



## **REQUEST FOR PROPOSALS**

**Solicitation No: 21-0018**

**For the Provision of**

**Leased Dark Fiber**

RFP Closing (Due Date & Time):  
**March 9, 2022 at 2:00 PM Pacific Time**

Issued by:  
**Beaverton School District  
48J 16550 SW Merlo Road  
Beaverton, Oregon 97003  
February 9, 2022**

## **REQUEST FOR PROPOSAL (RFP)**

Solicitation No: RFP 21-0018

### **Summary**

The purpose of this Request for Proposals (Solicitation) is to obtain competitive Proposals from qualified Proposers interested in the provision of Leased Dark Fiber.

No pre-proposal conference will be held for this solicitation.

Interested Proposers must submit a Proposal pursuant to the provisions of this Solicitation to the Purchasing Manager at the District Administration Center only via email to:

[contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) **NOT LATER THAN:**

**SOLICITATION DUE DATE AND TIME (CLOSING):**

**March 9, 2022 at 2:00 PM Pacific Time**

No public opening will occur. Proposals will be opened and recorded. The number of Proposals received, the identity of Proposers, or the contents of any proposal will not be disclosed to the public until all proposals have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

**Proposers are solely responsible for ensuring that the Beaverton School District receives its Proposal.**  
**LATE PROPOSALS WILL NOT BE ACCEPTED.**

Prospective Proposers must register with Oregon Buys - <https://oregonbuys.gov/bsol/> - to obtain the solicitation documents.

All questions and comments regarding this solicitation must be directed **ONLY IN WRITING** via email to: [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) with the text **"Question regarding BSD solicitation 21-0018" in the subject line of the email.**

**PROPOSALS MUST BE PURSUANT TO THE PROVISIONS OF THIS  
SOLICITATION.**

**THE DISTRICT MAY REJECT ANY PROPOSAL NOT IN COMPLIANCE WITH ALL PRESCRIBED  
REQUIREMENTS.**

## SECTION I – INTRODUCTION

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Leased Dark Fiber

### 1. **INTRODUCTION:**

This Solicitation is issued pursuant to ORS 279A, 279B, and 279C, and the Oregon Attorney General Model Rules Divisions 46, 47, and 49.

### 2. **DEFINITIONS:**

The term "District" or "Owner" throughout this document means the Beaverton School District (BSD). The term "Proposer" means the person or firm that submits a Proposal in response to this Solicitation. The term "Proposal" or "Offer" means a written response to provide Goods or Services in response to this Solicitation. "Closing" means the date and time specified in the Solicitation as the deadline for submitting Proposals. "Contractor", "Supplier", or "Provider" means the firm awarded a Contract as a result of this Solicitation.

### 3. **SOLICITATION REVIEW:**

Proposers must carefully review the Solicitation documents and are responsible for knowing and understanding all terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by protest pursuant to QUESTIONS/CLARIFICATIONS/CHANGES AND SOLICITATION PROTEST in Section III, protests or appeals based on such defects, ambiguities, omissions or errors received after issuance of the Notice of Intent to Award (NOI) may not be favorably considered.

### 4. **BACKGROUND:**

- a. The Beaverton School District encompasses approximately 57 square miles in northwestern Oregon in Washington County. The District, located in the Portland, Oregon metro area, is the third largest School District in Oregon.
- b. The Beaverton School District has approximately 4,700 employees. The District is responsible for educating approximately 40,870 students in kindergarten through grade 12 at thirty-four (34) Elementary Schools, nine (9) Middle Schools, six (6) High Schools, five (5) Options Schools, and nineteen (19) Options Programs.
- c. Potential work is to be performed on an as needed basis, or as otherwise directed, at these sites and any future properties or interests of the District.

### 5. **SCOPE OF WORK:**

The purpose of this Request for Proposals (RFP) is to obtain competitive Offers from qualified Firms (Proposers) interested in the provision of Leased Dark Fiber between identified Beaverton School District (District) locations.

### 6. **CONTRACT:**

The successful Proposer, selected by the District, will receive a Master Price Agreement. A sample is enclosed herein (see SECTION V - ATTACHMENTS).

- a. Proposers are advised to thoroughly review and familiarize themselves with the standard contract. Certain contract terms reflect state statute and may not be altered.
- b. The Contractor will be expected to promptly sign a contract including all standard terms and conditions contained in the sample contract. The District will execute the Contract only after it has obtained all applicable required documents and approvals.

Individual Project Work Authorizations (PWAs) will be issued by the District as needed.

### 7. **AMENDMENTS:**

The District may amend a Contract without additional competition pursuant to OAR 137-047-0800.

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**8. CONTRACT PERIOD/EXTENSION:**

- a. The selected Proposer will be issued a Contract effective upon full execution.
- b. Should the District elect to extend the Contract for a series of or an additional one (1) year term(s), the District will send correspondence to the Contractor on or about two (2) months prior to Contract End Date for each consecutive contract period.
- c. The Supplier's Pricing and Rates must remain firm through June 30 of each contract period.

**9. CONTRACT ADMINISTRATOR:**

The Contract Administrator for this Master Price Agreement will be the Purchasing Manager, or designee.

**10. DISTRICT REPRESENTATIVE:**

The District Representative for the project is the Administrator for Technology Services, or designee.

**11. SOLICITATION SCHEDULE:**

The milestones for the selection process are set forth below. The dates are specific and will be followed to the extent reasonably possible. The purpose of this schedule is for Proposer information only. The District reserves the right to deviate from this schedule.

**Solicitation Milestone**

Deadline for Questions

No Cardinal Clarifications/Changes after

Submit Proposals

**Completion Date**

February 25, 2022

March 3, 2022

March 9, 2022

**12. CONTACT DURING SOLICITATION:**

Questions must be submitted in writing via email to [contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us) as indicated on the Summary page of this Solicitation. No other contact regarding this solicitation during the solicitation process is permitted. Unauthorized contact regarding this solicitation may subject the offender's Proposal to rejection.

## SECTION II – STATEMENT OF WORK

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### 1. **PURPOSE AND INTRODUCTION:**

The purpose of this Solicitation is to obtain competitive Offers from qualified Firms (Proposers) interested in the provision of Leased Dark Fiber between identified Beaverton School District (District) locations.

Each connection will be evaluated individually, and as a whole to determine best configuration and pricing. Each connection may be awarded or not awarded individually. More than one service provider may be selected.

### 2. **NARRATIVES ON PREFERRED NETWORK DESIGN AND PERFORMANCE:**

This section is for informational purposes that Proposers may find helpful.

#### Narrative on Network Architecture:

See SECTION V – ATTACHMENTS for a hypothetical design.

