ITEMS:** Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer’s or vendor’s name, trade name, catalogs or model number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent items must be accompanied by sufficient descriptive literature and specifications to provide for detailed comparison. **Samples or demonstrations, if required, will be furnished at no expense to the District.**
- 1.7) **ALTERNATES:** Alternate offers comparable to the design, plans, drawings, methods, material, article or pieces of equipment listed in this REQUEST FOR PROPOSAL are invited. **Alternate proposals must be submitted by contractor and approved by District staff.** Providers should indicate clearly any deviation from the specifications of this solicitation. The District is under no obligation to consider or accept such offers.
- 1.8) **DISCOUNTS:** Cash discounts will **not** be considered in awarding a contract. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice, or acceptance of final receipt of goods, whichever is later.
- 1.9) **AWARD:** Proposals will be analyzed and the award made to the lowest **responsive and responsible** provider whose offer conforms to the solicitation, and is considered the most advantageous to Unified School District No. 501. Award may be made on an item-by-item basis, or based on group or total award. The District will issue a purchase order and signed contract(s) as its notification of award to the successful bidder.
- 1.10) **NEW GOODS:** Unless otherwise specified, all materials, supplies, articles or equipment offered by contractor must be **new**, and be the best of their respective kinds, free from defects in material or workmanship. Items will be subject to our inspection and approval. If a substitution is made at the time of delivery, it will be the decision of a Board of Education representative to determine if it is acceptable.
- 1.11) **DELIVERY:** Delivery of goods or materials to be F.O.B. stated location. All items must be properly packed and crated to insure delivery in good condition, and in accordance with any special instructions included in the REQUEST FOR PROPOSAL or purchase order.

**1.0 TERMS AND CONDITIONS CONTINUED**

- 1.12) **REJECTED ITEMS:** Rejected items will be held at the seller's risk and expense. Seller shall not provide replacement unless agreed to by a Board of Education representative.
- 1.13) **PAYMENT:** The Board of Education normally approves payment of invoice(s) on the first and third Thursdays of each month. Claims for payment received fourteen days prior to meeting dates, and having proper authorization for payment, will be paid immediately following Board approval. Payment of the seller's invoice is subject to adjustment for any shortage, or rejected items. Individual invoices must be issued for each shipment applied against a purchase order.
- 1.14) **PATENT INFRINGEMENT:** The supplier shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants, and employees, harmless from liability for use of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by the Board of Education.
- 1.15) **INDUSTRY STANDARDS:** Items must be furnished and performed in accordance with the best-established practices and standards recognized by the contracted industry and comply with all codes, regulations and governmental directives.
- 1.16) **COMPETITION:** The purpose of this solicitation is to seek competition. The contractor shall advise the Director of Purchasing Services if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received no later than five business days prior to the bid closing date. The Board reserves the right to waive minor deviations in the specifications if they do not hinder the intent of the solicitation.
- 1.17) **CONTRACTS:** Contracts entered into on the basis of submitted bids are revocable if contrary to law. All contractual agreements shall be subject to, governed by, and construed according to the laws of the **State of Kansas**. All of the documents included in this REQUEST FOR PROPOSAL will be considered as part of any agreement entered into between Unified School District No. 501 and the successful vendor.
- 1.18) **TERMINATION OF AGREEMENT:** District may, without prejudice to any other right or remedy, and without penalty, serve 30 days written notice to Contractor of intention to terminate any agreement for any of the following reasons: Contractor refuses or fails to perform services as required; Contractor fails to furnish adequate (quantity or quality) equipment; Contractor fails to furnish adequate and properly trained service personnel. Contractor shall, within the 30-day notice period, have the right to correct any noticed violation to the satisfaction of the District. If the contract is cancelled due to Contractor's failure to perform, the District shall pay contractor only for services delivered and work performed up to the cancellation. In the event of cancellation, the District reserves the right to retain other qualified contractor(s) to fulfill requirements of contract.
- 1.19) **TERMINATION DUE TO LACK OF FUNDING:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Unified School District No. 501, Shawnee County, Kansas (USD # 501, Topeka Public Schools) may terminate this agreement at the end of its current fiscal year. USD # 501, agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. USD # 501 will pay to the contractor all regular contractual payments incurred through the end of such fiscal year.
- 1.20) **SUBMITTALS:** Offers may be submitted through Public Purchase at **www.publicpurchase.com** with other required forms and bonds mailed or delivered to Unified School District No. 501, Purchasing Services, 624 SW 24<sup>th</sup> Street, Topeka, KS 66611. If you do not have Internet access to Public Purchase offers may be submitted by mail or hand delivered to the foregoing address. Envelopes containing offers must be sealed and clearly marked on the lower left hand corner with the firm name and address, quote name, and response due date and time. Offers must be submitted on the enclosed Signature and Bid Sheet(s).

## 2.0 STANDARD CONTRACTUAL PROVISIONS

**Important:** This page contains mandatory contract provisions and must be incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions page, which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

- 2.1) **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2.2) **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 2.3) **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Unified School District No. 501, Shawnee County, Kansas (USD # 501, Topeka Public Schools) may terminate this agreement at the end of its current fiscal year. USD # 501, agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year; to take possession of any equipment provided USD # 501 under the contract. USD # 501 will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. Upon termination of the agreement by USD # 501, title to any such equipment shall revert to contractor at the end of the USD # 501 current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to USD # 501 or the contractor.
- 2.4) **Disclaimer of Liability:** Neither USD # 501, Topeka Public Schools nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 2.5) **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 2.6) **Responsibility for Taxes:** USD # 501 is exempt from all federal, state and local taxes unless otherwise imposed by a governing body and applicable to the items on the proposal. USD #501 will not be responsible for, nor indemnify a contractor for taxes levied upon the subject matter of this contract.



