

INDEPENDENT SCHOOL DISTRICT 273  
EDINA PUBLIC SCHOOLS

REQUEST FOR PROPOSAL  
FOR  
INTERNET SERVICES

## TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
<b>SECTION 1-GENERAL INFORMATION</b>	<b>2</b>
1.0 BACKGROUND/PURPOSE	2
1.1 VENDOR QUESTIONS AND RFP DATES	2
1.2 RFP RESPONSE AND AFFIDAVIT	2
1.3 RFP RESPONSE FORMAT	3
1.4 GENERAL REQUIREMENTS AND INSTRUCTIONS TO VENDORS	3
1.5 RESPONSE EVALUATION	4
1.6 CONTRACT TERMS AND CONDITIONS	5
<b>SECTION II-SERVICE REQUIREMENTS AND SPECIFICATIONS</b>	<b>9</b>
2.1 SERVICES REQUESTED	9
2.1.1 INTERNET SERVICE	9
2.1.2 ALTERNATES	9
<b>SECTION III-COST INFORMATION</b>	<b>10</b>
<b>SECTION IV-ATTACHMENTS</b>	<b>11</b>
ATTACHMENT B INTERNET SERVICES	11
ATTACHMENT D AFFIDAVIT OF NON-COLLUSION FORM	12
ATTACHMENT E STATEMENT OF AFFIRMATIVE ACTION FOR EQUAL OPPORTUNITY EMPLOYMENT	13

## **SECTION 1-GENERAL INFORMATION**

### **1.0 Background/Purpose**

Edina School District (District) is requesting proposals for internet services. Vendors may respond to any of the services listed in this Request for Proposal (RFP). The District plans to establish a three year contract for services with the option to extend it for another two one year extensions.

### **1.1 Vendor Questions and RFP Dates**

Questions and/or correspondence related to this RFP document or procurement must be in writing and sent to:

Mr. Steve Buettner  
Director, District Media and Technology Services  
Edina Public Schools  
5701 Normandale Road, Suite 339  
Edina, MN 55424  
Email: [steve.buettner@edinaschools.org](mailto:steve.buettner@edinaschools.org)

The following RFP dates have been established:

RFP issued: November 24, 2020  
RFP Due date : December 24, 2020 (4 p.m. local time, CST)  
RFP Decision Date: January 12, 2020 (2 p.m. local time, CST)

### **1.2 RFP Response and Affidavit**

Response to this RFP is due by 4 p.m. December 24, 2020 and must be received at the following address.

Edina School District 273  
Administration Building, Room 339  
5701 Normandale Road  
Edina, MN 55424  
[steve.buettner@edinaschools.org](mailto:steve.buettner@edinaschools.org)

One original and one electronic copy(email is permitted) of the RFP response must be in the hands of the District by the due date listed above and clearly marked:

“RESPONSE TO EDINA SCHOOL DISTRICT RFP FOR INTERNET SERVICES”

Vendors responding to the RFP may respond to the service requested.

The cost section of the response must not contain any erasures, corrections, or white outs. Failure to comply will result in the response being rejected.

The District will reject all responses received after the closing time identified above. Facsimile responses will not be accepted. The District is not responsible if an improperly addressed response is opened prematurely. All requests to withdraw a proposal must be made in writing to the District at the address listed above. Vendors may not withdraw their proposal within 90 days after the actual date of the opening, without forfeiting the bond.

The School District reserves the right to waive technicalities or irregularities, to accept any portion of a vendor's proposal, when responses are by items, to reject any or all responses and to make arrangements to the best interest of the Edina School District.

The vendor must include as part of their response:

- A. A signed affidavit of non-collusion.
- B. A signed Statement of Affirmative Action for Equal Opportunity Employment.

The above forms are provided as part of the RFP document.

### **1.3 RFP Response Format**

Vendors must include the following in their response:

- A. Description of the services being proposed. Services proposed must comply with the requirements as outlined in Section II of the RFP.
- B. Vendor qualifications as outlined in section 1.5
- C. Cost information as required in Section III of the RFP

Failure to submit your proposals in accordance with the requirements of the RFP will be grounds for rejection. Vendors must warrant that the proposed services meet or exceed all specifications contained or referenced herein. Vendors remain solely responsible for the accuracy of the proposal as to service performance and quality and quantity of any material provided.

