



**HIGHLINE PUBLIC SCHOOLS No. 401
15675 Ambaum Boulevard SW
Burien WA 98166**

***OUR PROMISE: Every student in Highline Public Schools is known
by Name, Strength, and Need, and graduates ready
for the future they choose.***

REQUEST FOR PROPOSAL

FOR: LEASED LIT FIBER SERVICE, RFP 18/19-3

Highline Public Schools No. 401

RFP #18/19-3

Release Date:

OCTOBER 30, 2018

**Proposal Responses Due
NOVEMBER 27, 2018 BY 2:00 P.M. PST
(Pacific Standard Time)**

Official Contact:

Mark Finstrom, Chief Technology Officer

Mark.Finstrom@HighlineSchools.org

206.631.3331

Official RFP Page:

www.highlineschools.org/purchasing

Introduction

The Highline Public Schools No. 401, hereinafter referred to as “the District” is requesting Proposals of Service and Pricing from firms or individuals (the Agency) for the purpose of creating a Leased Lit Fiber Service for the District.

The District provides equal access to its programs and services for all people without regard to race, creed, color, religion, national origin, age, gender, sexual orientation, marital status or disability.

The District appreciates your consideration of this RFP and looks forward to receiving your proposal.

Background Information

The District is comprised of one (1) early learning center, two (2) grades 7-12 school locations, four (4) middle school locations, twelve (12) high school locations, one (1) athletic stadium, eighteen (18) elementary school locations, one (1) administrative office and several support facilities (transportation, maintenance, facilities management, etc.).

The central office of the District is located at 15675 Ambaum Boulevard S, Burien Washington, 98166 in the County of King, State of Washington. The District has an approximate student population of 19,000 and an administrative/teaching/support staff of approximately 2,500.

District Information can be obtained on the web at www.highlineschools.org. If you require special assistance or this information in an alternative format, please contact Tracey David, Purchasing Manager, at 206.631.3202 or Tracey.David@highlineschools.org.

Schedule of Events

October 30, 2018	RFP Available on District Website: www.highlineschools.org/purchasing
October 30, 2018	First Advertisement
November 6, 2018	Second Advertisement
November 16, 2018	Deadline for Questions from Potential Bidders
November 27, 2018, 2:00 p.m.	Sealed Proposals Due, <i>15675 Ambaum Blvd. SW, Burien, WA 98166</i>

November 27, 2018, 2:15 p.m.

Public Opening and Reading Olympic Conference
Room, *15675 Ambaum Blvd. SW, Burien, WA 98166*

HIGHLINE PUBLIC SCHOOL DISTRICT #401

Burien, Washington

TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL

RFP 18/19-3

It is understood that the **company/individual** submitting a proposal, accepts the following general specifications and conditions which are all considered to be a part of the Request for Proposal (RFP) document.

1. OPENING OF PROPOSALS

All proposals received shall be opened in public at the address shown on the cover sheet of this RFP package.

2. UNIT PRICE

It is understood that the quantities stated are approximate only and are subject to either increase or decrease at the discretion of the District and stated only for the purpose of comparing the proposals, and that should the quantities of any of the items be increased, the undersigned shall furnish the additional articles at the unit price set out herein; and should the quantities be decreased, payment will be made on actual quantities received and the undersigned proposer will make no claims for anticipated profits or additional compensation for any increase or decrease in the quantities.

3. ACCEPTANCE OF PROPOSAL

Notice of acceptance of this proposal or requests for additional information shall be addressed to the undersigned at the address stated below.

4. TIME FOR CONTRACTING

It is understood that this proposal may not be withdrawn nor may the Agency refuse to accept any contract, proffered based on this RFP within 45 days after the date set for the opening thereof without forfeiture of the bid security if a bid security is required for this RFP.

5. AWARD OF CONTRACT

The Board of Directors at a regular meeting shall award all contracts.

6. DELIVERY OF GOODS OR SERVICES

Pursuant to and in compliance with the Information to Proposers and other documents relating thereto, the undersigned hereby proposes to furnish and deliver any or all of the services enumerated in proposal at the prices quoted herein.

7. EMPLOYEES WHO HAVE BEEN CONVICTED OF CRIMES INVOLVING CHILDREN

RCW 28A.400.330 prohibits a bidder, or any of its sub-bidders, from utilizing any employee at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW, where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws or another jurisdiction. Failure to comply with this section shall be grounds for the school district to immediately terminate the contract.

8. DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

To the best of its knowledge and belief, the Bidder or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the Bidder or its principals in the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS" published by the U.S. General Services Administration Office of Acquisition Policy.

The prospective lower tier participant shall provide immediate written notice to the District if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier

participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified.

9. USE OF TOBACCO IN SCOOOL PREMISES

RCW 28A210.310 prohibits the use of tobacco in any form on school district property. Smoking or other use of tobacco will not be permitted at the job site.

10. LAWS

The Bidder agrees to fully comply with all Federal, state and local laws, orders, rules, regulations and ordinances, including but not limited to those relating to industrial insurance, medical aid, unemployment compensation, pension, social security, minimum wages, equal employment, safety standards and building codes, and the bidder shall indemnify and save harmless the District for any claim, liability or expense by reason of the failure of the bidder or any of its sub-contractors to comply with such laws, orders, rules, regulations or ordinances.