## 2.0 STANDARD CONTRACTUAL PROVISIONS

- 2.7) **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by USD # 501; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by USD # 501. Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 2.8) **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find USD # 501 has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, USD # 501 shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 2.9) **Insurance:** USD # 501 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require USD # 501 to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor or lessor shall bear the risk of any loss or damage to any personal property in which contractor or lessor holds title.
- 2.10) **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 2.11) **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post audit from having access to information pursuant to K.S.A 46-1101 et seq.
- 2.12) **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
- 2.13) **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of USD # 501 regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

### 3.0 BIDDING INSTRUCTIONS

- 3.1) **Preparation and Submittal of Bid:** Offers may be submitted through Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com) with other required forms and bonds mailed or delivered to Unified School District No. 501, Purchasing Services, 624 SW 24<sup>th</sup> Street, Topeka, KS 66611. If you do not have Internet access to Public Purchase offers may be submitted by mail or hand delivered to the foregoing address. Envelopes containing offers must be sealed and clearly marked on the lower left hand corner with the firm name and address, quote name, and response due date and time. Offers must be submitted on the enclosed Signature and Bid Sheet(s).

The District shall not be responsible for the premature opening of a paper bid or for the rejection of a paper bid that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container.

If you are unable to submit a bid on this project and would like to remain on our bid list, please return a letter stating this.

- 3.2) **Signature of Bids:** Each bid shall include the complete mailing address of the contractor and be signed by an authorized representative by original signature with his or her name and legal title typed or printed below the signature line. Each bid shall include the contractor's Social Security Number or Federal Employer Identification Number.
- 3.3) **Bid Bond:** Each bid of \$100,000 or more is to be accompanied by a Bid Bond in an amount equal to **5%** of the total bid. **Personal or Company checks, Cashiers or Certified checks are not acceptable.**
- 3.4) **Addenda:** All contractors shall acknowledge receipt of any addenda to a Bid Request. Failure to acknowledge receipt of any addenda may render the bid non-responsive. Changes to a Request for Bid shall be made solely by a written addendum issued by the District Purchasing Services Department. Suppliers are asked to promptly notify Purchasing Services of any ambiguity, inconsistency, or error that they may discover after examining the Bid Documents.
- 3.5) **Bidder Contracts:** Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this bid request. (Standard Contractual Provisions remain a mandatory requirement in all contracts.)
- 3.5) **Closing Date for Bids:** All bids shall be received promptly by **2:00 P.M.** Central Standard or Daylight Savings Time, whichever is in effect, on **Monday, February 22, 2016.**

Both electronic and paper bids received prior to the closing date shall be secured and remain sealed until the closing date. Paper bids received after the closing date will not receive consideration and will be retained unopened in the Purchasing Services Office or returned at the bidder's request.

- 3.6) **Modifications of Bids:** A contractor may modify a submitted bid any time prior to the deadline for receipt of bids. Modifications must be made through Public Purchase if submitting an electronic bid, or if submitting a paper bid, received in a sealed envelope or container with the Firm's Name, Bid Name, Bid Number, and the Closing Date and Time clearly marked.
- 3.7) **Withdrawal of Bids:** An electronic bid may be withdrawn through Public Purchase, or a paper bid upon written request from the contractor to the **Director of Purchasing Services** prior to the closing date.
- 3.8) **Bid Disclosure:** This is a negotiated procurement. At the time of closing, only the names of the respondents shall be made public information. Cost proposals will not be disclosed until the time of award. A list of respondents may be obtained by attending the public bid opening or by contacting Purchasing Services.

**BIDS MUST EITHER BE SUBMITTED ELECTRONICALLY THROUGH PUBLIC PURCHASE WITH ALL OTHER REQUIRED FORMS AND BID BONDS SUBMITTED TO THE DISTRICT PRIOR TO THE TIME AND DATE OF BID OPENING OR THE ENTIRE PAPER BID PACKAGE MUST BE SUBMITTED**

**TO THE DISTRICT AS PER PARAGRAPH 3.1 THE FORMS INCLUDED WITH THIS BID REQUEST MUST BE USED. BIDS NOT PURSUANT TO THE CONDITIONS SET OUT IN THIS REQUEST MAY BE REJECTED.**

## 4.0 GENERAL PROVISIONS

### 4.1) **INVITATION TO BID**

You are invited to submit a sealed proposal for Dark or Lit Fiber. If there are any questions or comments regarding the bid specifications or project details, contact Deana Merryman, Director of Purchasing, at 785-295-3066. Because we are expending local tax dollars, Topeka Public Schools intends to utilize all resources available to complete this project the best way possible at the lowest possible price.

