

# **St Johns Public School District**

501 W Sickels Street

St. Johns, MI 48879

## **Request For Proposals**

### **Basic Maintenance Self Provisioned Fiber Cable**

**Request For Proposal Year: 2024/2025**

**FY2024 E-Rate FORM 470 – 240005846**

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#### **School District Contact:**

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## **Contents**

REQUEST FOR PROPOSALS – SELF-PROVISIONED FIBER MAINTENANCE .....	1
1.0.0 INVITATION TO BID .....	1
2.0.0 BIDDER INSTRUCTIONS .....	1
3.0.0 GENERAL CONDITIONS .....	3
4.0.0 UNIVERSAL SERVICE FUND (USF) CONDITIONS .....	6
5.0.0 SCOPE OF WORK .....	7
6.0.0 TIMELINE REQUIREMENTS .....	8
7.0.0 AWARDED CONTRACT REQUIREMENTS .....	9
PRODUCTS AND SERVICES SPECIFICATIONS .....	14
8.0.0 SELF PROVISIONED FIBER MAINTENANCE SPECIFICATIONS .....	14
APPENDIX A – INTENT TO BID FORM .....	16
APPENDIX B – BID SIGNATURE PAGE .....	17
APPENDIX C – BILL OF MATERIALS .....	18
APPENDIX D - FAMILIAL DISCLOSURE AFFIDAVIT .....	19
APPENDIX E - IRAN LINKED BUSINESS AFFIDAVIT .....	20
APPENDIX F – FIBER ROUTE MAPS .....	21

## REQUEST FOR PROPOSALS – SELF-PROVISIONED FIBER MAINTENANCE

### 1.0.0 **INVITATION TO BID**

#### 1.1.0 **BID ACCEPTANCE**

St Johns Public School District, hereby known as “District”, will accept sealed responses (“Bids”) to this Request for Proposals (RFP) for Self-Provisioned Fiber Maintenance projects which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Universal Service Fund (USF) Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications set forth below and submitted to the District at the following address:

**St Johns Public School District  
St. Johns District Office – Attention: Jacob Hampton  
501 W Sickels Street  
St. Johns, MI 48879**

#### 1.2.0 **INTENT TO BID FORM**

All Bidders must complete and submit the Intent to Bid Form, Appendix A, no later than December 06, 2023. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form. The Bidder shall make no additional stipulations on the Intent to Bid Form or qualify their Bid in any other manner.

#### 1.3.0 **ADDENDUM QUESTIONS**

All Bidders must complete and submit all major addendum questions by **December 06, 2023**. The Bidder shall be responsible for the timely delivery of the Intent to Bid Form.

#### 1.4.0 **FACILITIES/BUILDING WALKTHROUGH**

There is no walkthrough associated with this RFP.

### 2.0.0 **BIDDER INSTRUCTIONS**

#### 2.1.0 **BID OPENING**

All Bid responses to this RFP must be in duplicate in a sealed opaque envelope labeled as follows: *Self-Provisioned Fiber Maintenance - FY2024 USF Bid* and *“January 09, 2024”*.

2.1.1 No oral, telephonic, telegraphic, e-mail or facsimile Bids will be considered.

2.1.2 No Bids will be considered after **2:00 PM, January 09, 2024**.

2.1.3 The Bidder shall be responsible for the timely delivery of the Bid; the District shall not be liable to any Bidder for any delivery or postal delays and postmarking to the bid opening date will not substitute for receipt of the Bid

2.1.4 All timely submitted Bids received by the District will be opened at the **St. Johns District Office, 501 W Sickels Street, St. Johns, MI 48879** at **2:00 PM, January 09, 2024** for recommendation to the Board of Education at a future regularly scheduled meeting.

2.1.5 If the District is closed due to unforeseen circumstances on the bid opening date, Bids will be due on the next day that the District is open.

#### 2.2.0 **BID BONDS**

There is no bid bond for this RFP.

#### 2.3.0 **CLARIFICATIONS AND CORRECTIONS**

Direct any and all questions regarding this RFP by email to: **Jacob Hampton** at: **hamptonj@sjredwings.org**. The resulting answers, along with the questions shall be posted on the USAC EPC website.

## **2.4.0 GENERAL REQUIREMENTS**

- 2.4.1** The District or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
- 2.4.2** This RFP for Self-Provisioned Fiber Maintenance is not an offer to enter into a contract, but rather a solicitation for Bids.
- 2.4.3** The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.
- 2.4.4** The District shall provide, upon request and at the Bidders' expense, blueprints and/or drawings associated with this project.
- 2.4.5** The District reserves the right to reject Bids submitted without a signed Bid Signature Page, Bill of Materials, Familial Disclosure Affidavit, Iran Linked Business Affidavit, and list of four (4) references.