11. INDEMNIFICATION

The proposer agrees that to the fullest extent permitted by law, proposer will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any and all liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from any and all acts or omission by the proposer under the contract. The District shall have the right to demand that the proposer defend any and all claims, lawsuits, or proceedings related to services provided under the contract, without cost to the District, with a lawyer acceptable to the District. The terms of this section shall survive termination of this contract.

The District agrees that to the fullest extent permitted by law, the District will hold harmless, defend, and indemnify the proposer, its agents, employees, and the board members from any liabilities, penalties, losses, damages, claims, expenses, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, without limitation, arising out of or resulting from the negligence by the District.

12. CONFLICT OF INTEREST

The Proposer must disclose any professional or personal financial interest which could be a possible conflict of interest in representing the District shall be listed in your cover letter with your proposal.

13. INSURANCE

The Agency will secure and maintain through the duration of this agreement, insurance naming the Highline School District No. 401 District as additional insured at the level described below. The Agency will provide the District with copies of certificates of coverage from the insurance provider each year upon the renewal of this contract and at the expiration of the current certificate. This will be required once the proposal is awarded.

Workers Compensation insurance as required by the laws of the State of Washington and applicable federal laws.

Certificate of Insurance Requirements

1. Insurers affording coverage must carry a Best Rating of A-VIII or better.
2. Commercial General Liability Section
 - Must be Occurrence policy, refer Claims Made policies for Review
 - Washington Stop Gap coverage may be referenced in this section
 - General Aggregate Limit should apply "Per Project"
3. Additional Insured, Waiver of Subrogation columns must be checked for General Liability, Automobile Liability and Umbrella Liability (if required). Additional Insured forms CG2026 and Waiver of Subrogation form CG2404 (or equivalent) must be provided along with the Certificate of Insurance. Primary and Non-Contributory coverage is required and a copy must be provided along with the Certificate of Insurance.
4. General Liability Each Occurrence Limit must be at least \$1, 000,000, General Aggregate Limit must be at least \$2,000,000 and the Products-Completed Operations Limit must be at least \$2,000,000.

5. "Any Auto" coverage, which includes Hired and Non-Owned automobiles, is required. If the company does not own any vehicles, then the "Hired Autos" and "Non-Owned Autos" coverage are required.

6. Automobile Limit of at least \$1,000,000 is required.

7. Excess/Umbrella coverage must be included, if required by the contract, at a limit of at least \$1,000,000.

- The Retention/Deductible must not exceed \$10,000.

8. Washington Stop Gap coverage of at least \$1,000,000 is required (if not shown in the General Liability section).

9. Professional Liability coverage must be included at a limit of at least \$2,000,000 Per Occurrence.

- The Retention/Deductible must not exceed \$10,000.

10. "Description of Operations" section should reference the contract name, number and service provided.

14. LEGAL FEES

The Agency covenants and agrees that in the event suit is instituted by the purchaser for any default on the part of the Agency, and the Agency is adjudged by a court of competent jurisdiction to be in default, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

15. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification if either party is delayed by force majeure, said party should provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall

cease as soon as practicable and written notification of it shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights reserved:

The District reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Agency shall have no recourse against the District.

INSTRUCTIONS FOR COMPANIES SUBMITTING PROPOSALS

1. GENERAL INSTRUCTIONS

This specification constitutes the proposal form:

- A. Proposers will submit one signed original proposal and two (2) printed copies and an electronic proposal. The electronic proposal can be in the form of a CD or thumb drive. The proposals must be submitted on 8-1/2 X 11 inch paper, with some type of binder to keep the paper in order (no staples, please)
- B. The firm name and all requested data pertinent shall be filled in on the last 3 pages of this RFP and included with your proposal.
- C. The descriptions in this RFP have been prepared so as to identify clearly the basic requirements for each item. You are responsible for noting any and all exceptions to the required features specified.

2. PREPARATION OF PROPOSAL

All proposals must be submitted in sealed opaque envelope. **THE RFP NUMBER, DESCRIPTION, AND DATE AND TIME OF OPENING MUST APPEAR ON THE OUTSIDE OF THE ENVELOPE.** It is the sole responsibility of the company/individual submitting proposal to see that it received by the proper time.

Proposals received after the date and time scheduled for opening shall be returned to the sender unopened.

Proposals submitted by mail shall be addressed to:

HIGHLINE SCHOOL DISTRICT #401
Attn: MARK FINSTROM
15675 Ambaum Boulevard Southwest
Burien, WA 98166

Proposals submitted in person shall be delivered to:

Mark Finstrom
HIGHLINE SCHOOL DISTRICT #401
15675 Ambaum Boulevard Southwest
Burien, Washington 98166
Please call (206) 631-3000 for directions to this location if needed.

3. **SIGNATURE**

The proposal must bear the signature in longhand and in ink of the person or persons duly authorized to sign the proposal in the name of the company.

4. **MODIFICATIONS**

Changes in or additions to the RFP form, recapitulations of the work bid upon, alternate proposals or any other modifications of the RFP form which are not specifically called for in the contract documents, may result in the District rejecting the proposal as not being responsive to the invitations. No oral or telephonic modification of any proposal submitted will be considered.