### 4.2) **AWARD:**

Bids will be analyzed and the award made to the lowest responsive, responsible bidder whose offer conforms to the solicitation, and is considered the most advantageous to Unified School District No. 501. Award may be made on an item-by-item basis, or based on group or total award. The District will issue a purchase order, contract, or both as its notification of award to the successful bidder. **“Responsive” means** that a bid or proposal complies with all material aspects of the invitation or request. **“Responsible” means** that the vendor or bidder demonstrates the intent and ability to perform an awarded contract as required by law, District Policy 2575 and applicable Board policies and regulations. The District reserves the right to accept any proposal, which is deemed most favorable to its interest, and to reject any or all proposals which are not in the best interest of the District. **Price, quality of materials offered, and contractors’ (and subcontractors) ability and experience in providing the requested materials and or service will be evaluated during award process.**

### 4.3) **ASSIGNMENT**

The Contractor shall not assign this contract or any part thereof, or any monies due or to become due there under, without the approval of the Owner, nor without the consent of the surety, unless the surety has waived its right to Notice of Assignment.

### 4.4) **SPECIFICATIONS FORM & DEFINITION**

- a) “Contractor”, wherever used in these specifications, shall mean the Company that enters into a contract with the “Owner” to perform this section of work.
- b) “Provide” means to furnish and install in a satisfactory working condition
- c) “Mandatory” in this contract document means mandated – required to attend

### 4.5) **CONTRACT DOCUMENTS**

The term “Contract Documents” refers to the invitation, specifications, addenda, alternates, plans or drawings, and proposal form enclosed or referred to herein, as well as the contract, and all are considered as a part of the contract documents.

### 4.6) **CONTRACT CHANGES**

Changes or deviations from the contract documents; including those for extra or additional work must be submitted in writing for review by Topeka Public Schools. No verbal Change Orders will be recognized.

4.7) **BONDS**

- a) **BID BOND:** Each bid of \$100,000 or more is to be accompanied by a Bid Bond in an amount **equal to 5% of the total bid**. The bid bond must be in the form of a Bid Bond issued by a Surety Company.

Personal or Company Checks, Cashiers or Certified checks are not acceptable.

Any bid bond accompanying a proposal, except that of the awarded bidder, will be promptly returned upon request.

- b) **A Payment Bond is REQUIRED for all projects costing \$100,000 or more.** Upon acceptance of a proposal and execution of the contract, the successful Contractor shall file a Statutory or Labor and Materials Payment Bond to the owner (complying with K.S.A. 60-1111 - required for construction, reconstruction, and remodeling projects which **exceed \$100,000**) in the amount of 100% of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials, equipment, and supplies in connection with this contract. The payment bond shall be filed by the Contractor with the Clerk of the District Court of Shawnee County, Kansas, and the Contractor shall furnish the Owner with a copy of the payment bond bearing the written approval and filing stamp of the Clerk of the District Court. Furthermore, a copy of the receipt for filing for payment bond shall be supplied to the owner. Bond shall be with a surety company licensed to do business in the State of Kansas.
- c) **A Performance Bond is REQUIRED for all projects costing \$100,000 or more.** Upon acceptance of a proposal and execution of the contract, the successful Contractor shall file a Performance Bond to the owner in the amount of 100% of the contract price as security for the faithful performance of the contract. The performance bond shall be filed by the Contractor with the Clerk of the District Court of Shawnee County, Kansas, and the Contractor shall furnish the Owner with a copy of the performance bond bearing the written approval and filing stamp of the Clerk of the District Court. Furthermore, a copy of the receipt for filing for the performance bond shall be supplied to the owner. Bond shall be with a surety company licensed to do business in the State of Kansas.

4.8) **INSURANCE**

- a) The Contractor shall furnish the Owner with a certificate of insurance as proof that the insurance herein described has been obtained. All insurance cost are to be paid by Contractor.
- b) Workmen's Compensation Insurance as required by law shall be obtained and maintained by the Contractor for all his employees at the project site for the duration of this contract.
- c) Public Liability and Property Damage Insurance shall be obtained and maintained by the Contractor for the duration of this contract. Public Liability Insurance in an amount of not less than \$500,000.00 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount of not less than \$500,000.00 on account of one accident and Property Damage Insurance in an amount of not less than \$100,000.00 shall be obtained and so maintained.
- d) Builder's Risk Insurance and Theft Insurance shall be maintained by the Contractor.

4.9) **TOPEKA PUBLIC SCHOOLS POLICY (2575-PART III) FOR CONSTRUCTION, REMODELING & MAINTENANCE PROJECTS.**

- A. Contractors are encouraged to utilize disadvantaged business enterprises, also known as minority-owned and women-owned business enterprises, as subcontractors and suppliers. When assessing bid responses for construction, alteration, or repairs under \$20,000 the Board of Education will view inclusion of disadvantaged business enterprises, also known as minority-owned and women-owned business enterprises, as subcontractors and suppliers as a positive factor in awarding the contract.
- B. Every contractor who is the successful bidder on a contract for construction, reconstruction, remodeling, operations or maintenance of a Topeka Public Schools' building or other facility, and all subcontractors hired or otherwise used by said contractor shall abide by all applicable Federal and Kansas laws and labor laws. A contract may be terminated or suspended at any time that Topeka Public Schools is presented with credible evidence that a contractor or subcontractor has violated the requirements of this policy.
- C. Contractors and subcontractors shall pay their employees not less than the minimum wage established by the Federal Fair Labor Standards Act.
- D. Contractors and subcontractors shall at all times maintain a safe and healthy working condition and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' and subcontractors' working conditions shall conform to the standards set by the Federal OSHA or a similar state agency, whichever standards are more rigorous.
- E. Contractors and subcontractors are encouraged, but not required, to be registered with the Kansas Department of Commerce's Division of Workforce Services and to have a registered training program for Topeka Public Schools students and graduates.
- F. All contractors shall abide by the I.R.S. guidelines for subcontracting along with K.S.A. 44-766. If a contractor or subcontractor is found in violation of misclassifying workers as independent contractors, the contract shall be subject to immediate termination.
- G. The superintendent or his/her designees are hereby charged with the responsibility and authority to investigate all credible complaints relating to the substantial failure of a contractor or subcontractor to comply with the terms of this policy.
- H. A copy of this policy, or a reiteration of the terms and conditions thereof, shall be made a part of the construction specifications and standards of each and every contract and each and every subcontract let by a contractor.