## **2.5.0 BID IDENTIFICATION REQUIREMENTS**

The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

- 2.5.1** The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix B, in long hand, in ink, by an authorized representative.
- 2.5.2** The Bidder shall complete and submit, along with the Bid, bill materials summarizing the details of the Bid.
- 2.5.3** The submitted Bid shall include a Familial Disclosure Affidavit form, Appendix C, which is properly completed, signed by an authorized representative of the Bidder, and notarized with an affixed, raised notary seal.
- 2.5.4** The submitted Bid shall include a list of at least four (4) references, one (1) of which must be a school or school district, for similar work performed within the past three (3) years.
- 2.5.5** The Bid shall be accompanied by a sworn and notarized affidavit that represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Michigan Public Act No. 517 of 2012, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The Board of Education will not accept a Bid that does not include the sworn and notarized Iran Linked Affidavit, Appendix D. Bids in non-compliance with this request are subject to rejection.

## **2.6.0 BLUEPRINTS AND DRAWINGS**

Blueprints and/or drawings of the facilities will be made available to the Bidder by the District in the following manner:

- 2.6.1** The District shall provide drawings per request on the Intent to Bid Form. (Appendix A)

## **2.7.0 DEFINITIONS**

The foregoing definitions are made available for the purpose of this Request for Proposals (RFP) only.

- 2.7.1 District** – St Johns Public School District
- 2.7.2 Bidder(s)** – Business Entities and/or Person(s) submitting the Bid.
- 2.7.3 Bid(s)** – A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid.
- 2.7.4 Base Bid** – The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the Alternate Bid, if any.

- 2.7.5 Alternate Bid** – An amount stated in the Bid to be added or subtracted from the amount of the Base Bid, if said change in the Scope of Work, method of construction and/or materials is accepted by the District.
- 2.7.6 Selected Vendor/Contractor** – The Bidder(s) receiving formal notice of acceptance of his/her Bid(s) and has been duly served by an officer *or* agent of the District duly authorized to give such notice.

### **3.0.0 GENERAL CONDITIONS**

#### **3.1.0 RIGHTS OF ACCEPTANCE OR REJECTION**

The District's Board of Education reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the District.

#### **3.2.0 QUALIFICATION OF BIDDERS**

For the purpose of assuring the District of the quality of workmanship, materials, products and/or services, the Board of Education will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in sections 3.4.0 and 3.5.0. **Each Bidder, by submitting a Bid, represents that:**

- 3.2.1** The Bidder has read and understands all the Bid requirements, conditions and specifications contained herein.
- 3.2.2** The Bidder has the option to visit the District work site and familiarize themselves with the local conditions under which the work is to be performed.
- 3.2.3** The Bid is based upon the materials, systems and equipment described, without exception, in all Bid documents supplied by the District.

#### **3.3.0 VARIANCE AND PRICE**

Any variance from the specifications in section 8.0.0 of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the District changes the quantity of the item or unit needed.

#### **3.4.0 MANUFACTURER(S) BRANDS/MODEL NUMBERS**

The naming of a manufacturer(s), brand or model number will not be considered as excluding other brands or model numbers for purposes of later providing the products as promised in the Bid. Specifically, similar products with comparable construction, material and workmanship will be considered as equal. Notwithstanding, the Board of Education of the District has complete discretion to evaluate the merits of all Bids submitted and can take into consideration the brand and/or model numbers set forth in the Bids.

#### **3.5.0 MANUFACTURER(S) SUBSTITUTIONS**

Any substitution from the specified products and/or services by the manufacturer(s) is acceptable if at no additional cost to the District and approved by an authorized district representative prior to placing the order for said products and/or services. The District reserves the right to refuse any and all manufacturer(s) substituted products and/or services.

#### **3.6.0 MANUFACTURER(S) DISCOUNTS**

The District reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the District by way of a setoff of monies owed or refund of monies paid by the District.

#### **3.7.0 CLEAN-UP**

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials, caused by the work; and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the District may remove the rubbish and charge the cost to the selected vendor/contractor.

**3.8.0 ROYALTIES AND PATENTS**

The selected vendor/contractor must pay for all royalties, copyright, trademark, and patents and must defend all suits for claims or infringements on copyrights, trademarks and/or patent rights and shall indemnify and hold the District harmless from any and all claims and/or loss related to claims and/or infringements on copyrights, trademarks and/or patent rights, including reasonable attorney fees and costs incurred by the District.

**3.9.0 ADDENDA**

Any clarifications or modifications to the specifications for the RFP will be issued by the District in the form of an addendum. Any addendum issued during the bidding time will become part of the specifications and a copy will be sent to all Bidders as set forth in section 2.3.0.