5. **ERASURES**

The person or persons signing the proposal must initial any erasures, interlineations, or corrections in the RFP document.

6. **EXAMINATION OF SITE, DRAWING, ETC.**

The Agency shall thoroughly examine and be familiar with the specifications. The failure or omission of a an Agency to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself/herself with conditions there existing (if required in RFP document), shall in no way relieve any Agency from obligations with respect to his/her proposal or to the contract. The submission of a proposal shall be taken as prime facie evidence of compliance with this section.

7. **WITHDRAWAL OF PROPOSALS**

Any Agency may withdraw his/her proposal, either personally, by written request, or by telephone call followed by written request at any time prior to the scheduled closing time for receipt of proposals. No Agency may withdraw a proposal after the date and hour set for the opening thereof and before the award of the contract unless said award is delayed for a period exceeding 45 days.

8. **INTERPRETATIONS OF PLANS AND DOCUMENTS**

If any person who contemplates submitting a proposal for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or contract documents, or finds discrepancies in, or omissions from the plans or specifications, he/she may submit to the District a written request for an interpretations or correction thereof. **The person submitting such request will be responsible for its prompt delivery not later than five (5) days before the date specified for receipt of**

the proposals. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed, delivered, or sent via facsimile machine receiving a set of such contract documents as well as posted on the District Purchasing page. The District will not be responsible for any other explanations or interpretation of the contract documents. No oral interpretation of any provision in the contract documents will be made to any Agency.

9. AGENCIES INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm or corporation shall be allowed to make or file or be interested in more than one proposal for the same work unless alternate proposals are specifically called for.

10. AWARD OF CONTRACT

The formal award of contract is subject to the right, which is reserved by the District to reject any or all proposals, or any parts thereof and to waive informalities.

11. "OR DISTRICT APPROVED ALTERNATE" CLAUSE

Whenever a process, equipment or material is specified by giving the manufacturer's name, brand or number, it is understood that the words "or District approved alternate" follow thereafter unless "No Substitutions" is stated in Special Information/Instructions.

12. ASSIGNMENT OF CONTRACT

The Agency shall not assign this contract nor any part thereof, nor any monies due or to become due, without the prior written approval of the District.

13. TERMINATION FOR BREACH

In the event that any of the provisions of this contract are violated by the Agency the District may serve written notice upon the Agency of its intention to terminate such contract, and unless within 10 days after serving of such notice upon the Agency such violation shall cease, and satisfactory arrangement for correction be made, the contract shall upon expiration of said ten days case and terminate. In the event of any such termination, the District shall immediately serve notice thereof upon the Agency and the District may declare the Agency in default, and procure all material involved in the Contract from other sources and the Agency shall be liable to the District for any excess cost occasioned the District thereby.

14. COPIES OF REQUEST FOR PROPOSAL

Each Agency will be furnished one complete set of the specifications. Additional copies may be obtained by contacting the Purchasing Department of the District.

15. ANTI-DISCRIMINATION CLAUSE

The bidder agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, national origin, disability, marital status, sex, or age with regard to, but not limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Agency who is in violation of this clause shall be barred forth with from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

16. Bid Protest Procedures

Procedure: A Bidder protesting for any reason, the procedure or award of the contract, shall submit cause in a written protest to be filed with the Business Services Department no later than three (3) business days after the date upon which bids are opened. The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

Highline School District #401
Business Services Department
ATTN: MARK FINSTROM
15675 Ambaum Blvd. SW
Burien WA 98166

Consideration: Upon receipt, the District will consider the protest. The District may, within three (3) business days of receipt, provide any other affected Bidder, the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement between the protesting Bidder and the Business Services Department, the Superintendent of the District or designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidders, within six business days of the District's receipt of the protest. (If more than one protest is filed, the District's decision will be provided within six

business days of the District's receipt of the last protest). If no reply is received during the six-business-day period, the protest shall be deemed rejected.

Waiver: Failure to comply with these protest procedures will render a protest waived.

Condition Precedent: Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

DURATION OF RFP 18/19-3

RFP 18/19-3 will be valid for one eRate year, 2019-20, with optional years of 2020-21 and 2021-22.

RFP 18/19-3

The DISTRICT is requesting proposals from firms or individuals (the Agency) for the purpose of providing support services to the DISTRICT.

Responses must include Agency qualifications, general availability, and pricing for services for each section that is appropriate. Please make sure to indicate the section number(s) you are responding to.

PROPOSERS MAY RESPOND TO ONE OR MORE SECTIONS OF THIS RFP.

Highline Public Schools is interested in receiving Request for Proposals (RFP) from qualified Local service providers to provide Leased Lit Fiber Service.

If you have questions regarding this material, or if you require additional information, contact Becky Mesker, Project Manager (DoTS) at Becky.Mesker@highlineschools.org.

Sealed proposals will be received in the Office of the Chief Technology Officer, 15675 Ambaum Blvd. SW, Burien, WA 98166 until 2:00 p.m. Local Time, December 17, 2018.

Faxed or e-mailed proposals are not acceptable.

