



REQUEST FOR PROPOSAL

for

Self-Provisioned Network  
to connect  
Tenino Elementary School

Proposal Due Date: March 1, 2019

E-Rate Form 470 # 190016012

Tenino School District  
PO Box 4024 / 301 Old Hwy 99 N  
Tenino, WA 98589

## **Overview**

Tenino School District (BEN 145331) (“District”) is requesting proposals to build a 10Gb self-provisioned network to connect Tenino Elementary School to the district network (which connects at Tenino Middle School). This will allow Tenino Elementary to be upgraded to the same speeds as the other school buildings. Vendors must be able to provide this service in compliance with Federal E-Rate regulations, including having a valid SPIN number. Proposals from vendors without a SPIN number will not be considered.

Award of the proposal is contingent upon A) the District having adequate funding available to include requested goods and services in its annual budget and B) funding from the Schools and Libraries Universal Service Program. The successful vendor agrees to receive a portion of the payment for the provision of goods and services described herein directly from the Universal Service Fund (“USF”), and/or its agents, the National Exchange Carrier Associations (“NECA”), and/or the Schools and Libraries Corporation (“SLC”). Tenino School District and the successful vendor will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive requirements contained in 47 C.F.R. #54.504.

## **Instructions to Vendors**

### **1. Interpretation of plans and documents**

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or finds discrepancies in, or omission from, the plans or specifications, the person may submit to the authorized representative a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Such request must be submitted not less than five (5) days prior to the proposal due date. Any interpretation or correction of the contract documents will be made only by written addendum duly issued and a copy of such addendum will be posted on the district website next to the original RFP document and on EPC. The District will not be responsible for any other explanations or interpretations of the contract documents. No oral interpretation of any provision in the contract documents will be binding on the District.

### **2. Preparation of Proposal**

The address, telephone number and email of the vendor shall be included with the proposal. Any omission of prices on required items shown in the proposal form may render the proposal incomplete and may become cause for rejection of the proposal, at the sole discretion of the District. When not responding on an item, specify by “N/A” in the appropriate space.

### 3. Delivery of Proposal

Each proposal shall be mailed, emailed, or delivered.

**PROPOSALS ARE DUE March 1, 2019 by 3:00pm (PST)**

and **MUST BE MAILED/DELIVERED OR EMAILED TO:**

Mailing Address:

Tenino School District  
c/o Nick Cook  
PO Box 4024  
Tenino, WA 98589

Physical Address:

Tenino School District  
c/o Nick Cook  
301 Old Hwy 99 N  
Tenino, WA 98589

or

cookn@tenino.k12.wa.us

ENVELOPE/SUBJECT LINE MUST BE CLEARLY MARKED:

Tenino School District Fiber Project

### 4. Proposal Form/Taxes

Proposals shall include applicable taxes. The District is not tax exempt.

### 5. Contract Default

Your proposal is subject to all terms and conditions as herein established in this RFP and include price, quantity, and delivery/shipping. Failure to provide services proposed by the agreed project timeline and at the proposed prices will be considered contract default and the Business Office reserves the right to declare the contract terminated and to purchase the merchandise on the open market. If a greater price than the contract price has been paid by the District Business Office, such increase shall be the vendor's responsibility.

### 6. Vendor Eligibility

Vendors must have an active Vendor Identification Number (SPIN) assigned by the Schools and Libraries Division (SLD), and maintain the valid SPIN number for the duration of the contract. Failure to maintain a valid SPIN number may result in default of this contract.

### 7. Vendor/Tenino School District Relationship

Vendor's relationship to the District in the performance of services that may be required for certain items shall be that of an independent contractor. Any personnel performing services under this contract shall at all times be under vendor's exclusive direction and control and shall be employees of vendor and not employees of the District. Vendor shall cover or

insure all of its employees performing services under this contract in compliance with the applicable laws relating to workmens' compensation and employers' liability insurance.

## **8. Non-Discrimination Agreement**

Vendor agrees not to discriminate against any client, employee or applicant for employment on the basis of race, creed, color, political and religious beliefs, national origin, gender, sexual orientation, marital or parental status, socioeconomic status, health status, or the presence of physical, sensory or mental disability. The vendor must also comply with any applicable affirmative action programs. This provision shall become a material part of the contract and shall be grounds, if violated, for termination of the contractual relationship at the discretion of the District.

## **9. Billing**

Vendor must be willing to accept direct payment from the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) for the eligible portion of services provided. Consistent with E-rate guidelines, the District will determine which payment model will be used.

### Funding Commitment Considerations

As described in E-Rate program rules, both the District and the Vendor will receive a Funding Commitment Decision Letter (FCDL) stating how much of the Service Cost will be paid by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The portion of the Service Cost paid for by USAC is defined on the FCDL and is referred to as the Discounted Portion. In some cases, the FCDL may state that the funding is completely denied. A "Funding Year" is synonymous to USAC's definition of a funding year, which is generally from July 1<sup>st</sup> until June 30<sup>th</sup> of the next year. An FCDL will be issued for each Funding Year, and is only applicable to that Funding Year.