**3.9.1** No verbal statements by the District will be considered as binding or enforceable against the District.

**3.9.2** No requests for clarifications or modifications will be processed after the date listed in Section 1.3.0.

**3.10.0 FEDERAL, STATE AND LOCAL TAXES**

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state codes, local codes, and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The District reserves the right to require evidence of such tax payments prior to final payment of the contract. The District is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

**3.11.0 PROJECT IMPLEMENTATION**

The selected vendor/contractor shall have sufficient resources in order to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the Timeline Requirements in section 6.0.0 of this RFP.

**3.12.0 NO DISCRIMINATION**

The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment, to be employed in the performance of the Bid, with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

**3.13.0 NO SMOKING POLICY**

The District adheres to a mandatory no smoking policy on school premises and/or at school functions. All Bidders shall comply with this no smoking policy.

**3.14.0 PRODUCTS AND SERVICES SPECIFICATIONS**

It is the intent of the specifications in section 8.0.0 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer(s) who regularly advertises, promotes, and distributes products and services to the school market.

**3.15.0 VARIATIONS FROM SPECIFICATIONS**

All variations from the specified products and/or services, section 8.0.0, must be fully explained and included with the Bid. Manufacturer(s) Brands must be used in all cases.

**3.15.1** The District reserves the right to increase or decrease quantities or modify the specifications.

**3.15.2** The selected vendor/contractor shall agree to a written modification of the terms of its original Bid within five (5) business days of receiving written notification of the increase or decrease in quantities, or modification of the specifications.

**3.16.0 PARTIAL BIDS**

Partial Bids will be considered, where appropriate.

**3.17.0 CANCELLATIONS**

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

**3.18.0 WITHDRAWAL OF BIDS**

Upon presentation of proper identification, any Bidder may withdraw his/her Bid at any time prior to the scheduled Bid Opening date and time, section 2.1.0. No Bid shall be withdrawn for a period of ninety (90) days after the Bid Opening date and time.

**3.19.0 BID EVALUATIONS**

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor/contractor reliability, warranties and familiarity with the projects and the facilities of the District.

**3.19.1** It is the intent of the District to award the contract to the Bidder submitting the “best” cost effective Bid for the project; provided the Bid has been properly submitted and delivered, including all required documentation herewith, and considered reasonable in price.

**3.19.2** Price being the primary factor, consideration, other than price alone, shall be used in determining the most successful Bid; technical experience, local service and support, and experience in educational environments are used to perform the District’s Bid evaluations.

**3.19.3** The Board of Education of the District will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

**3.20.0 NOTICE OF AWARD**

The Bidder will be deemed as having been awarded when the formal notice of acceptance of his/her Bid has been duly served upon the intended awardees by an officer, or agent, of the District duly authorized to give such notice.

#### **4.0.0 UNIVERSAL SERVICE FUND (USF) CONDITIONS**

##### **4.1.0 IDENTIFICATION NUMBER**

The service provider's USF Service Provider Identification Number (SPIN) *must* be included in the Bid. Direct all questions regarding the USF requirements in this RFP to the Universal Service Administrative Company (USAC), Schools and Library Division (SLD) at (888) 203-8100.

##### **4.2.0 FY2024 FUNDING REQUESTS**

The specified products and/or services are to be provided for FY2024 (July 1, 2024-June 30, 2025) and must qualify for universal service discounts under the FY2024 universal service support mechanism, E-Rate. The *E-rate Modernization Order* permits applicants to seek support for Category 2 eligible non-recurring services purchased on or after April 1, three months prior to the start of the funding year on July 1. No invoices to USAC/SLD will be DATED or PAID before July 1, 2024.

##### **4.3.0 UNIVERSAL SERVICE DISCOUNTS**

The service provider contract is conditional upon the District receiving universal service discounts under the FY2024 universal service support mechanism, E-Rate. The District reserves the unrestricted right to reduce the contract amount by reducing the amount of services and/or products in order to meet budget requirements in the event the level of the universal service discounts is reduced. Any such reductions to the contract amount will be taken prior to the start of the specific work being reduced or eliminated on a given building and/or project.

##### **4.4.0 UNIVERSAL SERVICE DISCOUNT IMPLEMENTATION**

The District reserves the unrestricted right to specify the filing option for the universal service discounts for each product and/or service offered within a Bid: Billed Entity Applicant Reimbursement (BEAR) *or* Service Provider Invoice (SPI).

##### **4.5.0 ELIGIBLE PRODUCTS AND SERVICES**

The USF eligible products and/or services identified on the USAC FY2024 Eligible Services List, which is incorporated herein by reference, must be identified separately from any and all "ineligible" products and/or services in the Bid.

##### **4.6.0 PROJECT FUNDING REQUIREMENTS**

This project is entirely conditional upon receiving written notification in the form of a Funding Commitment Decision Letter from the USAC/SLD that the District has been approved for E-Rate Funding. If the District receives less than the full E-Rate Funding for which it applies, the District has the unrestricted right to reduce the number of units and services in the accepted Bid. In the event that E-Rate Funding is not available for the accepted Bid, District, in its discretion, may cancel and/or modify the Scope of Work (SOW) and subsequent purchases requested in this RFP.