The following criteria will be used for awarding contracts:

1. Purchase price	30%
2. Reputation of the vendor	12%
3. Quality of goods	10%
4. Extent to which goods meet District's needs	10%
5. Vendor's past relationship with District	10%
6. Impact on the ability of District to comply with laws/rules relating to HUBs	1%
7. Long-term cost to the District	12%
8. Other relevant factors specifically listed in this RFP including, but not limited to:	15%
• Service level Agreement – 5%	
• Proposed Implementation Plan – 5%	
• Local Service and Support Team – 5%	

Highline Public Schools reserves the right to reject any or all proposals, to waive any technicalities, and to accept the proposal(s) that is determined to be the most favorable to the District.

Please submit your proposal in **triplicate, including an electronic copy via flash drive.**

Mark clearly on the envelope:

“Leased Lit Fiber HPS – 2:00 p.m. PT – December 17, 2018 - RFP #2019.020”

**Mark Finstrom
Chief Technology Officer**

SCOPE OF PROPOSAL

Highline Public Schools (“HPS” or “District”) is accepting Request For Proposals (RFP) from qualified Local service providers to provide Leased Lit Fiber Service. The purpose of this Request For Proposal is to provide a standard from which to evaluate your company’s Fiber services as they compare to other providers and as they pertain to the needs of HPS as defined in this document. Due to the increased utilization of the broadband services by students, staff, and administration, this RFP is a request for a minimum of a 10 Gbps Leased Lit Service between multiple HPS facilities.

SPECIFIC TERMS AND CONDITIONS

1. This contract will be awarded to one vendor as determined to provide the best value to HPS. HPS reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of HPS.
2. **Length of Contract:** All agreements executed as a result of the responses to this RFP shall be for a one (1) year agreement with two (2) successive one (1) year voluntary extensions based on the long-range needs of the District and mutual consent of both parties. The term of this contract shall not exceed three (3) years total including one year extensions. **Auto renewal language will not be allowed in the final contract.**
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
4. **Communications:** All questions received and the corresponding answers will be distributed to all bidders. **No verbal responses will be provided.** The deadline for questions about this proposal is noted above. The District will not respond to questions after this time and date. Although every effort has been made to provide accurate and up-to-date information, companies supplying proposals should email the listed contact to answer any and all questions. Response to questions will be posted in the form of an addendum to this RFP on the USAC website. **The vendors will be responsible for checking the USAC website for any posted addenda.**

All vendor communications must be directed in writing to:

Becky Mesker
Project Manager (DoTS) Technology Services
Highline Public Schools
15675 Ambaum Blvd. SW
Burien, WA 98166
Telephone: 206.631.3333

Email: Becky.Mesker@highlineschools.org

5. **Acceptance:** HPS reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendors, will be based on the determined "Best Value for the District."
6. Contract shall be put into effect by means of an E-Rate contingency Agreement, vendor contract, and/or purchase order(s) executed by an authorized District representative.
7. **If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.**
8. Transfer of contract by vendor is prohibited.
9. HPS reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.
10. **INSURANCE:** Insurance and Certificate Requirements are listed in Attachment A. Copies of the successful contractor's liability insurance and workman's compensation certificates are required
 - a. Should any of the above described policies be cancelled before the expiration date, therefore the issuing company will mail thirty (30) days written notice to the certificate holder, Highline Public Schools.
 - b. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
 - c. The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
 - d. The selected bidder will be required to supply an insurance certificate naming Highline Public Schools as an additional insured.

The insurance requirements as listed in Attachment A and above also apply to any sub-contractor(s) in the event that any that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

E-RATE PROJECT DETAILS:

1. Service Provider must include on the pricing sheet all applicable costs necessary to fulfill the proposal, including but not limited to any taxes, surcharges, fees, installation cost, and any other costs inclusive of **“Special Construction Charges.”** Service Providers must distinguish within any pricing documents if a price is a “Non-Recurring Charge” or a **“Special Construction Charge”** as the charges are treated differently by the E-Rate Program. Service Providers whom are charging a **“Special Construction Charge”** must provide additional information within the response to the solicitation as noted on the Service Pricing Sheet(s).
2. Billing cycle will begin on the first day of the month and end on the last day of the month. Bill will be received no later than five (5) business days after the beginning of the month and will be due net 30. Service Provider must include a breakdown with detailed charges of all items billed inclusive of any applicable taxes, fees, and surcharges.
3. A portion of the payment for this contract will come from the Schools and Libraries Program (SLD) administered by the Universal Service Administrative Company (USAC). The District is eligible for a certain percentage discount, to be verified by the SLD. The District has historically utilized the Billed Entity Applicant Reimbursement (BEAR) Form (FORM 472) for reimbursement from the School and Libraries Program (SLD). The contracted Service Provider shall acknowledge acceptance of this process. Contracted Service Provider further agrees to fully cooperate with the District in the event the District elects to convert to the Service Provider invoice method during the term of the contract. Contracted Service Provider agrees to provide any Service Provider federal E-Rate data gathering forms prepopulated with billed account numbers and circuit id for the District’s review and certification. All invoices must be detailed by site.
4. The Universal Service Fund is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). This not-for-profit corporation was appointed by the Federal Communications Commission (FCC) to ensure that the benefits of telecommunications services reach students and communities across the country. Service Providers responding to this solicitation must be currently registered with the SLD and must provide the Service Provider Identification Number (SPIN)/FCC 498 ID as assigned by the SLD within the response to this solicitation. For more information, visit the Schools and Libraries Division Website at: www.sl.universalservice.org
5. Service Provider agrees to resolve within 60 calendars days any formal written billing dispute provided either electronically, or via the United States Postal Service with return receipt requested. Service Provider shall provide the mailing address for formal billing disputes within the response. Service Provider shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days,

Service Provider agrees to issue a credit to the District. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event Service Provider does not provide the credit requested, the District shall subtract said credit from the next month's bill. Service Provider agrees and accepts that any late payment fees associated with this process shall be waived by Service Provider without demand.