4.10) **IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the District, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the District's request, the Contractor is expected to produce to the District any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

4.11) **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

The Board of Education of USD 501 has publicly expressed its intent that DBE contractors are encouraged to participate in Topeka Public schools' construction and remodeling projects. If applicable, proposers on these projects should verify their status as a minority-owned business. Proposers should document the DBE contractors, if any, contacted in preparation of their proposals on these projects or intended to be used on these projects, if it is awarded. The successful bidder is required by law to observe the requirements of the Kansas Act Against Discrimination. Because we are expending local tax dollars, the Topeka Public Schools intends to utilize all resources available to complete these projects the best way possible at the lowest possible price.

4.12) **QUALIFICATIONS**

The contractor responsible for work under this section shall have completed a job of similar and magnitude within the last 3 years. The contractor shall employ an experienced, competent and adequate work force licensed in their specific trade and properly supervised at all times. Unlicensed workers and general laborers shall be adequately supervised to insure competent and quality work and workmanship required by this contract and all other regulations, codes and practices. At all times the contractors shall comply with all applicable local, state and federal guidelines, practices and regulations. Contractor may be required to submit a statement of qualifications upon request before any final approval and selection. Failure to be able to comply with these requirements is suitable reason for rejection of a bid.

4.13) **CONTRACTOR'S RESPONSIBILITY**

- a) The Contractor shall be wholly responsible under this contract for its faithful execution.
- b) The work shall be under the supervision of a competent person skilled in this work. Supervisors shall be at the project site at all times when work is in progress to receive instructions and give instructions to the individuals employed at work site.
- c) The Contractor shall be responsible for care and protection of the work and for all materials and apparatus on the project premises until the work is completed and accepted by the owner.
- d) Each bidder shall visit the project site to establish and verify all of the necessary labor, material(s) and equipment needs required to complete specified project.
- e) The Contractor shall clean up and remove all trash which has accumulated from and during the execution of the work and leave the premises ready for acceptance.
- f) Final acceptance of work shall be subject to the condition(s) that all systems, equipment, and apparatus operate satisfactorily.

- g) The Contractor shall ensure the District's Information Technology Department has notification a minimum of twenty-four (24) hours prior to any work being conducted that may disrupt a facilities network communications, telephone system, or electrical service.

4.14) **PERMITS, CODES AND REGULATIONS**

- a) Contractor shall provide work in accordance with applicable codes, rules, and regulations of Local, State, and Federal Government and other authorities having lawful jurisdiction.
- b) Contractor shall secure and pay for necessary permits and certifications of inspection required by governmental ordinances, laws, rules or regulations and keep a written record of all permits and inspection certificates and submit to Topeka Public Schools Operation Management with a request for final inspection.
- c) The Contractor shall give all notices and comply with all laws, codes, ordinances, rules, and regulations bearing on the conduct of the work specified. If the Contractor observes that the contract documents are at variance with any rules and regulations, they shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances and regulations, and without such notice to the Owner, they shall bear all costs arising from violation.

4.15) **SALES TAX EXEMPTION**

- a) Materials and equipment incorporated into this project are exempt from payment of Kansas sales tax, and such sales tax shall be excluded from bidder's proposal.
- b) Owner will furnish Contractor with proper exemption certificate number within ten (10) days of contract date. Should Owner fail to furnish such exemption certificate number within a ten (10) day period, Owner shall reimburse Contractor monthly for all sales tax amounts for which he becomes liable until certificate number is furnished
- c) Upon receipt of a proper exemption certificate number, Contractor shall assume full responsibility for his proper use of certificate number and shall pay all costs of any legally assessed penalties for his improper use of exemption certificate number.
- d) Contractor will furnish exemption certificate number to all suppliers from whom purchases are made and require suppliers to execute invoices covering purchases bearing the number of such certificate.
- e) Contractor will furnish copies of all such invoices to the Owner prior to final settlement under the contract.

4.16) **INSPECTION OF PREMISES PRIOR TO BIDDING**

**PLEASE NOTE – ONLY ONE PRE-BID MEETING IS SCHEDULED FOR THIS PROJECT. INTERESTED VENDORS SHOULD PLAN ON ATTENDING THIS MEETING ON THE SCHEDULED DATE AT THE SCHEDULED TIME IN ORDER TO SUBMIT A BID FOR CONSIDERTION. (Topeka Public Schools may schedule a second pre-bid meeting at our sole discretion if deemed necessary to obtain competitive bids. However, considerable time and resources are required for each pre-bid meeting, so a second one is not anticipated and should not be expected.)**

**REQUIRED SITE VISIT / PRE-BID MEETING:** Friday, January 29, 2016 – 9:00 A.M, Meet at the WHERE??? IT DEPARTMENT???, Topeka, KS. Representatives of the IT Department and the Operations and Maintenance Department will be available at the pre-bid to answer questions regarding intent of specifications.