##### **4.7.0 LOWEST CORRESPONDING PRICE**

Lowest Corresponding Price (LCP) is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular E-rate applicant for similar services. Service Providers cannot charge E-rate applicants a price above the Lowest Corresponding Price (LCP) and must actually charge the rate that is the LCP, not just offer the LCP in the Bid. In addition, promotional rates offered by a Service Provider for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.



## 5.0.0 SCOPE OF WORK

### 5.1.0 GENERAL DESCRIPTION

The general description of the Scope of Work (SOW) for this project is to provide the District with Self-Provisioned Fiber Maintenance at nine (9) buildings with 12 strands to each building and terminating back to **St. Johns District Office, 501 W Sickles Street, St. Johns, MI 48879**. In addition to the forgoing SOW, all Bids must comply with all sections of this RFP and the Products and Services Specifications set forth in sections 8.0.0.

### 5.2.0 FACILITIES/LOCATIONS

Building Name	Address	City	State	Zip
Eureka Elementary	7550 N. Welling Rd	St. Johns	MI	48879
Gateway North Elementary	915 North Lansing Street	St. Johns	MI	48879
Oakview South Elementary	1400 South Clinton	St. Johns	MI	48879
Riley Elementary	5935 W Pratt Rd	DeWitt	MI	48820
S.T.R.I.V.E Academy	1013 Old U.S. 27	St. Johns	MI	48879
St. Johns Bus Garage	807 East State Street	Saint Johns	MI	48879
St. Johns High School	501 W. Sickles	St. Johns	MI	48879
St. Johns Middle School	900 W. Townsend	St. Johns	MI	48879
Sports Stadium	602 S Morton St.	St. Johns	MI	48879

### 5.3.0 VENDOR/CONTRACTOR RESPONSIBILITY

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

- 5.3.1. Meet jointly with representatives of the District to exchange information as need regarding the Self Provisioned fiber maintenance
- 5.3.2. Assign a list of at least three personnel to the district account for the purpose of contacting in case of a service request.
- 5.3.3. Have sufficient resources in order to complete the SOW within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to complete the SOW within the specified timeframe.
- 5.3.4. In case of outage or service impacting incident, commitment to inform fiber lessee of any fiber outage or cut within 30 minutes of occurrence.
- 5.3.5. In case of outage or service impacting incident, commitment to present lessee with plan for service restoration or improvement within one hour of occurrence.
- 5.3.6. In case of outage or service impacting incident a mean time to repair of 4 hours.
- 5.3.7. Provide an escalation list with qualifications summary of each person on the escalation list.
- 5.3.8. Provision of a 24/7/365 phone number in case lessee is first to discover outage or service impacting incident.
- 5.3.9. Provision of financial or service credit penalty if this service level agreement is violated.

## **6.0.0 TIMELINE REQUIREMENTS**

### **6.1.0 PROJECT TIMELINE**

The selected vendor/contractor shall have sufficient resources in order to complete the SOW, section 5.0.0, within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is expecting the project to be completed in accordance with the following Project Timeline:

**RFP available on-line *or* for pickup .....[November 22, 2023]**  
**Sealed Bids Due ..... [2:00 PM]..... [January 09, 2024]**  
**Sealed Bids Opened ..... [2:00 PM]..... [January 09, 2024]**  
**Board Approval..... [January 15, 2024]**  
**Sign Contracts/approve Implementation Schedule ..... [January 19, 2024]**

### **6.2.0 SCOPE OF WORK SCHEDULES**

If and when the school buildings specified in the SOW are occupied with students and school is in session, the selected vendor/contractor is expected to perform the project after school hours and without any additional costs to the District. Areas of the school buildings that are otherwise unoccupied with students and whereby instruction is not disturbed, the selected vendor/contractor may perform the SOW with prior written authorization from the District.

### **6.3.0 PROJECT IMPLEMENTATION SCHEDULES**

All Bidders shall provide the District with a project implementation schedule that adheres to the timeline requirements stated above, section 6.1.0. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without disruption to school building instruction, activities, and meetings. This said project implementation schedule must be agreed upon by both the vendor/contractor and the District and shall be incorporated as part of the awarded contract.

## **7.0.0 AWARDED CONTRACT REQUIREMENTS**

### **7.1.0 CONTRACT EXECUTION**

The Bidder shall render, deliver, and execute the awarded contract within ten (10) days of being notified that the Bid is accepted and that the selected vendor/contractor is awarded a contract to perform the SOW in accordance with all terms and conditions contained herein. The awarded contract must be SIGNED and DATED by both the District and the awarded vendor/contractor prior to start of any work and in compliance with section 4.6.0.