6. All responses must include an attached exceptions page. The District requires that each Service Provider prepare a **separate exceptions page** listing ALL exceptions to any specifications or terms and conditions within this solicitation. If your company is not listing any exceptions to the specifications or terms and conditions within this solicitation, the Service Provider is still required to submit an exceptions page and should notate it accordingly. Any proposer not providing a separate exceptions page shall be subject to disqualification.
7. Service Provider must provide access to customer support on a 7 x 24 x 365 basis for the entire term of the contract.
8. The Service Provider shall provide one customer representative and technical service representative to serve as Project Manager(s) during normal business hours (8:00 AM to 5:00 PM) during the first five days of Service operation to provide such assistance to the District representative as may be required. The customer representative and technical service representative will be on call and immediately available for the remainder of the first month of operation. The cost shall be included within the pricing sheet.

QUESTIONNAIRE:

1. Provide a list of customer service support telephone number(s).

2. Provide the wireless telephone numbers for the first line service support supervisor and second line service support supervisor.
1st Line: _____
2nd Line: _____
3. Who will be the contract administrator/point of contact for Service Provider?

4. In a separate sheet, provide a list or organizational chart of your local support management and sales team.
5. In a separate sheet, provide a high-level implementation plan to include time in weeks from notice to proceed to completion. Cutover to the proposed system shall be no later than July 1st, 2019, or 60 days after receipt of the USAC Funding Commitment Decision Letter, whichever event occurs later. Notice to Proceed is assumed to be issued by 14 days after USAC funding commitment decision letter.
6. Specify and explain your regular maintenance routines for the proposed service.

7. Specify and explain your Standard Policies for any Moves, Adds or Changes due to non-repair service, e.g., new road construction, pole repair, etc.

8. Provide a Physical Diagram of your proposed service offering in “kmz” format.
9. In a separate sheet, provide a Logical Diagram of your proposed service offering.
10. In a separate sheet, provide a detailed description for your proposed Point of Demarcation, Interface and Interconnection to the Customer Premise Wiring and Equipment for each service proposed.
11. Provide your standard contract for Leased Lit Fiber Service.
12. Confirm that all fully managed **Leased Lit Fiber Services** meet the following Service Levels:

- a. The Service Provider will make all reasonable efforts to ensure 99.999% network availability of each circuit.

- b. Frame/packet loss .25% Commitment.

- c. 25 ms Network Latency Commitment.

- d. 10 ms Network Jitter Commitment.

- e. There is no right of Service Provider to limit or throttle the capacity of the circuit at any time for any reason.

SERVICE PRICING SHEET(S):

Vendors shall propose Fully Managed Leased Lit Ten (10) Gbps services for a One (1) Year Service Agreement. Each location shall be priced exclusively.

In Table 1 provide the Service Provider Information.

In Tables 2 through 3 provide the following as applicable:

- Non-Recurring Charge (NRC) if any for each Service Location and Term identified.
- Special Construction Charge (SCC) if any for each Service Location and Term identified.¹
- Monthly Recurring Charge (MRC) for each Service Location and Term identified.
- Total NRC, SCC and MRC for each Term.
- Total Contract Price for each Term.²
- Optional 1 Year Extension Price for ten (10) additional years.³

In Table 4 provide Addition & Upgrades as defined below.

- Provide pricing to add a 10 Gbps to a new location and to upgrade an existing service from 10 Gbps to 40 Gbps (optional as selected by HPS) during the term of the initial agreement. The purpose of this pricing table is to allow for the addition of sites to the agreement that are not specifically listed with an address on the pricing table but are included as an entity on the FCC Form 470 and/or FCC Form 471 during the initial term of the agreement and/or annual mutually agreed upon extensions of the agreement. Vendors should estimate to best of their ability either on a “per mile” basis, or utilizing a “Postal Rate”, or a combination thereof in the Pricing Table.

¹ Service Providers whom are charging a “Special Construction Charge” will be required to provide additional information in the Special Construction of New Fiber section and the SCC Cost per Foot spreadsheet.

² The total cost of the entire contract over the term of the agreement including any Non-Recurring Charges and/or Special Construction Charges and excluding the price of the optional 1 year extension.

³ Extension Price is Optional as selected by HPS Auto renewal language will not be allowed in the final contract.