#### Narrative on Leased Dark Fiber option:

- a. Preference for a multiple-hub design, where each proposed network segment terminates at two different hub sites. Note that different network segments may terminate at different hub sites. As a general rule of thumb, we assume that shorter fiber paths are less expensive, and as such, leveraging all of the widely distributed existing hub sites may yield a lowest cost of ownership solution.
  - A full-mesh design with each site directly connected to two hubs is preferred
  - Two fibers (one pair) per network segment is the minimum, more than two fiber is preferred.
  - Locations may be “daisy chained” using two or more fibers, with limitations on the total distance and number of hops in the chain. In this scenario, BSD will create a full-mesh design using BiDi and/or DWDM.
- b. Preference for minimum length shared-path laterals. Physically diverse building entrances and lateral paths are ideal, but not required.
- c. Preference for designs that mitigate existing long, single path laterals
- d. BSD plans on lighting dark fiber with a combination of 10G/40G/100G optics (1310nm) and/or DWDM optics (1550nm).
- e. Dark fiber designs in particular offer the capacity to interconnect with the existing High School Fiber ring operated by BSD. In the spirit of partnerships and improving the reliability of K12 educational networks as a whole, vendors are encouraged to propose designs that include an option that includes network segments that terminate at the Optional Hub Sites – especially if it results in a lower total cost of ownership.

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Connections for Leased Dark Fiber detailed as follows:

Cedar Park	11100 SW Park Way	Portland	97225
Kinnaman Elementary	4205 SW 193 <sup>rd</sup> Ave	Aloha	97078
Five Oaks	1600 NW 173 <sup>rd</sup> Ave	Beaverton	97006
Mountain View Middle	17500 SW Farmington Rd	Beaverton	9+7007
Meadow Park	14100 Downing St	Beaverton	97006
Aloha Huber Park	5000 SW 173 <sup>rd</sup> Ave	Beaverton	97078
Stoller	14141 NW Laidlaw	Portland	97229
Tumwater	650 NW 118 <sup>th</sup> Ave	Portland	97229
Elmonica Elementary	16950 Lisa Ct.	Beaverton	97006
Summit	1260 NW Waterhouse Rd	Beaverton	97006
McKinley Elementary	1500 NW 185 <sup>th</sup> Ave	Beaverton	97006
Bethany Elementary	3305 NW 174 <sup>th</sup> Ave	Beaverton	97006
Springville Elementary	6655 NW Joss Ave	Portland	97229
Sato Elementary	7775 NW Kaiser Rd	Portland	97229
Findley Elementary	4155 NW Saltzman Rd	Portland	97229
Terra Linda Elementary	1998 NW 143 <sup>rd</sup> Ave	Portland	97229
Bonny Slope Elementary	117775 NW McDaniel Rd	Portland	97229
Cedar Mill Elementary	10265 NW Cornell Rd	Portland	97229
West Tualatin View Elem.	8800 SW Leahy Rd.	Portland	97229
Ridgewood Elementary	10100 SW Inglewood	Portland	97225
Arts and Communications	11375 SW Center St.	Beaverton	97005
William Walker Elementary	2350 SW Cedar Hills Blvd	Beaverton	97005
Barnes Elementary	13730 SW Walker Rd	Beaverton	97005

Sites listed above that can be used as new Hub Sites

William Walker Elementary	2350 SW Cedar Hills Blvd	Beaverton	97005
Tumwater	650 NW 118 <sup>th</sup> Ave	Portland	97229
Arts and Communications	11375 SW Center St.	Beaverton	97005
Sato Elementary	7775 NW Kaiser Rd	Portland	97229
Summit	1260 NW Waterhouse Rd	Beaverton	97006

Current Hub Sites on Establishing

Sunset High School	13840 NW Cornell Rd	Portland	97229
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Westview High School	4200 NW 185 <sup>th</sup> Ave	Portland	97229
BASE	10740 NE Walker Rd	Hillsboro	97006
Merlo Admin	16550 Merlo Rd.	Beaverton	97003
International School	17770 SW Blanton St	Beaverton	97078
Aloha High School	18550 SW Kinnaman Rd	Beaverton	97078
Mountainside High School	12500 SW 175 <sup>th</sup> Ave	Beaverton	97007
Southridge High School	9625 SW 125 <sup>th</sup> Ave	Beaverton	97008
Beaverton High School	13000 SW Second St	Beaverton	97005

f. Requirements:

- Proposer must provide a valid SPIN number in their Proposal, or a copy of their FCC (Federal Communications Commission) Form 498 that has already been submitted to Universal Service Administration Company (USAC). (See <https://www.usac.org/sl/tools/forms/default.aspx> for more information.)
- Proposers that intend to provide telecommunications services (as opposed to solely proposing to provide equipment, monitoring/management services, or configuration/implementation services), must be recognized by USAC as a telecommunications common carrier. Proposer must also provide the company's Federal Communications Commission Registration Number (FCCRN) in its Proposal. For more information, please visit: <https://apps.fcc.gov/cores/userLogin.do>.
- Each Proposer also must certify that it is in good standing and not subject to "Red Light Status" with the FCC.
- Proposers must demonstrate the capacity to meet the network build requirements through client references, prior work, and financial documentation.

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### g. Cabling and Construction:

- **Inside Building Cable Routing:**

- Intra-building cable routing shall be performed in accordance with all applicable local building codes. When required, the Service Provider must plan a splice point at the building entrance to transition from outdoor cable to indoor cable, or enclose the outdoor cable in metallic conduit or covered metal raceway.

- **Cable Slack for Repair or Relocation:**

- A small amount of slack cable (15 – 20 feet) must be neatly stored in each Main Distribution Frame (MDF) in the event that a cable repair or relocation is required.

- **Site Make Ready Work:**

- Any trenching and conduit placement from the street to the building entrance point must include all necessary pavement and ground repair. All pavement and other grounds must be returned to its original condition. All installation of cabling, pathways, etc. must be to BICSI specification and the design specifications of the District.

### h. LEASED DARK FIBER:

- **Contract and Price Requirements:**

- Proposals must include pricing for the following contract periods:
  - Five (5) years **initial term** with five (5) one-year annual renewals.
  - Ten (10) years initial term with five (5) one-year annual renewals.
  - Twenty years (20) initial and full term.
- Proposals must include:
  - Monthly Recurring Costs (MRC) related to the circuit or fiber lease, including but not limited to taxes, maintenance, support, and any other recurring fees.
  - Non-Recurring installation Costs (NRC).
  - Special Construction Costs
- The District prefers minimal or no non-recurring installation costs.
- Provider must be willing to add additional sites as requested by the District using the same Proposed pricing without extending the Contract Period as detailed above.
- Provider must be willing to increase bandwidth/fiber count as requested by the District to existing sites without extending the Contract Period as detailed above.
- Within the scope of this solicitation, Service Provider must not prohibit, restrict, discriminate, or charge differently by user, content, website, platform, application, type of attached equipment, or method of communication.