### **7.2.0 SEPARATE CONTRACTS**

The District reserves the unrestricted right to award different portions of the project, as broken out in the Bill of Materials to separate vendors/contractors as separate contracts. Said separate contracts shall be based on the District's evaluation and interpretation of the "most cost effective" means for the District to complete the SOW for this project.

### **7.3.0 CHANGES TO SCOPE OF WORK**

The District, without invalidating the Contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All said changes in the SOW shall be authorized by written "Change Order(s)", signed by the District, and will be executed under applicable condition of contract documents.

**7.3.1** The Contract Sum and The Contract Time may be changed only in writing.

**7.3.2** The cost or credit to the District from all "Change Order(s)" shall be determined by mutual, written, agreement.

**7.3.3** The District will not pay invoices for work performed by verbal authorization.

### **7.4.0 PERFORMANCE BOND REQUIREMENTS**

**7.4.1** There is no performance bond for this RFP.

### **7.5.0 TERMINATION OF AWARDED CONTRACTS**

If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract and/or fails to perform any provision of the awarded contract, the District may, after seven (7) days' written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the District.

### **7.6.0 EMPLOYMENT PRACTICES**

The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", section 3.12.0.

**The selected vendor/contractor shall also:**

**7.6.1** Provide all selected vendor/contractor employees with picture ID.

**7.6.2** Upon arrival and departure, have all employees sign in and out at the main office for each school building location.

**7.6.3** Supply the District, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the District.

### **7.7.0 SELECTED VENDOR/CONTRACTOR PERFORMANCE**

The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, section 5.0.0, and the Timeline Requirements, section 6.0.0. **The selected vendor/contractor shall also:**

**7.7.1** Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.

- 7.7.2 At all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
- 7.7.3 Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
- 7.7.4 Be responsible for the acts and omissions of all his employees and all Subcontractors, if any, their agents and employees and all other persons performing any of the work under a contract with the selected vendor/contractor.

#### 7.8.0 SUBCONTRACTOR PERFORMANCE

A Subcontractor is a person, firm, company, or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the District to complete the SOW, section 5.0.0. The selected Bidder shall furnish to the District, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the District objects and may withdraw their Bid or submit an acceptable substitute.

#### 7.9.0 SUPPLEMENTAL INFORMATION REQUESTS

The Bidder shall be prepared to provide the District, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. **The District may request any and all Bidders to also submit, within ten (10) days of being notified, the following:**

- 7.9.1 The Bidder's performance record(s).
- 7.9.2 An itemized list of the Bidder's equipment, plant, and personnel.
- 7.9.3 The Bidder's financial statement(s).
- 7.9.4 A description of any project, which the Bidder has completed in a satisfactory manner.
- 7.9.5 Any additional information that will satisfy the District that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
- 7.9.6 A description of any other project(s) that will be performed simultaneously with the District's project(s).
- 7.9.7 A statement regarding any past, present, or pending litigation for contracted products and services.

#### 7.10.0 INSPECTIONS

The District and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

- 7.10.1 Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the District's designated authorized representative.
- 7.10.2 All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.
- 7.10.3 Prior to completion of the work, all ceiling tiles will be left open until the District has inspected the work. After said inspections, the selected vendor/contractor will replace all ceiling tiles.

#### 7.11.0 INVOICE/PAYMENT REQUIREMENTS

Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the District. All invoices must be in compliance with the USF E-Rate Conditions, section 4.6.0. No invoices will be DATED or PAID before July 1, 2024. **Payments will be paid NET 30 days AFTER:**

- 7.11.1 Acceptance by the District of "AS-BUILT" diagram(s) in both paper and electronic copy.

- 7.11.2 The selected vendor/contractor will submit proof of performance by submitting to the District, in both paper and electronic copy, cable certification testing results. Certification testing will be performed and documented using appropriate electronic tester(s) (i.e., Fluke) at a minimum of 250 MHz whereby each cable shall pass all Category 6 testing specifications.
- 7.11.3 When applying for payments, the selected vendor/contractor shall submit to the District an itemized invoice based upon the installation schedule and supporting documentation required herein.
- 7.11.4 The project shall be considered complete when the SOW has been completed, accepted by the District and the following items are furnished; a) required guarantees, b) waivers of lien submitted showing all payrolls, material bills and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
- 7.11.5 Payment may be withheld by the District for; a) defective work not remedied, b) claims filed and unresolved, c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to Subcontractors, and/or d) damages to the District or another Contractor.

#### **7.12.0 GUARANTEES**

The selected vendor(s)/contractor(s) must furnish the District a written guarantee of the services and/or products provided to the district for, at least, three (3) years after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the District within the three (3) year period must be corrected or replaced within thirty (30) days.