Table 1 Service Provider Information

Service Provider Name	
Main Address	
Remittance Address	
Contact Name for Proposal	
Telephone Number	
Fax Number	
USAC SPIN NO./FCC 498ID	
Primary Scope of Business	

Table 2 Leased Lit Services

Service Locations from Highline Schools ERAC 16048428 15675 Ambaum Blvd. SW Burien, WA 98166	Leased Lit (10 Gbps)		
	1 Year Term		
To	NRC	SCC	MRC
Aviation HS 16028604 9229 East Marginal Way South Tukwila, WA 98108			
Beverly Park at Glendale ES 115265 1201 South 104th St. Seattle, WA 98168			
Big Picture HS 16048229 440 South 186th St. Burien, WA 98148			
Bow Lake ES 115295 18237 42nd Avenue South SeaTac, WA 98188			
Cedarhurst ES 115269 611 South 132nd St. Burien, WA 98168			
CHOICE Academy (Woodside HS) 230028 18367 8th Avenue South Burien, WA 98148			
Des Moines ES 115308 23801 16th Avenue South Des Moines, WA 98198			
Evergreen HS 17015930 830 SW 116th St. Seattle, WA 98146			
Existing Des Moines ES Campus (campus will be repurposed) 22001 9th Avenue South Des Moines, WA 98198			
Glacier MS (new campus) 2450 South 142nd St. SeaTac, WA 98168			
Gregory Heights ES 115259 16201 16th Avenue SW Burien, WA 98166			

Service Locations from Highline Schools ERAC 16048428 15675 Ambaum Blvd. SW Burien, WA 98166	Leased Lit (10 Gbps)		
	1 Year Term		
To	NRC	SCC	MRC
Hazel Valley ES 115236 402 SW 132nd St. Burien, WA 98146			
Highline HS 615 South 200th St. Des Moines, WA 98198			
Highline HS Extended Campus 115242 225 South 152nd St. Burien, WA 98148			
Hilltop ES 115268 12250 24th Avenue South Burien, WA 98168			
Madrona ES 115306 20301 32nd Avenue South SeaTac, WA 98198			
Maintenance Ops & Facilities 16048256 17910 8th Avenue South Burien, WA 98148			
Marvista ES 115262 19800 Marine View Dr. SW Normandy Park, WA 98166			
McMicken Heights ES 115293 3708 South 168th St. SeaTac, WA 98188			
Midway ES 115310 22447 24th Avenue South Des Moines, WA 98198			
Mount View ES 115231 10811 12th Avenue SW Seattle, WA 98146			
New Start HS 233441 614 SW 120th St. Seattle, WA 98146			
North Hill ES 115244 19835 8th Avenue South Des Moines, WA 98148			

Service Locations from Highline Schools ERAC 16048428 15675 Ambaum Blvd. SW Burien, WA 98166	Leased Lit (10 Gbps)		
	1 Year Term		
To	NRC	SCC	MRC
Pacific MS 115311 22705 24th Ave South Des Moines, WA 98198			
Parkside ES 115305 2104 S 247th St. Des Moines, WA 98198			
Puget Sound Skill Center 222944 18010 8th Avenue South Burien, WA 98148			
Seahurst ES 115257 14603 14th Avenue SW Burien, WA 98166			
Shorewood ES 115237 2725 SW 116th St. Burien, WA 98146			
Southern Heights ES 115266 11249 14th Avenue South Burien, WA 98168			
Sylvester MS 115261 16222 Sylvester Rd. SW Burien, WA 98188			
Tyee HS 17015929 4424 South 188th St. SeaTac, WA 98188			
Valley View ES 115294 17622 46th Avenue South SeaTac, WA 98188			
White Center Heights ES 115240 10015 6th Avenue SW Seattle, WA 98146			
Total NRC, SCC and MRC			
Total Contract Price			
Optional 1 Year Extension Price for Two (2) additional years			

Table 3 Leased Lit Services

Service Locations from Highline Schools Midway 115310 22447 24th Avenue South Des Moines, WA 98198	Leased Lit (10 Gbps)		
	1 Year Term		
To	NRC	SCC	MRC
Aviation HS 16028604 9229 East Marginal Way South Tukwila, WA 98108			
Beverly Park at Glendale ES 115265 1201 South 104th St. Seattle, WA 98168			
Big Picture HS 16048229 440 South 186th St. Burien, WA 98148			
Bow Lake ES 115295 18237 42nd Avenue South SeaTac, WA 98188			
Cedarhurst ES 115269 611 South 132nd St. Burien, WA 98168			
CHOICE Academy (Woodside HS) 230028 18367 8th Avenue South Burien, WA 98148			
Des Moines ES 115308 23801 16th Avenue South Des Moines, WA 98198			
Evergreen HS 17015930 830 SW 116th St. Seattle, WA 98146			
Existing Des Moines ES Campus (campus will be repurposed) 22001 9th Avenue South Des Moines, WA 98198			
Glacier MS (new campus) 2450 South 142nd St. SeaTac, WA 98168			
Gregory Heights ES 115259 16201 16th Avenue SW Burien, WA 98166			