- **Fiber Requirements**

- Fiber/Cable Type
  - Preference for non-dispersion compensated fibers consistently throughout the network.
  - Service Providers must identify the fiber type they use in their response and provide specifications for the fiber and cable.
  - The District anticipates lighting the Service Provider's fiber with a combination of 10GBASE G.694.1 100Ghz DWDM, 10GBASE Bi-Directional, 40GBASE and/or 100GBASE optical modules with LC/UPC connectors.
  - Preference for SC/UPC patch panels



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- **Fiber Testing**
  - Insertion loss testing measuring end-to-end attenuation (including all fiber, splices, and connectors) shall be conducted on all the fiber links. Insertion loss testing shall be done in both directions at the operating wavelengths of 1310 nm and 1550 nm. The double-ended loss test methodology shall be used.
  - The Service Provider must record all optical power measurements to the nearest tenth of a unit of measure (to one significant digit in the decimal place, i.e., -3.2 dB).
  - Test results must be permanently recorded and presented in both hardcopy and computer- readable format to the District for review. Any fiber link failing to meet the Link Loss Budget standards will be repaired or removed and replaced at no cost to the District with an installation that proves through testing to meet the standards.
  - The Fiber Network will not be accepted until all fibers meet the appropriate standards.
  - The Service Provider is required to provide documentation of their fiber testing procedures, including referencing procedures for fiber optic testing, prior to testing. This document must list equipment to be used (manufacturer and model number) and the date when it was last calibrated. All test equipment used must have been factory calibrated, or by an approved calibration service provider, within the past two (2) years.
- **Design Requirements:**
  - Preference for lowest-cost and geographically diverse fiber paths.
  - Proposers must provide fiber path route maps detailing the cable routes for the proposed fiber links.
  - Proposers may propose alternate architectures that meet the objectives of low total cost of ownership, fault resilience, and capacity.
  - **Link Loss Budget**
    - Preference for link loss of 4 dB or less as measured using a double-ended loss test at 1310 nm
    - Preference that link loss does not exceed 12 dB as measured using a double-ended loss test at 1310 nm
    - Proposers must identify in their proposal any links where the estimated link loss is expected to exceed 12 dB. The estimated link loss must be indicated for any exception.
- **Service Level Requirements:**
  - Preference that services are available with at least 99.99 percent reliability.
  - Preference for Mean Time To Restore of four (4) hours or less.
  - The data access and transport provider must be willing to agree to Service Level Agreements (SLAs) with financial penalties for service outages, lack of availability of the contracted service capacity, and any failure to meet quality of service specifications for Link Loss Budget.
  - Provide Build Out Schedule. Service Provider must meet E-Rate established timelines for construction completion, and lighting service where applicable.

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### 13. **ADDITIONAL REQUIREMENTS:**

- a. **Background Checks.** All personnel on-site will be required to be badged and must be subject to a background check per District Standards. See sample Contract attached to this Solicitation.
- b. Contractor must employ only persons duly licensed by the State of Oregon to perform the Work required under this Contract for which applicable Oregon Law requires a license.

## SECTION III – INSTRUCTIONS TO PROPOSERS

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### 1. SELECTION PROCEDURE:

The District intends to procure the Services described herein using the Informal Selection Procedure pursuant to OAR 137-048-0210. Should circumstances require, the District may use this RFP to procure the Services using the Formal Selection Procedure pursuant to OAR 137-048-0220.

### 2. PRE-PROPOSAL CONFERENCE:

- a. Purpose. The pre-proposal conference is conducted with potential Proposers present to explain and discuss the Solicitation requirements.
- b. Required Attendance. If the District pre-proposal conference is mandatory (as indicated on the Summary Page), a proposal submitted by a Proposer who did not attend the mandatory pre-proposal conference will be rejected.
- c. Statements Not Binding. Statements made by the District's representative at the pre-proposal conference do not change the Solicitation Document unless the District confirms such statements with a written Addendum.

### 3. SOLICITATION PROTEST AND REQUEST FOR CHANGE:

Proposers may submit a written protest of anything contained in this Solicitation and may request a change to any provision, specification or Contract term contained in the Solicitation, no later than seven (7) calendar days prior to the date Proposals are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the Solicitation provisions, specifications or Contract terms. The District will not consider any protest or request for change that is submitted after the submission deadline. Protest shall be delivered to the Purchasing Manager by email ([contracts@beaverton.k12.or.us](mailto:contracts@beaverton.k12.or.us)). Any changes to the Solicitation will be made and issued via an Addendum pursuant to Paragraph 6 in this section.

### 4. AWARD SELECTION PROTEST:

Proposers may Protest Consultant Selection.

- a. **Single Award.** In the event of an award to a single Consultant, the District shall provide to all Proposers a copy of the selection notice that the District sent to the highest scoring Proposer. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest scoring Proposer may submit a written protest of the selection to the District no later than seven (7) calendar days after the date of the Notice of Intent to Award a Contract. Only a Proposer who is in a position to be awarded a contract if their Protest is successful may submit a Protest. A Proposer submitting a protest must demonstrate that the protesting Proposer is the highest scoring Proposer because the Proposal of the highest scoring Proposer failed to meet the requirements of the Solicitation, or because the highest scoring Proposer is not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in the Solicitation.
- b. **Multiple Award.** In the event of an award to more than one Consultant, the District shall provide to all Proposers copies of the selection notices that the District sent to the highest scoring Proposers. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest scoring Proposers may submit a written protest of the selection to the District no later than 12:00 noon seven (7) calendar days after the date of the selection notices. A Proposer submitting a protest must establish and support a claim that the protesting Proposer is one of the highest scoring Proposers because the Proposals of all higher scoring Proposers failed to meet the requirements of the Solicitation, or because a sufficient number of Proposals of higher scoring Proposers failed to meet the requirements of the Solicitation. In the alternative, a Proposer submitting a protest must claim that the Proposals of all higher scoring Proposers, or a sufficient number of higher scoring Proposers are not qualified to perform the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services or Related Services described in

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the Solicitation.

- c. Effect of Protest Submission Deadline. The District will not consider any protest that is submitted after the submission deadline.
- d. Resolution of Protests. The Purchasing Manager shall resolve all timely submitted protests within a reasonable time following the District's receipt of the protest and once resolved, shall promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the Solicitation or a change in the Notice of Intent to Award, the District shall revise the Solicitation or the Notice of Intent to Award accordingly and shall issue an addendum in accordance with these rules. If the protest results in a change that effects the Solicitation beyond the ability to issue an addendum to correct the issues raised in the protest, the District may cancel the Solicitation and re-advertise after correction of the issue(s).

#### **5. SOLICITATION CANCELLATION:**

The District may cancel, delay or suspend a solicitation, or reject all Proposals, if the District believes it is in the public interest to do so. In the event of any such cancellation, delay, suspension or rejection, the District is not liable to any Proposer for any loss or expense caused by or resulting from any such cancellation, delay, suspension or rejection. Proposers responding to solicitations are responsible for all costs they may incur in connection with submitting Proposals.

#### **6. ADDENDA:**

- a. Issuance; Receipt. The District may change this Solicitation only by Written Addenda. A Proposer must provide written acknowledgement of receipt of all issued Addenda in the space provided on the Proposer Certification Form (Attachment A).
- b. Notice and Distribution. The District will post any and all Addenda via the Oregon Buys website.
- c. It is the Proposers' responsibility to inquire about Addenda; Proposers should frequently check the Oregon Buys website until the Solicitation Closing (due date and time) about any Addenda issued.
- d. Timelines; Extensions. The District shall issue Addenda within a reasonable time to allow prospective Proposers to consider the Addenda in preparing their Proposal. The District may extend the Closing if the District determines prospective Proposers need additional time to review and respond to Addenda.