**4.17) PROJECT COMPLETION CERTIFICATION**

Upon completion of the project, the Contractor must furnish a State of Kansas Project Completion Certification (form PR-77 from <https://www.kdor.org/taxcenter/>) to the Owner. The Owner will retain this document in their files and record the actual date the project was completed online. All invoices must be retained by the Contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.

**4.18) TIME OF COMPLETION**

The work shall **begin on Saturday, October 1, 2016**. The work shall be **substantially complete by Saturday, December 31, 2016**.

Should the Contractor fail to complete all work on or before the date of substantial completion, the District may retain the amount of \$250.00 for each day thereafter (except Sundays and holidays) that the Contract remains uncompleted.

**4.19) CLAIMS FOR ADDITIONAL TIME**

- a. If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- b. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.
- c. Should the Contractor feel that Work was delayed by abnormal weather conditions, the Contractor may request a time extension to the Contract. Such claim shall be requested in writing to the Architect. Such Claim shall include full details and substantiating data to permit evaluation by the Architect and Owner, including, but not limited to, copies of the onsite logs, during the period in question.
- d. To be eligible for a time extension to the Contract for abnormal weather, the Contractor must have been prevented from working 50% or more of the Contractor's scheduled work effort for that day, and the work delayed must be critical to the timely completion of the Work. Should abnormal weather occur on a weekend or holiday day, when the Contractor was not scheduled in advance to work, no extension of time will be allowed for those days, since the Contractor experienced no actual delay to his Work on those days. Unless the Contractor gives prior notification to the Architect and Owner in writing of their intent to work on a weekend or holiday, no time extension will be allowed due to adverse weather on those days.
- e. Data from the National Climate Data Center of the National Oceanic and Atmospheric Administration shall be used to analyze the historic weather data and information of the NE Kansas area to determine, if the weather conditions in Topeka, Kansas could be considered abnormal, during the progress of the work of this Contract.
- f. Claims for additional time due to adverse weather conditions shall be documented and calculated as follows:
  - a. Bad weather day means any calendar day in a month that a Contractor is unable to proceed with the stage or states of the Work that is scheduled for that day due to weather claims.
  - b. If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal



for a period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

- c. The average number of bad weather calendar days reasonably anticipated for each month are as follows: January – 10; February – 5; March – 4; April – 5; May – 8; June 8; July – 6; August – 5; September – 6; October – 5; November – 3; and December - 8.
- d. The Contractor will provide the Architect with a written monthly bad weather day report within five (5) days of the end of a month. If the Contractor fails to report bad weather days by five days from the end of a month, then it will be assumed that there were no bad weather days for that month.

4.20) **COMPLETION INSPECTION**

On receipt of a request for inspection, the contractor must accompany School and District Representatives on a walk-through of project site to acknowledge job completion and satisfaction.

4.21) **SHOP DRAWINGS**

If requested, furnish four sets of shop drawings and manufacturer's color chart and cut sheets with complete instructions for preparation, installation, operation and maintenance. These drawings and instructions shall be prepared with specific instructions for this particular project as required.

Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar drawings.

4.22) **PERFORMANCE**

Final acceptance of work shall be subject to the condition that all systems, equipment, apparatus and appliances operate satisfactorily as designed and intended. Work shall include required adjustments of systems and control equipment installed under this specification division.

The contractor warrants to the owner the quality of material, equipment, and workmanship under the specification division for a period of one year from and after completion of building project and acceptance by Owner Topeka Public Schools.

4.23) **WARRANTY**

The Contractor warrants to the Owner that upon notice from them within a one year warranty period following date of acceptance, that all defects that have appeared in materials and/or workmanship, will be promptly corrected to original condition required by contract documents at Contractor's expense. The above warranty shall not supersede any separately stated warranty or other requirements by law or by these specifications.

4.24) **PAYMENT**

Contractors must file a claim for payment two weeks prior to any Board of Education meeting for the Board's approval. Following approval of the Board, payment will be made.

4.25) **SAFETY**

Precautions shall be exercised at all times for the protection of all persons (including employees and visitors to job site) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and hazards shall be safe guarded.

4.26) **REFERENCES**

Contractor shall provide references for recently completed (similar in scope) projects upon request from District.

## 5.0 SPECIFICATIONS

### 5.1) SCOPE OF WORK

#### A. SCOPE OF SERVICES – SUMMARY OF REQUIREMENTS

1. As approved by the Federal Communications Commission in E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) – The Topeka Public Schools USD 501 District wishes to compare Dark Fiber and Lit Services for its District Wide Area Network (WAN). The WAN provides broadband connectivity between instructional and non-instructional buildings in the District back to the District Data Center at 1900 SW Hope Street, Topeka KS 66604-3599. **The service is being planned to begin on October 1, 2016. There are no current contracts for such services in existence with the District.**
2. Connecting two existing schools in the northern tier of the District, as well as new and renovated District facilities under construction / renovation between the aforementioned school facilities, will complete a redundant WAN loop for all District facilities. The existing schools are Landon Middle School at 732 SW Fairlawn, and Meadows Elementary School at 201 SW Clay. The new District facilities are Capital City School at 500 SW Tuffy Kellogg Drive, the Boisen Building at 2731 SW East Circle Drive South, the Southard Building at 2701 SW East Circle Drive South, and the Westar Education Center (WEC) at 3100 SW Kanza Drive. The total distance of the new fiber run is between five and six miles.
3. With this in mind, the District is seeking options for a dark fiber and lit service solution alternatives where all fiber and routing equipment is 100% dedicated to the District's network. The proposed lit service or dark fiber options must be exclusive to Topeka Public Schools USD501 (transport circuits or dark fiber will not include access to the commercial internet). The solution options should provide high availability, high bandwidth services that support data, voice, and video simultaneously.
4. The District is seeking two options for proposals. The first option is a dark fiber solution that includes a not to exceed price proposal for time and materials for a District owned and operated fiber WAN connection as described in the plans provided with this RFP. The second option is a fully managed, lit service WAN. Proposals for Managed Services should include all necessary routing equipment, with operation, maintenance, and provider technical support for such equipment as part of the Managed Services. Based on the proposals and a cost effectiveness analysis, the District will determine if any of the Lit Service or Dark Fiber or some combination of solutions is acceptable
5. As part of a proposal submitted, a network diagram displaying the paths to be used to serve each endpoint must be included and three references from current customers equivalent to the size of the District.