### Price and Payment if Funding is Approved

If the FCDL shows that funding is approved then the District, at its discretion, may choose to have the Amount Due be the Undiscounted Portion instead of the total Service Cost.

### Price and Payment if Funding is Denied

If the FCDL states that funding is completely denied for the Services then the District may terminate the Services on or after the date it received the FCDL by providing a request in writing ("Termination Request") to the Vendor. The date that the District requests to terminate the Service ("Termination Date") will be at least 15 days after the Termination Request.

## 10. Rejection of Proposals

The District reserves the right to reject any or all proposals and to not make an award. The award of the contract, if made by the District, will be made to the qualified vendor submitting the most satisfactory proposal based on the criteria below found in section 12, if it is to the district's best interest to accept such a proposal. The right is reserved by the District to waive any informalities or errors in the RFP that, in the sole opinion of the District, do not materially affect the RFP (RCW 43.19).

## 11. Binding Contract

A formal contract will be issued by the District. The issuance of a purchase order by the District to the successful Vendor does not form a binding contract. This RFP and RFP response shall become part of any contract between the Vendor and the District.

## 12. Contract Awarding Basis

The District will award the contract on the following basis:

<u>Factor</u>	<u>Weight</u>
Cost of Eligible Goods and Services	35%
Vendor Experience	20%
Compatibility with existing network	20%
References/Recommendations	15%
Local / WA state vendor / DIS Master Contract	10%

## 13. Conflicts of Interest

No director, employee or agent of the vendor shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the work, or enter into any non-consumer business arrangement with any director, employee representative of the District, other than as a representative of the District, without prior written notification thereof to the District. Any representative(s) authorized by the District's Superintendent may audit all records of the Vendor, that pertain to the District, for the sole purpose of determining whether there has been compliance with this paragraph. Information obtained through this process shall be administered confidentially.

## 14. Price Guarantee

Prices must remain firm for the duration of the contract as specified in Section 15.

## 15. Duration of Contract

Since the District is seeking a self-provisioned network we are not anticipating a long-term service contract. The District anticipates making purchases once a Funding Commitment Decision Letter is received. In order to match up with the E-Rate fiscal year, purchasing of any applicable goods and services will take place after July 1, 2019. Any goods and services must be in place by June 30, 2020.

## 16. Assignment of Contract

The vendor shall not assign this contract, any part thereof, nor any monies owing thereunder, without the prior approval of the District.

The vendor shall have total responsibility for meeting the terms and conditions of this contract.

## 17. Advertising

Award of this contract does not grant the right to the vendor to utilize the award in advertising media without written consent of the District.

## 18. Contract Information

For information about this RFP, please contact IN WRITING/EMAIL:

Nick Cook, Director of Technology

Tenino School District

PO Box 4024

Tenino, WA 98589

Email: [cookn@tenino.k12.wa.us](mailto:cookn@tenino.k12.wa.us)

Questions will be documented, routed to an appropriate staff member for response, and the response will be emailed and posted on the website and EPC. Vendors are reminded that questions must be submitted in writing or email, and questions and responses will be posted on the District website at <http://tenino.k12.wa.us> and on EPC.

## 19. Timeline

1/25/19 – Release of Form 470 and RFP

2/5/19 – 1<sup>st</sup> optional site walkthrough. Meet at 301 Old Hwy 99 N, Tenino, WA 98589 at 2:00pm.

2/15/19 – 2<sup>nd</sup> optional site walkthrough. Meet at 301 Old Hwy 99 N, Tenino, WA 98589 at 3:30pm.

2/22/19 – Last day to submit questions (email to [cookn@tenino.k12.wa.us](mailto:cookn@tenino.k12.wa.us))

3/1/19 – Responses are due on this date by 3:00pm.

## **PROJECT SCOPE TECHNICAL REQUIREMENTS**

Tenino School District is looking for bids to install a self-provisioned network to upgrade the network connection to Tenino Elementary School. The school is located at:

Tenino Elementary School  
301 Old Hwy 99 N  
Tenino, WA 98589

The District is seeking a 10-gigabit connection between Tenino Elementary School and the nearest district network connection (Tenino Middle School, at the same address). The vendor is to provide materials, installation and setup of the network link. The District will be responsible for maintaining the connection after the initial installation.

The district is looking for appropriate network lines, terminations, etc. to connect the two buildings. All equipment must be compatible with the district's existing network equipment (Dell N2000 series switches), or appropriate adapters provided.

Fiber optic links must be compatible with the district's existing GBICs (Fiberstore SFP-10GLR-31) or appropriate adapters must be provided.

The existing 1-gigabit link is to remain in place to be used as a failover.

At the specified sites, respondent must run infrastructure or service to an existing network closet designated by Tenino School District at the entities listed above.