#### **7. ADDITIONAL REQUIREMENTS:**

- a. The District reserves the right to seek clarifications of submitted Proposals, which may or may not affect the evaluation scoring;
- b. The District reserves the right to negotiate a final Contract that is in the best interest of the District;
- c. The District reserves the right to reject any or all Proposals and the right to cancel the Solicitation at any time if doing either would be in the public interest as determined by the District;
- d. Proposers responding to this Solicitation do so solely at their expense, and the District is not responsible for any Proposer expenses associated with the Solicitation;
- e. Failure of the District to insist on strict performance of any one provision of this solicitation or the resulting contract, shall not constitute a waiver of any/all of the provisions of this Solicitation or resulting Contract, or waiver of any other default of the Proposer.

#### **8. RECEIPT, OPENING, AND RECORDING OF PROPOSALS:**

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- a. The District shall electronically open each Proposal received at the stated date and time of Closing. This will not constitute a public bid opening, but the District will post a list of all proposals received by the end of the next business day after the Closing. The District shall not be responsible for a Proposal that is not properly addressed and/or identified.

#### 9. TIES AMONG PROPOSERS:

- a. If the District is selecting a Consultant on the basis of qualifications alone and determines after the scoring of Proposers that two or more Proposers are equally qualified, the District may select a candidate through any process that the District believes will result in the best value for the District taking into account the scope, complexity and nature of the Architectural, Engineering, Photogrammetric Mapping, Transportation Planning or Land Surveying Services. However, the tie breaking process established by the District under this section cannot be based on the Proposer's pricing policies, pricing proposals or other pricing information, including the number of hours proposed for the services required, expenses, hourly rates and overhead. The process must be designed to instill public confidence through ethical and fair dealing, honesty and good faith on the part of the District and Proposers and shall protect the integrity of the Public Contracting process. Once a tie is broken, the District and the selected Proposer shall proceed with negotiations under OAR 137-048-0210(5) or 137-048-0220(4)(d), as applicable.
- b. If the District is selecting a Consultant on the basis of price alone, or on the basis of price and qualifications, and determines after the scoring of Proposers that two or more Proposers are identical in terms of price or are identical in terms of price and qualifications, then the District shall follow the procedure set forth in OAR 137-046-0300, (Preferences for Oregon Goods and Services), to select the Consultant.

#### 10. NOTICE OF INTENT TO AWARD:

The District shall provide a written Notice of Intent to Award (NOI) to all Proposers at least SEVEN (7) calendar days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The District's Award must not be final until the latter of the following: The District determines that the contract must be executed as quickly as possible, not less than SEVEN (7) calendar days after the date of the NOI, or until the District provides written response to all timely filed protests denying the protest(s) and affirming the Award.

#### 11. CONFIDENTIALITY OF PROPOSALS:

- a. **REDACTION FOR PUBLIC RECORDS:** Any portion of a Proposal that the Proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2), ORS 192.502(4) and/or ORS 646.461 et seq. **Proposers are required to submit a redacted copy of their Proposal and all attachments if redactions are being requested.** "Redaction" means the careful editing of a document to obscure confidential references; a revised or edited document thereby obscuring the exempt information but otherwise leaving the formatted document fully intact. **The redacted copy must be a complete copy of the submitted Proposal, in which all information the Proposer deems to be exempt from public disclosure has been identified.**
- b. When preparing a redaction of your Proposal submission, a Proposer must plainly mark the redactions by obscuring the specific areas your firm asserts are exempt from public disclosure. In addition, a summary page identifying the pages where redactions occur shall be included with the Proposal submission (summary is not included in page limitations). **If a Proposer fails to submit a redacted copy of their Proposal as required, the District may release the Proposer's original Proposal without redaction.** If the entire proposal is marked as constituting a "trade secret" or being "confidential", at the District's sole discretion, such a Proposal may be rejected as non-responsive.
- c. Unless expressly provided otherwise in this RFP or in a separate written communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a Proposer unless the

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information is otherwise exempt under Oregon law. The District agrees not to disclose Proposals until the District has completed its evaluation of all Proposals and publicly announces the results.

## SECTION IV-A – RESPONSE AND EVALUATION

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### 1. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a Proposal in response to this Solicitation. The purpose of this format is to ensure uniformity of the information from each Proposer and to aid in clear understanding and evaluation of each Proposal. Failure to provide any information requested in this Solicitation may result in rejection of the Proposal.

### 2. PROPOSAL FORMAT:

A Proposer's submitted Proposal:

- a. Must include ONE (1) original complete proposal containing all required elements of a complete proposal.
- b. The submitted proposal must be in editable MS Word or Adobe PDF format.
- c. Pricing information must be submitted with the original proposal but IN A SEPARATE DOCUMENT which the District can evaluate as a separate evaluation criteria outside of the evaluation of all other evaluation criteria.
- d. There is no page limit for proposals, but the District encourages brevity.

### 3. PROPOSAL CONTENT REQUIREMENTS:

Proposers must provide a reply to each of the following items. The Proposer Certification Form (see Attachments) must be completed and submitted as the cover of the Proposer's response. Proposers are cautioned to provide in their Proposals, in a brief and concise manner, as much detail as possible pertaining to their capabilities and experience in providing the services requested in this Solicitation. Do not assume the District has any prior knowledge of the Proposer.

Proposers must present a Proposal containing the specific information requested and submit all attachments as required, in the order listed below:

- a. **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS:** See SECTION V – ATTACHMENTS, PROPOSAL SUBMISSION CHECKLIST.

#### b. DETAILED PROPOSAL CONTENT REQUIREMENTS FOR SERVICES:

##### i. INSURANCE REQUIREMENT.

- A. Provide a statement of agreement to the insurance clause in the sample Master Price Agreement (see SECTION V – ATTACHMENTS).

##### ii. LEASED DARK FIBER REQUIREMENTS.

- A. Describe in detail how Proposer will provide Leased Dark Fiber. Address each applicable item in SECTION II – STATEMENT OF WORK for each service Proposer is proposing for. Focus on the Proposer's ability to perform all of the required tasks.

##### iii. SERVICE LEVEL AGREEMENT, MEAN TIME TO RESTORE, BUILD OUT.

- A. Describe in detail how Proposer will meet the requirements for Service Level Agreements, Mean Time to Restore, and Build Out. Specifically address each applicable item in SECTION II – STATEMENT OF WORK for each service Proposer is proposing for.

## SECTION IV-A – RESPONSE AND EVALUATION

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- B. Provide a brief narrative of the Proposer's history and capabilities.
- C. Provide a brief narrative of the proposed staffing approach for the District's account.

### iv. REFERENCES.

- A. Provide five (5) professional references from projects similar to the scope of this Solicitation, and from accounts of similar size and complexity. K-12 school district references of similar size to the District are preferred. Use of the provided Proposer Reference Form (see SECTION V – ATTACHMENTS) is required.
  - 1. Provide the name, telephone number, and email address of the client for each of these five (5) references. These contacts will be used by the District for reference checks.