#### B. FIRST OPTION – DARK FIBER

1. The Respondent is requested to quote a 72 strand fiber segment between the Landon Middle School, 731 SW Fairlawn and Meadows Elementary School, 201 SW Clay,

connecting to the following District facilities: Capital City School, 500 SW Tuffy Kellogg Drive, Boisen Building, 2731 SW East Circle Drive South, Southard Building, 2701 SW East Circle Drive South, WEC 3100 SW Kanza Drive.

2. Plans for the required point-to-point routing have been designed by Schmidt, Beck & Boyd Engineering, LLC and are included with this RFP.
3. It is the responsibility of the Vendor to stake the right-of-way. Fiber and hand holds are to be located within City right-of-way or the District's property.
4. The Vendor is hereby informed that directional rock boring is anticipated under the channel East of MacVicar Avenue within the 2<sup>nd</sup> Street right-of-way. All Directional rock boring is to be paid as "direction bore 1-1/2" HDPE".
5. All 1-1/2" HDPE conduit shall be directionally bored unless otherwise specified. Minimum depth of the 1-1/2" HDPE conduit shall be 36 inches.
6. All work and materials for wall sleeves, wall penetrations, and conduit for running fiber inside each District facility are subsidiary to 1-1/2" HDPE conduit.
7. All fiber shall be Corning SST-Ribbon, Single Tube, Gel Free, Armored Cable. All splices indicated on the plans are subsidiary.
8. Summary of Quantities

a. Direction Bore 1-1/2" HDPE	25,910	LF
b. 1" Plenum Innerduct	880	LF
c. 5BQ2MT-072 (Fiber)	27,190	LF
d. 5BQ2MT-024 (Fiber)	1980	LF
e. Handhole (3'x5'x3') w/Grounding HH & Fiber	9	EACH
f. Handhole (3'x5'x3')	6	EACH
g. Fiber Markers	101	EACH
h. Equipment to Terminate Fiber Inside Building	5	EACH
i. Construction Staking	1	LUMP SUM
j. Seeding and Mulching	1	LUMP SUM

C. **SECOND OPTION – LIT FIBER SERVICE**

1. The District must have guaranteed Lit Transport Bandwidth throughput (upload and download) of 40Gbps, upgradeable to 100Gbps with Service Level Agreement (SLA) guarantees. SLA minimum requirements are listed below. The solution must be scalable within the 40Gbps to 100Gbps range. All respondents must be eligible to participate in the Universal Service Fund's E-rate Support Mechanism as a service provider, and shall provide a valid Service Provider Identification Number assigned by the Universal Service Administrative Company.

2. The pricing sheet (Attachment A) includes columns for respondents to provide 40Gbps to 100Gbps pricing (in 10Gbps increments) between various endpoints. Price quotes are requested for 60 and 120 months terms of service. Prices should be all inclusive. All-inclusive in this case means that all non-recurring costs (NRC) required by the Vendor to commence service are separately listed, clearly indicating any NRCs associated with special construction, and all monthly recurring costs (MRC) for the corresponding circuits should be included in the requisite columns of the pricing sheets. In the case of any NRC special construction charges, Respondents are requested to provide installment payment pricing for the applicants E-rate non-discounted charges, with such installment payments to be paid in equal installments over four years. No increased pricing will be allowed during the term of the quoted NRC and MRC rate in each pricing cell of the spreadsheet.
3. All Lit Service circuits must support Quality of Service (QoS) and have the ability to apply rate limiting guarantees to specific packet types to ensure Quality of Service at each WAN link. The network must have the ability to support multiple QoS policies and prioritization queues across each link in the WAN to reduce latency and packet loss and guarantee throughput for data, voice, and video.
4. For lit services the following specifications shall apply:
  - a. Required web portal or local monitoring of all circuits
  - b. Shared management of equipment
  - c. Must provide response time for outages
  - d. Must provide 99.99% guaranteed uptime
  - e. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
  - f. Network Latency Commitment <5 milliseconds roundtrip
  - g. Network Jitter Commitment <5 milliseconds
  - h. Bit-Error Rate commitment <0.25% between circuit endpoints
  - i. Mean Time-To-Repair for outages <4 hours

**D. STANDARDS FOR LIT SERVICE OR DARK FIBER**

1. For all proposals, whether for lit service circuits or dark fiber an exact (required) scope of work listing all pertinent details, including but not limited to, as applicable, installation schedules, exact standards to be adhered to as well as detailed drawings showing fiber and equipment locations must be provided to the District as part of the proposal. This detailed scope of work will be delivered to Universal Service Administrative Company's (USAC) School and Libraries Program upon request, typically once all E-Rate applications are filed, a Funding Commitment Decision Letter (FCDL) is issued to Topeka Public Schools, and the District issues the Vendor a purchase order. (NOTE: All responding Vendors must be a registered vendor with USAC and have a USAC issued Service Provider Identification Number-SPIN).