### **1.4 General Requirements and Instructions to Vendors**

The primary intent of this document is to provide vendors with sufficient information and a point of reference to propose solutions and associated services that will satisfy the objectives of the District as stated in Section II of the RFP.

Vendors must respond to the base request and any alternates if requested as set forth in Section II of the RFP. Final determination of what is procured is dependent on the responses provided by the vendors and other budgetary considerations.

The following must be considered in responding to the RFP.

- a. The specifications provided herein are intended to facilitate an understanding of the district's needs and are to be considered the *minimum* requirements. It is the vendor's responsibility to propose a technically sound and operationally functional service.
- b. The proposed solution must provide a highly reliable grade of service. Vendors must document conformance with the performance requirements of Section II.
- c. Each vendor is required to submit proposed contracts, catalog data and technical information that completely describe the services being proposed. Information provided will be used during the evaluation process. All general contents of this RFP and technical specifications herein, as well as the complete response of the successful vendor, will be included in any contract between the District and the successful vendor.
- d. The District reserves the right to determine whether a vendor is responsive and has the ability and resources to perform the contract in full and comply with the specifications. Inability to demonstrate vendor experience will result in rejection of the proposal.

- e. The District reserves the right to request additional information from the vendor to satisfy any questions that might arise. The District further reserves the right to reject any or all response and/or to issue invitations for new proposals.
- f. The District assumes no responsibility for understanding or representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such understanding or representations are specifically incorporated into this RFP.
- g.. Verbal discussions pertaining to modifications or clarifications of this RFP will not be considered part of the RFP unless confirmed in writing. Any information provided by the vendor verbally will not be considered as part of that vendor's response until written confirmation is received by the District at the address provided in this RFP.
- h. The vendor is required to review this document and to become familiar with the requirements necessary to make a complete response in compliance with local, state, and federal codes and the RFP specifications. Failure to review the provided information regarding this project will not relieve the vendor from submitting a complete and fully responsive proposal.
- i. The District is not responsible for location or securing any information that is not identified in the RFP and reasonably available to the district. To ensure that sufficient information is available, the vendor must furnish as part of the response, all descriptive material necessary for the District to determine whether the response meets the requirement of the RFP and establishes exactly what the vendor proposes to furnish.
- j. Subcontractors working for the vendor must meet all the requirements of the RFP and any contract between the vendor and the subcontractor must include all contract terms agreed to between the District and the successful vendor.

## **1.5 Response Evaluation**

It is important that vendors review this subsection to understand the District's evaluation process.

- A. Vendor Qualifications.** Vendors responding to the RFP must have the following minimum qualifications.
- 1.The company or the subcontractors used must have a minimum of five years' experience in providing the service being proposed.
  - 2.The company or subcontractors used must have successfully installed services of similar scope and size for at least three customers.
  - 3.The company or subcontractors used must have a service and support capability and be able to respond within the specified time frame identified in Section II of the RFP.
  - 4.Vendors must participate in FCC's Schools and Libraries E-Rate program and commit to follow the guidelines necessary to enable the District to qualify and obtain appropriate discounts. Vendors must include their Service Provider Identification Number (SPIN) for use In E-Rate applications.

Vendors must include information that substantiates their qualification as part of their response to the RFP. Vendors that do not qualify will not be considered further.

- B. Proposed Solution Against the Requirements of the RFP.** Solutions not meeting the requirements stated in the RFP (Section II) will be eliminated from further consideration at this stage in the review process.

**C. The District will weigh the proposal as follows:**

- i) Cost (350 points-35%)-One time and/or multi-year costs(s) for will be used to evaluate the total cost of the services. Cost incurred to transition from existing services would be

included as part of the cost evaluation.

- ii) Technical Solution (250 points-25%)-The District will review the technology used to deliver services, the resiliency of the proposed solutions, and effort required by the District to work with the vendor.
- iii) Vendor Capabilities and Support (200 points-20%)-The District will review vendor experience, service level agreement provided, customer references and the overall support capabilities.
- iv) Ease of Transition (200 points-20%)-The District will review the proposal and the ease of implementation and cutover of services.