### v. PRICE SCHEDULE.

- A. Use of the provided Price Schedule (see SECTION V – ATTACHMENTS), is required. Additional notes may be made at the bottom of the schedule by the Proposer if necessary.
- B. Pricing will be compared among all responsive Proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores must be weighted against the lowest price proposal (Lowest price scores the highest. All other higher priced proposals are weighted against the lowest priced proposal).

## c. **DETAILED PROPOSAL CONTENT REQUIREMENTS FOR EQUIPMENT:**

### vi. INSURANCE REQUIREMENT.

- A. Provide a statement of agreement to the insurance clause in the sample Master Price Agreement (see SECTION V – ATTACHMENTS).

### vii. ROUTER, SWITCH SPECIFICATION REQUIREMENTS.

- A. Describe in detail how Proposer's Router and/or Switch equipment meets the specifications detailed in SECTION II – STATEMENT OF WORK for each proposed equipment item.

### viii. PRICE SCHEDULE.

- A. Use of the provided Price Schedule (see SECTION V – ATTACHMENTS), is required. Proposers must also attach equipment specification sheets for each Proposed equipment item. Additional notes may be made at the bottom of the schedule by the Proposer if necessary.
- B. Pricing will be compared among all responsive Proposals submitted. The lowest overall priced proposal will receive the full points available. All other proposal pricing scores will be weighted against the lowest price proposal.

## 4. **EVALUATION CRITERIA:**

The District will score each Proposal by reviewing and evaluating the Proposal content requirements outlined above. The following table indicates how the total points in the scoring will be assigned by the required Proposal item. Failure to meet minimum requirements for any individual item may disqualify the Proposal regardless of the total points scored for the other items. Each item will be evaluated as follows:



## SECTION IV-A – RESPONSE AND EVALUATION

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EVALUATION CRITERIA MATRIX		Maximum Points Possible
DETAILED PROPOSAL CONTENT REQUIREMENTS FOR SERVICES		
i.	Insurance Requirement	Pass / Fail
ii.	Quality of Connection	30
iii.	Service Level Agreement, Recovery Time Objective, Build Out	20
iv.	References – as supplied by the Proposer and verified prior to evaluation at District discretion.	10
v.	Price Schedule	40
SERVICES TOTAL		100

### 5. PROPOSAL EVALUATION:

- a. **RESPONSIVENESS AND RESPONSIBILITY:** The District will utilize the following objective factors to determine if Proposals are Responsive and Proposers are Responsible:
  - i. **RESPONSIBILITY OF PROPOSER (OAR 137-047-0500).** Before awarding a Contract, the District shall determine that the Proposer submitting the most Advantageous Proposal is Responsible. The District shall use the standards set forth in ORS 279B.110 and OAR 137-047-0640(1)(c)(F) to determine if a Proposer is Responsible. In the event the District determines a Proposer is not Responsible, it shall prepare a written determination of non-Responsibility as required by ORS 279B.110 and shall reject the Proposal.
- b. **CONTINGENT PROPOSALS.** The Proposer must not make its Proposal contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.
- c. **NON- RESIDENT PROPOSERS.** In determining the most Advantageous Responsible Proposal, the District shall apply the reciprocal preference set forth in ORS 279A.120(2)(b) and OAR 137-046-0310.
- d. **IDENTICAL PROPOSALS.** When one or more Proposals are identical under OAR 137-046-0300, the District shall award a Contract in accordance with the procedures set forth in OAR 137-046-0300.
- e. **RECYCLED MATERIALS.** The District may give preference for Recycled Materials as set forth in ORS 279A.125 and OAR 137-046-0320.
- f. **CLARIFICATION OF PROPOSALS.** After Opening, the District may conduct Discussions with apparent Responsive Proposer(s) for the purpose of clarification and to assure full understanding of the Proposal.
- g. **NEGOTIATION.** The District may only conduct Discussions or Negotiate with Proposers. After Award of the Contract, the District may only modify an awarded Contract in accordance with OAR 137-047-0800.
- h. **OBJECTIVE CRITERIA.** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or lifecycle cost formulas.

## SECTION IV-A – RESPONSE AND EVALUATION

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- 6. EVALUATION COMMITTEE:** The Proposals will be evaluated by the Evaluation Committee consisting of not less than three (3) knowledgeable individuals (Evaluators) to review and score Proposals according to the evaluation criteria set forth in this Solicitation. The District may assign certain Evaluators to evaluate specific Proposal categories in keeping with the Evaluators' area of expertise. Working as a Committee or independently (at the discretion of the District) with copies of the written Proposals, the Evaluators will independently assign scores to each Proposal received in accordance with the evaluation criteria defined herein. Evaluators will utilize the criterion (as objectively as possible) to measure the merit of each Proposal received in accordance with the subjective evaluation criteria to determine which Proposals(s) will provide the District with the most advantageous and best overall value. The recommendations of this committee will be a consensus and will be final.

SECTION IV-B – PUBLIC WORKS  
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The following section applies only to Proposals that contain non-recurring construction installation costs.

**1. PUBLIC WORKS REQUIREMENTS:**

This solicitation may result in a Contract for a Public Work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq., if applicable). No Proposal will be received or considered by the District unless the Proposal contains a statement by the Proposer that the provisions of ORS 279C.800 to 279C.870 (prevailing wage rates paid to employees) or the Davis Bacon Act (40 U.S.C. 3141 et seq, if applicable) are to be complied with (see SECTION V – ATTACHMENTS, Proposer Certification).

**2. REGISTRATION REQUIREMENTS:**

Proposers must be currently registered with the Construction Contractors Board (CCB) as required by ORS 701.021, licensed by the State Landscape Contractors Board, as required by ORS 671.530, or licensed by the Department of Environmental Quality, as required by ORS 468A.710 (Air Quality) , if required, holding the proper registration for the work contemplated herein, at the time of Proposal submittal. All Subcontractors participating in the project must be similarly registered with the Construction Contractors Board, State Landscape Contractors Board or Department of Environmental Quality, as required, at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

**3. BOLI/PWR REQUIREMENTS.**

All contractors and subcontractors will abide by the latest determination of the minimum wage rates as scheduled and published for this region by the U.S. Department of Labor and the Oregon Bureau of Labor and Industries and will abide by all amendments, decisions, and related regulations of these agencies. Specifically:

- a. The Contractor is required to pay workers not less than prevailing wage rates for the Region #2 through the contract period.
- b. If the Contractor fails to pay for labor and services the District can pay and will withhold these amounts from payments to the Contractor. OAR 839-025-0020(2)(a).
- c. The Contractor is required to pay weekly, holiday (including weekends) and daily overtime as required. OAR 839-025-0020(2)(b).
- d. The existing 'prevailing rate of wage' as published by the Oregon Bureau of Labor and Industries are the Prevailing Wage Rates for Public Works Contracts in Oregon effective January 1, 2022. They may be found at the following website: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx), and are incorporated herein by this reference.