#### **7.13.0 WARRANTIES**

The selected vendor/contractor(s) must furnish the District written warranty documentation. This warranty documentation shall include cable and connectivity components and have one (1) point of contact person for all cabling system issues, where applicable.

- 7.13.1 The selected vendor/contractor must warrant that all materials and supplies incorporated within the Bid, is new, unless otherwise specified, and that all work performed will be of good quality, free from faults and defects, and in adherence to the Product and Services Specifications in this RFP.
- 7.13.2 The warranty shall provide a complete system warranty to guarantee an end-to-end high-performance cabling system that meets the system application requirements. The cabling system shall be warranted under this provision for three (3) years.
- 7.13.3 If the manufacturer repairs any product under the warranty, they may use new or reconditioned replacement parts. If the manufacturer replaces the product under the warranty, they may replace it with a new or reconditioned product of similar or same design.
- 7.13.4 Any such repairs or replacement by the manufacturer will be warranted for either a) ninety (90) days or b) the remainder of the original three (3) year warranty period, whichever is longer.

#### **7.14.0 CORRECTION OF WORK**

The selected vendor/contractor shall correct any work that fails to conform to the requirements of the awarded contract where such failures or any defects is due to faulty materials, equipment or workmanship which appear within a period of three (3) years from the date of completion of the contract *or* within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract. These provisions apply to all work performed by employees of the selected vendor/contractor and any Subcontractors.

#### **7.15.0 RIGHT TO REJECT OR STOP THE WORK**

The District may reject work which does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the District may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

**7.16.0 INDEMNIFICATION**

The selected vendor/contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from the performance of the project; provided that any such claim, damage, loss or expense is attributable to a) bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting from and b) is caused in whole or in part by any act or omission of the selected vendor/contractor, and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the District or any of its agents or employees, by any employee of the selected vendor/contractor, and/or Subcontractor, anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the selected vendor/contractor and/or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**7.17.0 FORCE MAJEURE**

Except for the District's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

**7.18.0 LIABILITY REQUIREMENTS**

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the project. The selected vendor/contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and other persons who may be affected thereby, 2) all the SOW and all materials and equipment to be incorporated therein, and 3) other property at the site or adjacent thereto.

**7.18.1** The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

**7.18.2** All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the District.

**7.19.0 INSURANCE REQUIREMENTS**

No work connected with this project may start until the selected vendor/contractor has submitted a Certificate of Insurance executed by the selected vendor/contractor's insurance carrier showing required insurance coverage **and St Johns Public School District is named as additional insured on said policy.** An endorsement or statement waiving the right of cancellation or reduction in coverage, unless thirty (30) days prior written notice is given to the District by registered or certified mail, shall be included. **As a condition of performing work as a vendor/contractor, you must provide the District with satisfactory evidence of insurance coverage as follows:**

**7.19.1** Workers Compensation and Employer's Liability Insurance covering your statutory obligations in the State of Michigan.

**7.19.2** Automobile Liability Insurance with a limit of \$1,000,000 per accident covering your owned, non-owned and hired automobiles.

**7.19.3** Commercial General Liability Insurance written on an OCCURRENCE policy form includes coverage for your operations, personal injury, XCU (explosion, collapse and underground), independent Contractors, contractual and products-completed operations with limits of liability as follows:

**7.19.3.1** If your policy is written on the 1986 ISO Simplified form, minimum limits are as follows:

\$1,000,000 Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Product-Completed Operations Aggregate

If your policy's general aggregate is per job, then a \$1 million limit of liability is acceptable for the general aggregate and the products-completed operations aggregate.

**7.19.3.2** If your policy is written on a form other than the 1986 ISO Simplified form, minimum limits are as follows:

\$1,000,000 Occurrence (bodily injury & property damage combined)

\$1,000,000 Aggregate (applicable to products-completed operations only)

**7.19.3.3** Products-completed operations liability must be maintained for not less than one (1) year after acceptance of completion of your work.

**7.19.4** Evidence of your insurance coverage, required herein, is to be provided to the District on Accord Certificate form 25 or 25-S and must indicate the following:

**7.19.4.1** That your Commercial General Liability insurance policy includes coverage for items specified in 7.19.3 above.

**7.19.4.2** A "Best" rating for each of your insurance carriers at B+ VII or better.

**7.19.4.3** That the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed.

**7.19.4.4** That St Johns Public School District are additional insured on the General Liability policy certificate.

**7.19.4.5** Any deviations in coverage provided by the Standard 1986 ISO Simplified General Liability policy form, and any deductible over \$1,000 applicable to any coverage.

**7.19.4.6** General Liability and Auto Liability limits may be attained by individual policies or by a combination of underlying policies with umbrella and/or excess policies.

**7.19.4.7** The District does not carry theft, glass breakage, or builders risk insurance. The selected vendor/contractor will make arrangements if these coverages are desired. The selected vendor/contractor must provide an Installation Floater for the value of the contract to protect the District. The selected vendor/contractor must furnish to the District, a binder certifying each insurance policy required.