Service Locations from Highline Schools Midway 115310 22447 24th Avenue South Des Moines, WA 98198	Leased Lit (10 Gbps)		
	1 Year Term		
To	NRC	SCC	MRC
Hazel Valley ES 115236 402 SW 132nd St. Burien, WA 98146			
Highline HS 615 South 200th St. Des Moines, WA 98198			
Highline HS Extended Campus 115242 225 South 152nd St. Burien, WA 98148			
Hilltop ES 115268 12250 24th Avenue South Burien, WA 98168			
Madrona ES 115306 20301 32nd Avenue South SeaTac, WA 98198			
Maintenance Ops & Facilities 16048256 17910 8th Avenue South Burien, WA 98148			
Marvista ES 115262 19800 Marine View Dr. SW Normandy Park, WA 98166			
McMicken Heights ES 115293 3708 South 168th St. SeaTac, WA 98188			
Mount View ES 115231 10811 12th Avenue SW Seattle, WA 98146			
New Start HS 233441 614 SW 120th St. Seattle, WA 98146			
North Hill ES 115244 19835 8th Avenue South Des Moines, WA 98148			
Pacific MS 115311 22705 24th Ave South Des Moines, WA 98198			

Service Locations from Highline Schools Midway 115310 22447 24th Avenue South Des Moines, WA 98198	Leased Lit (10 Gbps)		
	1 Year Term		
To	NRC	SCC	MRC
Parkside ES 115305 2104 S 247th St. Des Moines, WA 98198			
Puget Sound Skill Center 222944 18010 8th Avenue South Burien, WA 98148			
Seahurst ES 115257 14603 14th Avenue SW Burien, WA 98166			
Shorewood ES 115237 2725 SW 116th St. Burien, WA 98146			
Southern Heights ES 115266 11249 14th Avenue South Burien, WA 98168			
Sylvester MS 115261 16222 Sylvester Rd. SW Burien, WA 98188			
Tyee HS 17015929 4424 South 188th St. SeaTac, WA 98188			
Valley View ES 115294 17622 46th Avenue South SeaTac, WA 98188			
White Center Heights ES 115240 10015 6th Avenue SW Seattle, WA 98146			
Total NRC, SCC and MRC			
Total Contract Price			
Optional 1 Year Extension Price for Two (2) additional years			

Table 4 Leased Lit Fiber Service – Additions & Bandwidth Upgrades

<p align="center">Service Locations from</p> <p align="center">Highline Schools ERAC (BEN) 15675 Ambaum Blvd. SW Burien, WA 98166 or Highline Schools Midway (BEN) 22447 24th Avenue South Des Moines, WA 98198</p>	<p align="center">Leased Lit Service</p> <p align="center">Addition of 10 Gbps Service to new location and Upgrade to 40 Gbps Service (optional as selected by HPS)</p>		
<p align="center">To</p>	<p align="center">NRC</p>	<p align="center">SCC</p>	<p align="center">MRC</p>
<p>Add 10 Gbps Service to a new location during the term of the agreement 1 Year Term Agreement</p>			
<p>Add 10 Gbps Service to a new location during the term of the agreement 2 Year Term Agreement</p>			
<p>Upgrade 10 Gbps Service to 40 Gbps Service in Year 1 at an existing location</p>			
<p>Upgrade 10 Gbps Service to 40 Gbps Service in Year 2 at an existing location</p>			
<p>Vendor may add additional postal pricing scenarios they deem appropriate</p>			

Proposal Acknowledgement

By signing, the officer certifies that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation.

The signature below is made by an authorized agent or vendor, and it affirms that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer(s) and that the contents of this proposal as to prices, terms, and conditions of said proposal have not been communicated by the signed person nor any employee or agent to any other person engaged in this type of business prior to official opening of the proposal.

Signature above affirms receipt and understanding of all Notices and Instructions, Specifications, Terms and Conditions, Proposal Form, Scope, Contract Clauses, Representations and Certifications, Felony Conviction Requirements, and all documents pertaining to this proposal and attached as reference, if applicable. Vendor agrees to abide by all conditions and any negotiations that are a part of any RFP. Negotiated conditions will be in writing, attached to the official proposal documents. Vendor represents that to the best of its knowledge the proposer is not indebted to Vendor. Indebtedness to the District shall be basis for non-award and/or cancellation of any award or acceptance.

Vendor certifies that no local, state or federal suspension or debarment is in place as of the date of the RFP Response Submittal.

COMPANY NAME

ADDRESS

CONTACT PERSON (PRINTED OR TYPED) TITLE TELEPHONE EMAIL

AUTHORIZED SIGNER (PRINTED OR TYPED) TITLE TELEPHONE EMAIL

AUTHORIZED SIGNER (SIGNATURE)

DATE

SPECIAL CONSTRUCTION OF NEW FIBER:

Service Provider must provide the following information if the proposal includes “Special Construction Charges” as defined by the Universal Service Administrative Company Schools and Libraries Division E-Rate Program. Prospective Service Providers should review the “Special Construction Charges” information on the USAC Web Site: <http://www.usac.org/sl/applicants/beforeyoubegin/fiber.aspx> for complete details.

Special Construction Charge Information Required with Service Provider Proposal:

Include a complete bill of materials associated with the Special Construction Charges including Manufacturer Part Number, Manufacturer Description, quantity of each item, unit cost, and extended cost.

Include the Latitude and Longitude of each site, and the Start Point and End Point for each **newly constructed fiber segment** included within your proposed “Special Construction Charge” required to comply with the requirements of this RFP.⁴

Include a “.kmz” or “.json map” file of the proposed solution. Existing Fiber should be identified in the color green on the file. Newly Constructed Fiber included in your proposed Special Construction Charge should be in the color red.