The District may shortlist vendors and request presentations from shortlisted vendors before making a decision. The District will award the contract to the lowest **responsible** vendor.

The District reserves the right to waive minor defects in a proposal during the evaluation process if it is deemed not to have any material effect on the final outcome.

## 1.6 Contract Terms and Conditions

- 1.6.1 **Contractual Conditions.** The following contractual conditions, in addition to service requirements and installation terms, shall be included in the contract entered into by the District and the successful vendor.
  - 1.6.1.1 Number of Vendors: The District may have multiple contracts-one for each category of service requested. The vendor may have subcontractors. Any agreements between the vendor and subcontractors must not conflict with the terms of the agreement between the District and the vendor.
  - 1.6.1.2 Laws of Minnesota and Effective Date: The contract between the District and the successful vendor shall be governed by the laws of the State of Minnesota. The contract shall be effective on the date it is approved and signed by the District.
  - 1.6.1.3 Risk of Loss or Damage: The District shall be relieved from all risks of loss or damage to the materials during periods of transportation, installation and during the entire time it is in possession of the successful vendor and until such time as unencumbered title for the system is vested in the District and it is in the exclusive possession of the District.
  - 1.6.1.4 Successful Vendor's Liability: The successful vendor shall be liable for damages resulting from injury to a person and/or damage to the property of the District, employees of the District, or persons designated by the District for any purpose, prior to or subsequent to acceptance, delivery, installation, and use of the system or service either at the successful vendor's site or at the District, provided that the injury or damage was caused by the fault or negligence of the vendor.

The vendor agrees to at all times to protect, defend, indemnify, and save the District (including the District's employees) from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the said vendor, his employees, subcontractors, and the like, in the performance of this agreement.

- 1.6.1.5 Assignment of Interest: The successful vendor shall not assign any part of its interest in this agreement without prior written consent of the District or agents thereof.
- 1.6.1.6 Permits: The successful vendor shall be responsible for any and all permits required.

### 1.6.2 **Date of Acceptance.** The contract will be considered substantially complete under the following conditions:

- a. All of the work has been completed in accordance with the contract and specifications.
- b. The system and or service operates in conformance with manufacturer's published specifications.

- c. Completion of 30 consecutive days of operation without major system or failure from when the system or service is turned over to the District for use. Failure within this period would re-start the 30-day period.

The vendor shall certify in writing to the District Project Manager when the system or service is installed, operational in accordance with the specifications stated above, and ready for use. The District will start its acceptance testing. At the end of the acceptance period, upon the District's written acceptance, operations control becomes the responsibility of the District. This constitutes Date of Acceptance.

- 1.6.3 Contract Duration Pricing.** During the contract term the successful vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the vendor be allowed to raise cost above the stated contract price.
- 1.6.4 Reimbursement of Liquidated Damages.** If the vendor fails to provide a complete and operational system by the specified or otherwise agreed-upon date of completion, the District will receive reimbursement for liquidated damages of \$250 per calendar day until such is provided.
- 1.6.5 Installation.** Prior to installation of equipment or service, approval of installation plan shall be obtained from the District.
- 1.6.6 Status of Responses.** The District reserves the right to accept or reject any or all responses and waive formalities or irregularities in the process. A response once submitted shall be deemed final and binding on the vendor, and shall constitute an option with the District to enter into a contract upon the terms set forth in the response.
- 1.6.7 Incurring Costs.** The District is not liable for any costs incurred in replying to the RFP.
- 1.6.8 Permission to Proceed.** The vendor must obtain the District's permission before proceeding with any work necessitating cutting through any part of any District building structure.
- 1.6.9 Payment Schedule.** Vendor shall invoice the District for any one time installation costs after the service has been installed and accepted.
- 1.6.10 Insurance.** The successful vendor must purchase and maintain insurance to protect the vendor from claims set forth in the following paragraphs that may result from the vendor's operations under the contract, whether the operations be by the vendor, by a subcontractor or by anyone employed by either.