#### **7.20.0 MISCELLANEOUS CONTRACT PROVISIONS**

The awarded contract will be governed by the laws of the State of Michigan. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized District representative.

## **PRODUCTS AND SERVICES SPECIFICATIONS**

### **8.0.0 SELF PROVISIONED FIBER MAINTENANCE SPECIFICATIONS**

#### **8.1.0 INTRODUCTION**

These Product and Services Specifications provide the Bidder with the Self Provisioned fiber maintenance project requested by the District in this RFP. The intent of the Self Provisioned fiber maintenance project specifications is to provide relevant information that allows the Bidder to bid the labor, supervision, tooling, materials, and miscellaneous mounting hardware and consumables to provide maintenance for the district's fiber optic network.

- 8.1.1** The selected vendor/contractor is responsible for proposing any and all items required for a complete Self Provisioned fiber maintenance project even though it may not be identified in the specifications incorporated herein, drawings and/or Bill of Materials attached with the Bid.
- 8.1.2** The successful Bidder shall meet or exceed all requirements for the cabling system described in this RFP and any Bid attachment documents provided by the District.
- 8.1.3** If, for any reason, any Bid attachment document is in conflict with the details in the specifications herein this RFP, the forgoing written specification shall take precedence.

#### **8.2.0 APPLICABLE DOCUMENTS**

The Self Provisioned fiber maintenance project system described within the specifications is derived, in part, from the recommendations in industry standard manuals and documents. The Bidder is responsible for determining and adhering to the most recent release of applicable documents when developing their proposal for the Self-Provisioned Fiber Maintenance installation. The following list of applicable documents has influence on the desired cabling infrastructure and is incorporated herein by reference.

- 8.2.1**
  - 1) All technical specification and associated drawings provided by the District
  - 2) Local Building, Fire, and Right-of-Way Codes, along with Utilities specifications.
  - 3) BICSI's Information Technology Systems Installation Methods Manual (ITSIMM) 6th edition
  - 4) BICSI's Telecommunications Distribution Methods Manual (TDMM) 13th Edition
  - 5) National Fire Protection Agency (NFPA) - 70, National Electrical Code (NEC) – 2017
- 8.2.2** If a conflict exists between the applicable documents, then the aforementioned numeric list of applicable documents shall dictate the order of precedence in resolving such conflicts. This order of precedence shall be maintained unless a lesser order document has been adopted as code by a local, state, or federal entity. If a conflict further exists, documents adopted as code shall take precedence.
- 8.2.3** If the specifications incorporated herein and any of the aforementioned applicable documents are in conflict with each other, then the more stringent requirement shall apply. All applicable documents listed are, to the best of the District's knowledge, considered to be the most current releases of said documents.

#### **8.3.0 PURPOSE AND BIDDER RESPONSIBILITIES**

The intent of these Self Provisioned fiber maintenance project specifications is to make available to all Bidders a standard specification for cabling installation(s) in all K-12 educational facilities identified in the SOW, section 5.0.0.

- 8.3.1** The Self Provisioned fiber maintenance project specifications identify the minimum performance criteria for the components and sub-systems encompassing a complete fiber optic system that shall accommodate the District's Infrastructure Requirements, section 5.3.0.
- 8.3.2** The product specifications, general design considerations, and installation guidelines are incorporated herein this RFP.
- 8.3.3** The successful Bidder is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the Self Provisioned fiber maintenance project at the District. The bid response should include an estimated block time and material cost in the proposal. The district is requesting a one-year proposal but will consider multiyear agreement as well.



**8.4.0 SELF PROVISIONED FIBER MAINTENANCE REQUIREMENTS**

Operations and Maintenance Practices: The District will require on-going maintenance and operations of the fiber for the term of the lease. When pricing maintenance and operations, the respondent should include an overview of fiber maintenance practices including:

- 8.4.1** Schedule and perform routine maintenance and inspections.
- 8.4.2** Scheduled maintenance windows and scheduling practices for planned outages.
- 8.4.3** Handling of unscheduled outages and customer problem reports.
- 8.4.4** Contact the assigned district representative before any dig location services are performed.
- 8.4.5** Repair and/or replace damaged fiber or fiber that no longer meets specifications.
- 8.4.6** Handling of all Miss Dig ticket processing and locating services.

**8.5.0 PRICE REQUIREMENTS**

The District request the requested proposal pricing is broken down according to the following:

- 8.5.1** Unscheduled maintenance time listed at hourly flat rate fee. This rate schedule can contain different rates for each type of service.
- 8.5.2** The proposed response must be a block time of 100 hours per year to be used on as needed bases. The 100 hours may be separated into different hourly rates based on the type of service and equipment that may be needed for the repair.
- 8.5.3** The proposed response must include an estimated replacement part cost per year.
- 8.5.4** The proposal must list separately additional charges such as annual line inspections and 2 emergency response calls.
- 8.5.5** The proposal must include Miss Dig Services estimated at \$1000 per month.