**4. BONDS: PERFORMANCE, PAYMENT AND PUBLIC WORKS.**

**a. Performance and Payment Bonds.**

- i. Pursuant to ORS 279C.380, the Contractor must furnish bonds covering the faithful performance of the Contract and payment of obligations arising there under. Bonds are to be obtained through a company that is authorized and licensed by the Oregon Insurance Commissioner. The bonding company must be listed on the most current US Government Treasury list, Department Circular 570 or approved PRIOR TO BID SUBMISSION by the District. The cost of the Bonds must be included in the Contract Sum. The amount of each Bond must be equal to 100 percent of the Contract Sum. Performance and Payment Bonds must be the AIA A312 or as approved by the District.
- ii. Bonds must be effective from the Contract date through the Final Completion of the Contract.
- iii. Failure to adhere to these requirements may be grounds for rejection of the Bid.

## SECTION IV-A – RESPONSE AND EVALUATION

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### **b. Public Works Bond.**

- i. Contractors who work on public works projects, subject to the PWR law, are required to file a \$30,000 Public Works Bond to be used exclusively for unpaid wages determined to be due by BOLI. Proof of this bond in effect must be provided to the District prior to Contract signing, after the award of this solicitation.
- ii. General Contractors are required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project.
- iii. ORS 279C.836 provides exemptions from the bond requirements for certified disadvantaged, minority, women, service-disabled veteran owned or emerging small business enterprises. It is the Contractor's responsibility to notify the District if an exemption applies to the Contractor.
- iv. The Public Works Bond must be furnished by a surety company authorized to do business in Oregon

- c. **Time for Submission.** The apparent successful Proposer must promptly furnish the required performance security upon the District's request. If the Proposer fails to furnish the security as requested, the District may reject the Bid and award the Contract to the Responsible Proposer with the next lowest Responsive Bid, and, at the District's discretion, the Proposer must forfeit its Bid Bond.

### **5. SUBSTITUTE CONTRACTOR.**

If the Contractor provided a performance bond, the District may afford the Contractor's surety the opportunity to provide a substitute Contractor to complete performance of the Contract. A substitute Contractor must perform all remaining contract Work and comply with all terms and conditions of the Contract, including the provisions of the performance bond and the payment bond. Such substitute performance does not involve the Award of a new Contract and will not be subject to the competitive procurement provisions of ORS Chapter 279C.

### **6. FOREIGN CONTRACTOR.**

If the Contract Price exceeds \$10,000 and the Contractor is a Foreign Contractor, the Contractor must promptly report to the Oregon Department of Revenue on forms provided by the Department of Revenue, the Contract Price, terms of payment, Contract duration and such other information as the Department of Revenue may require before final payment can be made on the Contract. A copy of the report must be forwarded to the District. The District will satisfy itself that the above requirements have been complied with before it issues final payment on the Contract.

### **7. CERTIFIED PAYROLL WITHHOLDING.**

- a. If a prime contractor does not file certified payroll as required (at least once per month), the District will withhold 25% of amounts due to the prime contractor, in addition to any other required Retainage.
- b. If a first-tier subcontract does not file certified payroll reports as required, the prime contractor must withhold 25% of amounts due the first-tier subcontractor.
- c. Once certified payroll reports are submitted, the District or prime contractor are to pay amounts withheld within 14 days.
- d. Neither the District nor the prime contractor is required to verify the accuracy of the contents of the certified payroll reports.

### **8. DRUG TESTING REQUIREMENT:**

ORS 279C.505(2) requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. Proposers are therefore required to certify that they have an employee drug-testing program in place that applies to all employees and will maintain a drug-testing program at all times during the performance of the awarded Contract. Failure to maintain a

## SECTION IV-A – RESPONSE AND EVALUATION

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program will constitute a material breach of contract. The use of drugs, alcohol, or any tobacco products is prohibited on all District property.

### 9. OTHER TERMS AND CONDITIONS:

The Contractor must understand and agree to comply with the following:

- a. Provide prompt payment to all Persons supplying labor or material for the performance of the work; Pay all contributions or amounts due the Industrial Accident Fund; Not permit any lien or claim to be filed or prosecuted against the District; and Pay to the Department of Revenue all sums withheld from employees. (ORS 279C.505(1));
- b. Demonstrate that an employee drug testing program is in place. (ORS 279C.505(2));
- c. If the Contract calls for demolition Work described in ORS 279C.510(1), the Contractor is required to salvage or recycle construction and demolition debris, if feasible and cost-effective;
- d. If the Contract calls for lawn or landscape maintenance, the Contractor is required to compost or mulch yard waste material at an approved site, if feasible and cost effective (ORS 279C.510(2));
- e. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services provided to the contractor or a subcontractor, the District may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor, as set forth in ORS 279C.515(1);
- f. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges. (ORS 279C.515(2));
- g. If the Contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. (ORS 279C.515(3));
- h. Abide by maximum hours of labor and overtime, as set forth in ORS 279C.520(1);
- i. Provide employer notice to employees of hours and days that employees may be required to work, as set forth in ORS 279C.520(2);
- j. Abide by environmental and natural resources regulations (ORS 279C.525);
- k. Make required payments for medical care and certain services related to sickness and injury to employees, as set forth in ORS 279C.530(1);
- l. Understand all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon must comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must ensure that each of its subcontractors complies with these requirements. (ORS 279C.530(2));
- m. Abide by maximum hours, holidays and overtime (ORS 279C.540);
- n. Abide by time limitation on claims for overtime (ORS 279C.545);
- o. Pay prevailing wage rates, including subcontractors (ORS 279C.800 to 279C.870);
- p. File required BOLI Public Works bond(s) including subcontractors, as set forth in ORS 279C.830(2);
- q. Follow Retainage rules (ORS 279C.550 to 279C.570);
- r. Abide by prompt payment policy, progress payments, rate of interest (ORS 279C.570);
- s. Maintain relations with subcontractors (ORS 279C.580);
- t. Make notice of claim (ORS 279C.605);
- u. Provide Affidavit of Compliance with the Oregon tax laws in accordance with ORS 305.385; and
- v. Certify that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will be registered with the Construction Contractors Board, licensed by the State Landscape Contractors

## SECTION IV-A – RESPONSE AND EVALUATION

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Board in accordance with ORS 701.021 to 701.050, or licensed under ORS 468A.720 (Air Quality), if required, before the subcontractors commence Work under the Contract.

- w. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor must not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the District's prior Written consent. Unless otherwise agreed by the District in Writing, such consent will not relieve the Contractor of any obligations under the Contract. Any assignee or transferee will be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the District consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, must remain liable to the District for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the District otherwise agrees in Writing.
- x. All persons involved in the project who will have a physical presence on site at any time during the course of the project will need to clear a background check. The basic criteria of clearance and refusal offenses will be provided by the District Project Representative. Consultants and sub-consultants shall provide a report of who has cleared the background check by an approved agency. Consultants and/or sub-consultants are also responsible to print and wear their own badges that align with the district standard as provided by the District Project Representative.
- y. In accordance with OAR 333-0190130, all persons engaged to provide goods and/or services at school or school-based program which takes place at or in school facilities **and who has direct/indirect contact with students or staff**, must be vaccinated against COVID-19 or have a documented medical or religious exception. Unvaccinated persons, regardless of exception status, may not perform work which takes place at or in school facilities if they may have direct/indirect contact with students or staff.