**E. EXISTING VOICE/DATA NETWORK**

The District network is currently running on dark fiber. The awarded service provider must deliver a seamless continuation of voice and data services throughout the installation process. All schools/sites geographical layouts are expected to remain relatively static with the potential exception of the point of entry to the WEC located at 3100 SW Kanza Drive. The awarded Vendor will be responsible for the conduit routing of all required fiber optic cable into each school/site. All schools/sites are equipped with a CISCO Nexus 9396x Router. The preferred handoff from the service provider is single mode fiber.

**F. EQUIPMENT TO TERMINATE FIBER INSIDE BUILDING(S)**

1. FDP: Leviton OPT-X 1000 3RU w/metal door (5R730-00N)
2. Bulkheads: Leviton Opt-X Fiber Adapter Plates (5F100-2LL)
3. Splice Trays: Leviton Injection Molded Splice Trays.
4. Ends: Fusion splice tight buffered Corning Glass plenum rated ends onto SST-Ribbon fiber.
  - a. Option #1 – Use Corning Glass plenum rated cables with factory installed LC UPC connectors.
  - b. Option #2 – Use Corning Glass plenum rated cables without connectors and fusion splice LC UPC pigtails in the FDP.
5. Testing: All connections certified and approved according to TIA TSB-140 Tier 2 testing standards. Data to be provided in both hard copy and digital form.
6. Other: All connections terminated logically in bulkheads and labeled with printed labels (not handwritten). Full documentation (spreadsheet), including bulkhead port numbers, for all connections to be provided.

**5.2) QUALIFICATIONS**

1. The contractors responsible for Work under this section shall have completed a job similar in scope and magnitude within the last 3 years. The contractors shall employ an experienced, competent and adequate work force licensed in their specific trade and properly supervised at all times. Unlicensed workers and general laborers shall be adequately supervised to insure competent and quality workmanship required by the contract and all other rules, regulations, codes and practices. At all times the contractors shall comply with all applicable local, state, federal guidelines, practices and regulations. Contractor may be required to submit a statement of qualifications upon request before any final approval and selection. Failure to be able to comply with these requirements is suitable reason for rejection of a bid.

**C. LOCAL CONDITIONS**

1. The contractor shall visit the site and determine the existing local conditions affecting the work required. Failure to determine site conditions or nature of existing or new construction will not be considered a basis for granting additional compensation.

**5.3) CONTRACTOR'S RESPONSIBILITY / PERFORMANCE**

- A. The Contractor shall be wholly responsible under this contract for its faithful execution.
- B. The work shall be under the supervision of a competent craftsman skilled in this work. This craftsman shall be at the project site at all times when work is in progress to receive instruction and give instructions to the labors.
- C. The Contractor shall be responsible for care and protection of the work and for all materials and apparatus on the project premises until the work is completed and accepted by the owner.
- D. Each bidder shall visit the site and shall satisfy himself as to all quantizes required.
- E. The contractor shall clean up and remove all trash, which has accumulated from and during the execution of the work, and leave the premises ready for acceptance.
- F. Final acceptance of work shall be subject to the condition(s) that all systems, equipment, and apparatus operate satisfactorily.

**5.4) PERMITS / CODES AND REGULATIONS**

- A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the contractor.
- B. The Contractor shall give all notices and comply with all laws, codes, ordinances, rules and regulations bearing on the conduct of the work specified. If the Contractor observes that the contract documents are at variance with any rules and regulations, he/she shall promptly notify the Owner in writing and any necessary changes shall be adjusted as provided in the contract for changes in work.  
  
If the Contractor performs any work knowing it to be contrary to such laws, ordinances and regulations, and without such notice to the owner, he/she shall bear all costs arising their form.
- C. Provide work in accordance with applicable codes, rules, and regulations of Local and State, Federal Government and other authorities having lawful jurisdiction.

**5.5) PERMITS, INSPECTIONS, FEES**

The Contractor shall secure and pay for necessary permits and certifications of inspection required by governmental ordinances, laws, rules or regulations. Keep a written record of all permits and inspections certificates and submit to Topeka Public Schools Operation Management with request for final inspection.

**5.6) INSPECTION PREMISES PRIOR TO BIDDING**

See Paragraph 4.16.

**5.7) COMPLETION INSPECTION**

On receipt of a request for inspection, the contractor must accompany School and District Representatives on a walk-through of project site to acknowledge job completion and satisfaction.