The vendor shall be responsible for all losses that fall under any deductibles on required insurance coverage. If subcontractors are employed, the vendor shall procure and maintain any bodily injury and property damage liability insurance for and on behalf of the vendor for claims and on behalf of the vendor for claims and damages resulting from acts of subcontractors in the same amounts as required for claims and damages resulting from acts of the vendor.

The vendor agrees to indemnify and render the District harmless for any and all claims, demands, damages, actions, or causes of action, to arise against the District by reason of the vendor's performance of the contract. The school district shall be named as an additional insured on the required liability policy. Such insurance shall be acquired for and on behalf of the vendor in pro-

protecting the vendor from claims for damages for bodily injuries, including sickness or disease, death, and for care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations by the vendor or any directly or indirectly employed by the vendor. A vendor shall be required, as a minimum, to carry the following insurance coverage and types:

- a. *Commercial General Liability:* Coverage shall have minimum limits of \$1,000,000 each occurrence and \$1,000,000 aggregate combined single limit for bodily injury and \$1,000,000 aggregate combined single limit for bodily injury liability and property damage liability. This shall include premises and operations, independent contractors, products and complete operations, contractual liability, and personal injury liability.
- b. *Business and Auto Liability:* Coverage shall have minimum limits of \$1,000,000 per accident for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- c. *Property Insurance:* Coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around facilities. The coverage also must include off site and in transit exposures.
- d. *Worker's Compensations:*
  - \*State: Statutory
  - \*Applicable Federal: Statutory
  - \*Employer's Liability: \$100,000 per accident  
\$500,000 Decease, Policy Limit  
\$100,000 Decease, Each Employee

**1.6.11 Independent Contractors.** The vendor and his employees shall **not** be considered employees of the District while engaged in the performance of any work of the District while engaged in the performance of any work or services required herein, and shall be Independent Contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

**1.6.12 Other Required Contract Terms.** The following other contract terms shall apply.

1.6.12.1 *Indemnifications:* Any and all claims that arise or may arise against the vendor or its agents, servants, or employees as a consequence of any act or omission on the part of the vendor or its agents, servants, or employees while engaged in the performance of this contract shall in no way be the obligation or responsibility of the District. The vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the vendor's obligations pursuant to this contract.

The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

1.6.12.2 *Default:*

- a. *Force Majeure:* Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have

been foreseen and reasonable action could have been taken to prevent the delay or failure:

- \* Fire
- \* Flood
- \* Epidemic
- \* Strikes
- \* Wars
- \* Acts of God
- \* Unusually severe weather
- \* Acts of public authorities
- \* Delays or defaults caused by public carriers

Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.

- b. *Inability to Perform:* The vendor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the system or service purchased by the District. The vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a notification or cancellation of the contract.
- c. *Duties to Mitigate:* Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder.

1.6.12.3 *Nondiscrimination:* During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status or public assistance status. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination.

1.6.12.4 *Access to Records/Audit:* Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

1.6.12.5 *Safety:* The vendor will comply with all State and Federal laws as they relate to employee safety, i.e., AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, Lock-Out Tag-Out, etc.

1.6.12.6 *Tobacco:* No person may smoke or use a tobacco product (1) in any building or upon any grounds owned or leased and occupied by the District, or (2) in any location or facility during any school or District-sponsored education program, activity, or event, regardless of the location of such activity or event. The term "smoke" shall include smoking a cigarette, cigar, or pipe, or carrying a lighted cigarette, cigar, or pipe. The term "use a tobacco product" shall include chewing of tobacco or snuff or the consumption of any other tobacco product.

## SECTION 11-SERVICE REQUIREMENTS AND SPECIFICATIONS

### 2.1 Services Requested

Edina School District is requesting vendors respond to the following services:

- Internet Service-This includes internet transport, internet service, internet 2 access, BGP routing capabilities, and any associated facilities needed (e.g. DNS, IP addresses, routing etc.) to use the service.

The District plans to contract services for a three year period with the option to extend it for two additional one year time periods.