In the Table below:

- Enter the percentage of build for each Plant Type for the Expected and Existing Plant Mix.
- Enter the Average cost per foot for the Type of Plant Mix.⁵

Plant Type	Expected Plant Mix	Existing Plant Mix	Avg. Cost/ft. for Type of Plant Mix
Aerial	%	%	\$0.00
Direct Buried	%	%	\$0.00
Buried with Underground Conduit	%	%	\$0.00
Total of all Plant Types (must equal 100%)	100%	100%	N/A

Applicant Share Four Year Payment Plan

Highline Public Schools’ anticipated E-Rate Discount for FY 2019 is 80%. E-Rate Rules allows the applicant to pay the applicant share of the “Special Construction Charge” over a four year period in four equal annual payments or 48 equal monthly payments.

⁴ See SCC Cost per Foot spreadsheet.

⁵ Average Cost per Foot for Type of Plant Mix is for **New Fiber Only** associated with the proposed Special Construction Charge.

Indicate within your proposal if your company agrees to this payment plan for the applicant share of the “Special Construction Charge”. Indicate if your payment plan includes interest charges and the interest rate if applicable.

Service Level Agreement

Proposer shall include Service Level Agreement (SLA) for proposed service. Vendor shall provide a copy of their standard Service Level Agreement in the proposal. Please also provide the following where applicable:

1. SLA Targets:
Please provide in complete detail your SLA agreement details for each applicable service area:
 - a. Service Availability
 - b. Mean Time to Restore
2. Priority Classification:
Please provide your definition of criteria for each classification of service by priority level.
3. Service Credits:
Please provide the amount of service credits based on each SLA Target as listed above in Item 1.

REQUEST FOR PROPOSAL RESPONSES

Responses to the RFP must be received by Tuesday, November 27, 2018, at 2:00:00 PM at the District Purchasing Office. Late submittal will not be considered. A response sheet is provided below.

Questions may be addressed to Becky Mesker, the IT Project Manager at Becky.Mesker@highlineschools.org .

All costs for developing proposals in response to this RFP are the obligation of the proposer and are not chargeable to the DISTRICT. All proposals and accompanying documentation will become property of the DISTRICT and will not be returned. Proposals may be withdrawn at any time prior to the published close date, provided notification is received in writing to the DISTRICT. Proposals cannot be withdrawn after the published close date.

A research and deliberation period will begin with the opening of the RFP responses on November 27, 2018. The District will issue contracts to the selected Agencies as necessary on for the 2019-2020 school year, or on a project by project basis. Agency availability is a consideration.

RFP 18/19-3 RESPONSE SHEET

Agency Name:

Address:

Phone:

Email:

Responding to section number:

You may respond to multiple sections. Please respond to each section individually.

A brief description of personal or agency qualifications:

Price per visit:

Please indicate price or unit pricing

Signature and date

Agency Name:

Address:

Phone:

Email:

Responding to section number:

Indicate 1 or more sections that you qualify for. Please respond to each section individually.

A brief description of personal or agency qualifications:

Price per visit:

Please indicate price or unit pricing

Signature and date

Please make copies of this page as necessary in order to respond to additional sections.

BUSINESS STYLE OF RFP RESPONDER

The party by whom this RFP is submitted and by whom the contract will be entered into in case the award is made to him/her is

a: _____

State whether bidder is a corporation, a partnership, or an individual doing business at

_____ Street Address

_____ City, State, Zip Code

To which notice of acceptance should be mailed or delivered.

NAME OF INDIVIDUALS

The names of the president, treasurer, and manager of the corporation or the names and addresses of all persons and parties interested in this proposal as a partner or principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE:

(Legal name of Person, Firm, or Corporation submitting a proposal)

By _____
Name (Print)

Title _____

Signed _____

Phone _____

Dated _____

Email _____

DEBARMENT AND SUSPENSION CERTIFICATION

Highline School District No. 401

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions \$25,000 and Above

This certification is required by the Executive Order 12543 and 48 CFR part 9 regarding all transaction receiving federal dollars.

- a. The prospective lower tier participant (contractor) certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant (contractor) shall provide immediate written notice to Highline School District, 15675 Ambaum Blvd SW, Burien, WA 98166 Attn: Purchasing if at any time the prospective lower tier participant (contractor) learns that is certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. Should the prospective lower tier (contractor) enter into a covered transaction with another person at a lower tier (subcontractor), the prospective lower tier participant (contractor) agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The prospective lower tier participate will do this by (a) checking the federal Excluded Parties List System (EPLS) at the System award management (SAM) www.sam.gov; or (b) collecting a certification from that person; or (c) adding a clause or condition to the covered transaction contract with that person similar to the paragraph above.
- c. The prospective lower tier participant (contractor) agrees by signing this agreement that it shall not knowingly enter into any lower tier covered transaction with a person (subcontractor) who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.
- d. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. In addition, under 18 USC sec. 1001, a false statement may result in a fine or imprisonment for up to five (5), or both. I have read and understand the instructions on the reverse side of this form.

Signature of Authorized Representative	Date
Typed or Printed Name & Title of Authorized Representative	Organization
Project, Proposal, Bid or Contract Name	

I am unable to certify the above statements. My explanation is attached.

Attachment A