## **APPENDIX A – INTENT TO BID FORM**

***If the Bidder intends to submit a Bid for the Self-Provisioned Fiber Maintenance project at St Johns Public School District, this Intent to Bid Form must be completed and returned via mail, fax or email to the District no later than December 06, 2023.***

Please complete and return to:

**St Johns Public School District**

**Phone: 989-227-4086**

**Jacob Hampton**

**501 W Sickels Street**

**Email: hamptonj@sjredwings.org**

**St. Johns, MI 48879**

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I would like drawings of existing self-provisioned fiber plant.

☐ Yes

☐ No (Check one)

Name of Company:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Contact Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Date:

\_\_\_\_\_

## **APPENDIX B – BID SIGNATURE PAGE**

*I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Invitation to Bid, Bidder Instructions, General Conditions, Universal Service Fund (USF) Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, and Products and Services Specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.*

### **Submitted By:**

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

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

City, State & Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### ***Do not write below this line: For District Use Only***

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The following items are enclosed and/or included on the Bid:

- |   |  |
|---|--|
| <input type="checkbox"/> Proposal(s) (in duplicate)   | <input type="checkbox"/> Bid Signature Page (Appendix B)             |
| <input type="checkbox"/> USF E-Rate SPIN  | <input type="checkbox"/> Bill of Materials (Appendix C)              |
| <input type="checkbox"/> Four (4) references, one (1) of which is a school or school district | <input type="checkbox"/> Familial Disclosure Affidavit (Appendix D)  |
| <input type="checkbox"/> Intent To Bid Form (Appendix A)                                      | <input type="checkbox"/> Iran Linked Business Affidavit (Appendix E) |

**APPENDIX C – BILL OF MATERIALS**

I/we, the Bidder, hereby propose to furnish, deliver, and install the items listed below for the unit price indicated in accordance with the terms, conditions and specifications included in the Request For Proposals – Fiber Maintenance.

**NOTE: The Bidder may attach additional pages for Bill of Materials as needed.**

**BASE BID -Fiber Maintenance (Must include all components and installation costs)**

Hourly Block	Description	Labor	Replacement Part Estimate	Total Price
<b>100 Hours</b>				
<b>Miss Dig Services</b>				
<b>Emergency Service Response</b>				
<b>Annual Line Inspection</b>				
<b>Year One Total</b>				
<b>Year Two Total</b>				
<b>Year Three Total</b>				
<b>Total Three-Year Cost</b>				

**APPENDIX D - FAMILIAL DISCLOSURE AFFIDAVIT**

*All Bids shall be accompanied by a sworn statement disclosing any familial relationship that exists between the owner(s) or any employee of the Bidder and any member of the Board of Education of the District and/or the Superintendent of the District.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the Bidder), pursuant to the familial disclosure requirement provided in the St Johns Public School District Universal Service Fund Request for Proposals, hereby represent and warrant, except as provided below, that no familial relationships exist between the Bidder or any employee of the Bidder, and any member of the St Johns Public School District Board of Education and/or the Superintendent.

☐ **The following are the Bidder's familial relationship(s) with the St Johns Public School District:**

	<b>Bidder/Employee</b>	<b>Name Related to:</b>	<b>Relationship</b>
1.	_____	_____	_____
2.	_____	_____	_____

(Attach additional pages, if necessary, to disclose all familial relationships.)

☐ **There is no familial relationship that exists** between the Bidder and/or any employee of the Bidder and any member of the St Johns Public School District Board of Education and/or the Superintendent.

**Bidder:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for \_\_\_\_\_

County, \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public Signature) **SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

## APPENDIX E - IRAN LINKED BUSINESS AFFIDAVIT

*All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors, and employees.*

The undersigned, owner or authorized officer of \_\_\_\_\_ (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the “Iran Linked Business” requirement provided in the St Johns Public School District Universal Service Fund Request for Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFP, the bidder will not become an “Iran Linked Business” at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Proposals (RFPs) for three (3) years from the date that it is determined that the person has submitted the false certification.

☐ **There is not an “Iran Linked Business” that exists** within the bidder and/or owner, officers, directors, and employees.

**Bidder:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

This instrument was acknowledged before me, a Notary Public, in and for

\_\_\_\_\_ County, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,

\_\_\_\_\_  
(Notary Public Signature) **SS:**

My Commission expires: \_\_\_\_\_

Acting in the County of: \_\_\_\_\_

**APPENDIX F – FIBER ROUTE MAPS**

Available upon request with a properly submitted “Intent to Bid” Form.