#### 2.1.1 Internet Service

- A. Vendors are requested to provide the following service:
- A. A resilient 10 gigabit transport link to the vendor's internet point of presence. The District currently has the following 2 Fiber Connection Points that can be used to facilitate the connection
    - a. Fiber at the LOGIS facility at 5750 Golden Valley, MN.
    - b. Fiber at Shakopee facility.
  - B. Internet service starting at 2 gigabit with preferred pricing for 3 gigabit. Please include cost for increase up to 10 gigabit in increments of 1 gigabit during the term of the agreement.
  - C. Technical points for U of MN Interconnectivity. Leveraging the existing fiber connection points listed above interconnect with 511 11th Avenue South Minneapolis, MN 55415 .
  - D. Ability to use our /24 block of ip addresses the district has assigned from ARIN.
  - E. Any equipment needed to deliver the service. The vendor shall be responsible to maintain such equipment.
  - F. Ability to provide DNS and associated services needed to access the internet.
  - G. Ability to provide a resilient Internet connectivity that mitigates any potential service disruption due to cut lines
  - H. Ability to utilize multihomed BGP routing capabilities to 2 different data centers outlined above.
  - I. Access to usage report using a web interface
  - J. Vendors should in their response include the following:
    - a. A Service Level Agreement for Uptime and quality of service. SLA should include any financial ramifications for not meeting agreed upon metrics.
    - b. A description of their plan as to how they propose to cutover service with minimal impact
    - c. Sample of one month's bill
    - d. Minimum of three customer references with phone and email contact information and a brief description of services installed and supported.
  - K. Information as requested below:
    - a. Do you use an upstream internet provider to deliver the service? If so, please provide their names. A description of your network with information about network performance and configuration objectives and achievement (e.g. end-to-end packet delays, over subscription, redundancy, etc.)
    - b. A sample printout of usage report available online
    - c. Cost as requested in Attachment B. Cost should include all federal, state and local fees and surcharges include any interconnection and account fees charged by the vendor.

#### 2.1.2 Alternates

No alternate is being requested.

### **SECTION III-COST INFORMATION**

#### Cost Information

Use Attachments B to supply the cost information. Please note that the District is sales tax exempt. Vendors must list any assumptions used in the development of the cost information.

**SECTION IV-ATTACHMENTS**  
**ATTACHMENT B INTERNET SERVICES**

Please include any one time cost to establish internet service and any associated services. Monthly cost should assume a three year contract with option for two additional one year commitments..

Item	One Time	Monthly Two-Year	Monthly Three-Year
10 Gigabit Internet Transport with			
2 Gigabit Internet			
3 Gigabit Internet			
4 Gigabit Internet			
5 Gigabit Internet			
6 Gigabit Internet			
10 Gigabit Internet			
512 Public IP Addresses			
Interconnection to U of MN			
Other Costs (Please List)			

NOTE: Assume a three year contract term.

ATTACHMENT D-AFFIDAVIT OF NON-COLLUSION FORM  
EDINA SCHOOL DISTRICT RFP FOR INTERNET SERVICES

I hereby swear (or affirm) under the penalty of perjury:

- (1) That I am the responder (if responder is an individual), partner in the response (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
- (2) That the attached response has been arrived at by the responder independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common source of action with any other vendor of materials, supplies, equipment, or services described in request for proposal designed to limit independent proposal or competition;
- (3) That the contents of the response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the response, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit:

SUBMITTED BY:

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2016

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

Commission Expires \_\_\_\_\_

ATTACHMENT E-

**STATEMENT OF AFFIRMATIVE ACTION FOR EQUAL OPPORTUNITY EMPLOYMENT**

Being a duly authorized agent of the firm, I do hereby certify that \_\_\_\_\_ is actively participating in an affirmative action program. No person, on the basis of race, color, creed, religion, national origin, sex, age, marital status, or status with regard to public assistance, is excluded from full employment rights or otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable Federal and State laws against discrimination, including the Civil Rights Act of 1964 and Minnesota Statute 363.

It is also agreed that, upon request, Edina Public School District 273 will be furnished all necessary information and reports to support compliance with such laws.

Signed \_\_\_\_\_

Typed Name \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_

My commission expires \_\_\_\_\_