**SIGNATURE SHEET****REQUEST FOR PROPOSAL: MM 15-16:01  
Dark/Lit Fiber****Execution of Proposal**

In compliance with the foregoing Request for Proposal and subject to all Terms and Conditions, Provisions, and Specifications thereof, the undersigned agrees, if this proposal is accepted, to furnish the service(s) and material(s) as requested. **The signature below constitutes certification that:**

- Required Bid Bond of 5% (if bid is \$100,000 or more) is included - Bid Bond(s) ONLY
- The proposal was signed by an authorized representative of the firm
- The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined
- All labor costs associated with this project have been determined, including direct and indirect costs
- The potential Contractor has inspected the location where work is to be performed, and is aware of the prevailing conditions associated with the requested services
- The potential Contractor is aware of and is able to satisfy requested project completion date
- The Contractor has no substantial conflict of interest sufficient to influence the bidding process
- The Contractor understands the District intends to award this contract **All or None**

**Addenda:** The undersigned acknowledges receipt of the following addenda:

#1(\_\_\_\_)      #2(\_\_\_\_)      #3(\_\_\_\_)      #4(\_\_\_\_)      None (\_\_\_\_)

Legal Name of Firm or Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & zip code: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Women or Minority Owned Business (Y/N) \_\_\_\_\_

Telephone (800) \_\_\_\_\_ Local \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Signature \_\_\_\_\_ Title \_\_\_\_\_

**Please Indicate Taxes Currently Registered for in Kansas:** Corporate Income Tax (\_\_\_\_)

Sales Tax (\_\_\_\_) Withholding Tax (\_\_\_\_) Compensating Use Tax (\_\_\_\_) None (\_\_\_\_)

**CERTIFICATION REGARDING  
IMMIGRATION REFORM & CONTROL**

**REQUEST FOR PROPOSAL: MM 15-16:01  
Dark/Lit Fiber**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

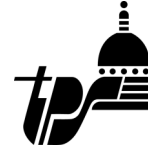
---

Signature, Title of Contractor

---

Date



**TOPEKA PUBLIC SCHOOLS - USD#501****BID SHEET****RFP MM 15-16:01 – Dark/Lit Fiber**

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

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

**TOTAL BID MUST INCLUDE SHIPPING FOB DESTINATION PREPAID AND ALLOWED.**

Quantity	Unit	Description	Cost
1	Lump Sum	OPTION 1: Dark Fiber	
1		Option 2: Lit Fiber Service – Complete Attachment A Pricing Sheet.	See Attached Pricing Sheet.

**THIS PAGE INTENTIONALLY BLANK**

**DEBARMENT CERTIFICATION**

Conditions for certification:

1. The bidder shall provide immediate written notice to the Purchasing Department of Topeka Public Schools if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from: <https://www.acquisition.gov/far/html/Subpart%209.4.html>.
3. The bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in contracts with Topeka Public Schools, unless specifically authorized by the Purchasing Department.
4. The bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of any subcontractors.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except as authorized in paragraph 5 herein, Topeka Public Schools may terminate any contract without notice if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

The Federal Government prevents recipients of federal grants and other funding from entering into business with an excluded party. An excluded party is a person or company that has been debarred, suspended, or otherwise excluded from receiving federal contracts, federally-approved subcontracts, or certain types of federal financial and non-financial assistance and benefits. Executive Order 12689 states that entity debarments or suspensions from procurement with one agency have government-wide effect.

Therefore, Topeka Public Schools is required to validate that the companies with which they do business are NOT excluded parties. To that end, please sign and date your affirmation that your company is NOT excluded below, and return this form with your submittal.

If the bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a debarment certification will result in the bidder's bid being considered non-responsive.

Legal Name of Firm or Corporation: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & ZIP Code: \_\_\_\_\_

Telephone (800) \_\_\_\_\_ Local \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Printed Signature \_\_\_\_\_ Title \_\_\_\_\_

☐ Check here if an explanation is attached to this certification.

**REQUEST FOR PROPOSAL MM 15-16:01**

**TPS**

**NON-COLLUSION AFFIDAVIT**

**STATE OF KANSAS** )  
 ) ss.:  
**COUNTY OF SHAWNEE** )

\_\_\_\_\_ being first duly sworn, deposes and says:  
(Type or print name)  
that he or she is the \_\_\_\_\_ of  
(Type or print title)  
\_\_\_\_\_, who submits herewith  
(Type or print name of company/firm)

to Topeka Public Schools, Unified School District No. 501, the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

(a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;

(b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;

(c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;

(d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of , 20\_\_ , by  
\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

\_\_\_\_\_  
Notary Public

(Notarial Seal)

**WARNING:** Bids will not be considered unless the affidavit hereon is fully executed including the affidavit of the notary and the notarial seal.

Kansas Department of Revenue  
Office of Policy and Research  
915 SW Harrison St., Room 230  
Topeka, KS 66612-1588

Telephone: (785) 296-3081  
FAX: (785) 296-7928

## STATE OF KANSAS PROJECT COMPLETION CERTIFICATION

TO: \_\_\_\_\_  
Name of Entity to whom Project Exemption Certificate was Issued

\_\_\_\_\_  
Street Address City State Zip Code

This is to certify, to the best of my knowledge and belief, that all materials purchased under Exemption Certificate Number \_\_\_\_\_, issued by the Kansas Department of Revenue, were incorporated into the building or project for which the exemption was issued and were entitled to an exemption pursuant to K.S.A. 79-3606(d), (e) or (cc), as amended.

\_\_\_\_\_  
Contractor / Subcontractor

\_\_\_\_\_  
P.O. Box and/or Street Number and Name

\_\_\_\_\_  
Street Address City State Zip Code

\_\_\_\_\_  
Signature and Title of Authorized Representative Date

### **INSTRUCTIONS**

Upon completion of a tax exempt project, the contractor must furnish this certification to the taxpayer for which the work was performed. A copy of this certification must also be forwarded to the Kansas Department of Revenue, Office of Policy and Research, 915 SW Harrison Street, Room 230, Topeka, Kansas 66612-1588. All invoices must be retained by the contractor for a period of five (5) years and are subject to audit by the Kansas Department of Revenue.