SECTION V – ATTACHMENTS  
Solicitation No: RFP 21-0018  
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## PROPOSAL SUBMISSION CHECKLIST

**ALL CERTIFICATIONS, FORMS, AFFIDAVITS AND DETAILED PROPOSAL CONTENT REQUIREMENTS  
AS SPECIFIED IN SECTION IV MUST BE INCLUDED IN PROPOSALS.**

\_\_\_\_\_ **REQUIRED AFFIDAVIT, CERTIFICATIONS AND FORMS**

The following certifications and forms must be completed and signed by the person authorized to represent the Proposer regarding all matters related to the Proposal and authorized to bind the Proposer to the agreement. Failure to submit any of the required, completed and signed certifications/forms shall result in disqualification of the proposing firm.

- \_\_\_\_\_ PROPOSER CERTIFICATION. (Attachment A) This serves as the cover sheet for your Proposal.
- \_\_\_\_\_ AFFADAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS (Attachment B)
- \_\_\_\_\_ NON-CONFLICT OF INTEREST CERTIFICATION. (Attachment C)
- \_\_\_\_\_ PROPOSER RESPONSIBILITY FORM – All Pages. (Attachment D)
- \_\_\_\_\_ PROPOSER REFERENCE FORMS – (Attachment E)
- \_\_\_\_\_ PRICE SCHEDULE – Submit for Proposed Goods and/or each Service as necessary (Attachment F)

\_\_\_\_\_ **DETAILED PROPOSAL CONTENT REQUIREMENTS**

Detailed Proposal Content Requirements are specified in SECTION IV – RESPONSE AND EVALUATION.

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The following attachment(s) are **NOT** to be returned with the Proposal. The content of these attachment(s) must be reviewed by the Proposer. The terms and conditions are incorporated in this Solicitation and will apply to the Contract to be executed for the work.

ATTACHMENT G          Sample Master Price Agreement

ATTACHMENT H          Hypothetical Fiber Ring Design

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This checklist is provided for the Proposer's convenience in assembling your Proposal and is NOT required to be returned with the Proposal.

SECTION V – ATTACHMENTS  
ATTACHMENT A  
Solicitation No: RFP 21-0018

**PROPOSER CERTIFICATION**

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



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

Name: \_\_\_\_\_  
(Please type or print)

Phone: \_\_\_\_\_

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

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

Firm/Company Name: \_\_\_\_\_

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

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

1. The Proposer certifies that he or she has read and understands all terms and conditions of this solicitation.
2. The Proposer acknowledges that the person that signs this Certification is fully authorized to sign on behalf of the Proposer listed and to fully bind the Proposer to all conditions and provisions thereof.
3. The Proposer certifies that Proposer has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this RFP.
4. The Proposer holds a certificate from the Oregon State Board of Architect Examiners, the Oregon State Landscape Architect Board, or the Oregon State Board of Examiners for Engineering and Land Surveying as applicable:  
Registration #: \_\_\_\_\_.

5. The Proposer, pursuant to ORS 279A.120 (1), (check one) is \_\_\_\_\_/is not \_\_\_\_\_ a resident Bidder.

If not, indicate State of residency \_\_\_\_\_.

6. The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055 in obtaining any required subcontract.
7. The Proposer agrees to comply with Oregon tax laws in accordance with ORS 305.385.
8. The Proposer acknowledges receipt of the following addenda: (list by number and date appearing on addenda.)

Addendum Number

Date

Addendum Number

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



SECTION V – ATTACHMENTS  
ATTACHMENT B  
Solicitation No: RFP 21-0018

**AFFIDAVIT OF NON-COLLUSION / COMPLIANCE WITH TAX LAWS**

Proposer: \_\_\_\_\_

I state that:

- (1) The correct taxpayer identification numbers are:  
A. Federal Employer ID Number (EIN): \_\_\_\_\_ B. Employer's Oregon ID Number: \_\_\_\_\_
- (2) Proposer is not subject to backup withholding because (i) Proposer is exempt from backup withholding, (ii) Proposer has not been notified by the IRS that Proposer is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Proposer that Proposer is no longer subject to backup withholding;
- (3) The price(s) and amount of this proposal shall be arrived at independently and without consultation, communication or agreement with any other consultant, proposer or potential proposer, except as disclosed on the attached appendix.
- (4) That neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, shall be disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before Contract award.
- (5) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit any noncompetitive proposal or other complementary proposal.
- (6) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (7) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Beaverton School District in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Beaverton School District of the true facts relating to the submission of proposals for this contract. I am authorized to act on behalf of Proposer, and have authority and knowledge regarding Proposer's payment of taxes, and to the best of my knowledge, Proposer is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.



\_\_\_\_\_  
(Affiant's Signature)

STATE OF OREGON

County of \_\_\_\_\_

Signed and sworn to before me on \_\_\_\_\_ by \_\_\_\_\_  
(date) (Affiant's name)

Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SECTION V – ATTACHMENTS  
ATTACHMENT C  
Solicitation No: RFP 21-0018

**NON-CONFLICT OF INTEREST CERTIFICATION**

**Issuing Agency:** Beaverton School District

I, \_\_\_\_\_ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Bid/Proposal to be submitted by myself or the entity/company for which the Bid/Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Beaverton School District and disqualify my Bid/Proposal.

**"NO OFFICER, EMPLOYEE, OR AGENT OF THE BIDDER/PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE BEAVERTON SCHOOL DISTRICT OR WITH ANY PARTY CONNECTED WITH THE OREGON SCHOOL AND DISTRICT IMPROVEMENT NETWORK, DIRECTLY OR INDIRECTLY."**

\_\_\_\_\_  
Proposer Name (signature)

\_\_\_\_\_  
Proposer Name (printed)

\_\_\_\_\_  
Proposer Title (printed)

\_\_\_\_\_  
Entity/Company Name (printed)

\_\_\_\_\_  
Date

**PROPOSER RESPONSIBILITY FORM  
(PROPOSER’S QUALIFICATIONS AND FINANCIAL INFORMATION)**

**DECLARATION AND SIGNATURES**

The undersigned hereby declares that the he or she is duly authorized to complete and submit this Proposer Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the District of Proposer non-responsibility.

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

By: \_\_\_\_\_  
(Signature of authorized official)

Name: \_\_\_\_\_  
(Please type or print)

Title: \_\_\_\_\_  
(Please type or print)

For: \_\_\_\_\_  
(Firm’s name) (Please type or print)

**Instructions**

- 1. The information provided in this form is part of the District inquiry concerning proposer responsibility. Please print clearly or type.**
- 2. If you need more space, use plain paper. Submit completed form with Proposal response.**
- 3. Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that the Proposer is not a responsible Proposer.**

SECTION V – ATTACHMENTS  
ATTACHMENT D  
Solicitation No: RFP 21-0018

**SECTION I –RELIABILITY**

Has your company ever been declared in breach of any contract for unperformed or defective work?

Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain:

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Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract?

Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain:

---

---

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?

Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain:

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---

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws?

Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain: \_\_\_\_\_

---

---

Has any Officer or Partner of your organization ever been an Officer or Partner of another organization that failed to complete a contract?

Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain:

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SECTION V – ATTACHMENTS  
ATTACHMENT D  
Solicitation No: RFP 21-0018

**SECTION II – FINANCIAL  
RESOURCES**

Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case? Yes: \_\_\_\_ No: \_\_\_\_

—

If “yes”, explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does your firm have any outstanding judgments pending against it? Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain:

\_\_\_\_\_

\_\_\_\_\_

In the past ten years, has your firm been a party to litigation, arbitration or mediation where the amount in dispute exceeded \$10,000? Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain:

\_\_\_\_\_

\_\_\_\_\_

In the past ten years, has your firm been a party to litigation, arbitration or mediation on a matter related to work performance on a contract? Check “yes” even if the matter proceeded to arbitration or mediation without court litigation. Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain (include court, case number, and party names):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you or any of your affiliates discontinued business operation with outstanding debts? Yes: \_\_\_\_ No: \_\_\_\_

If “yes”, explain:

\_\_\_\_\_

\_\_\_\_\_

SECTION V – ATTACHMENTS  
ATTACHMENT D  
Solicitation No: RFP 21-0018

**SECTION III – KEY PERSONNEL**

List the principal individuals of your company, their current job title, the total years of experience they have in the industry and their current primary responsibility for your company. Corporations list current officers and those who own 5% or more of the corporation's stock. Limited liability companies list members who own 5% or more of the company. Partnerships list all partners. Joint ventures list each firm that is a member of the joint venture and the percentage of ownership the firm has in the joint venture.

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

ITEM	Principal Individual
A. Name	
B. Position	
C. Years in Position	
D. Current Primary Responsibility	

Person who will be in direct charge of work if your company is awarded this Contract:

ITEM	PERSON IN DIRECT CHARGE
A. Name	
B. Position	
C. Years in Position	
D. Largest Project Supervised - \$	
E. Largest number of employees ever supervised	

SECTION V – ATTACHMENTS  
ATTACHMENT E  
Solicitation No: RFP 21-0018

**PROPOSER REFERENCE FORM**

**PROPOSER REFERENCE FORM FOR** \_\_\_\_\_  
(Insert Name of Proposer)

***Proposer must provide five (5) references and must use a separate copy of this form for each reference.***

Date(s) Work Performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) of Project(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Value of Project(s): \$ \_\_\_\_\_

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

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

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

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

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

Method: Subjective Evaluation

Each reference may be checked for, but not limited to, adherence to contract terms and conditions, timelines, quality standards, overall customer service, project being of similar size, scope and complexity.

SECTION V – ATTACHMENTS  
ATTACHMENT F  
Solicitation No: RFP 21-0018

Please see Price Schedules for Leased Dark Fiber



# MASTER PRICE CONTRACT

**Contract No**  

**This is not an order**

This Contract sets forth all the covenants, conditions, and promises between the following parties:

<div>[Supplier/Company Name]</div> <div>[Address]</div>	Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003  Attn: Business Services Purchasing
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**STATEMENT OF WORK:**

**SUPERSEDING EFFECT.**

There are no covenants, promises, Contracts, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This Contract and all exhibits and attachments hereto together constitute the entire Contract between the Parties (listed in order of precedence): (1) Amendments to This Contract; (2) This Contract; (3) Exhibit A - Terms and Conditions; (4) Exhibit B ) District Solicitation, including issued Addenda, Specifications and Drawings (if any); and (5) Supplier Offer/Response.

Any Supplier Response (bid/proposal) attached to this Contract is incorporated solely for: (i) any statement of fees and schedule that is consistent with the entire Contract as defined above; and (ii) any statement of Supplier's and its sub-Suppliers' scope of services that is consistent with the remainder of this Contract or that provides basic services in addition to those stated in this Contract. No other provisions of any proposal are part of this Contract, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Contract or is not included in this Contract, such proposed terms are void and are expressly and wholly subject to the terms of this Contract. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Contract, the provision that provides a better quality or quantity of service to the District shall control.

**CONSIDERATION:**

Contractor shall perform/deliver the Work required, on an as needed basis, in consideration for which the District agrees to pay for the Work in a manner further described in the contract and pursuant to the proposal pricing. Individual Purchase Order are required prior to any change in price or added products will be issued by the District on a requirements basis. The District is not required to make any purchases under this Contract.

**CONTRACT PERIOD.**

The contract period shall be upon contract execution through

**RENEWAL OPTION:**

The contract may be renewed upon mutual Contract of the Parties for four (4) additional one (1) year periods.

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do agree and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

<p><b>Beaverton School District</b></p> <p>_____</p> <p>District Representative <span style="float: right;">Date</span></p> <p>_____</p> <p>Cost Center Authority <span style="float: right;">Date</span></p> <p>_____</p> <p>Business Services Purchasing <span style="float: right;">Date</span></p> <p><b>Not a valid Contract until all signatories are complete</b></p>		<p><b>Contractor/Company Name</b></p> <p>_____</p> <p>(typed or printed name of officer)</p> <p>_____</p> <p>Signature <span style="float: right;">Date</span></p> <p>Title: _____</p> <p>Phone/Fax: _____</p> <p>Email: _____</p> <p>_____</p> <p>CCB Number</p>
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This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

## EXHIBIT A - BEAVERTON SCHOOL DISTRICT PURCHASE ORDER GENERAL TERMS AND CONDITIONS

All applicable portions of the Oregon Revised Statutes shall govern contracts with the District.

**1. Acceptance.** This Purchase Order (Order or Contract) is the District's offer to purchase the goods and/or services described on the Purchase Order from the Supplier. The District's placement of this Order is expressly conditioned upon Supplier's acceptance of all these terms and conditions.

**2. Assignment.** Supplier must not subcontract, assign, or transfer any of its interest in this Contract without the District's prior written consent.

**3. Cancellation.** The District reserves the right to cancel all or any part of the undelivered portion of this order if Supplier does not make deliveries as specified, time being of the essence of this Contract, or if Supplier breaches any of the terms hereof including, without limitation, the warranties of Supplier.

**4. Changes.** No agreement or understanding to modify this contract shall be binding upon the District unless in writing and signed by the District's authorized agent. All specifications, drawings, and data submitted by the Supplier are hereby incorporated and made a part of the Order.

**5. Compliance with Laws.** Supplier certifies that in performing this Contract they will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders. Supplier expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.

**6. Confidential information.** Supplier acknowledges that it or its employees, sub-contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District and marked confidential, or identified as confidential in a separate writing, that becomes available to Supplier or its employees, sub-contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Supplier agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Supplier uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the District under this Contract, and that upon termination of this Contract or at the District's request, Supplier will turn over to the District all documents, papers, and other matter in Supplier's possession that embody Confidential Information.

**7. Consideration.** Supplier must furnish all goods, materials, and services necessary for fulfillment of the order and/or accomplishment of the work for the total sum listed on the Purchase Order. The Purchase Order number above must be included on all invoices and correspondence relating to this Contract.

**8. Delivery.** All prices must be FOB destination, freight prepaid. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, the District reserves the right to cancel or purchase elsewhere and hold Supplier accountable. If delivery dates cannot be met, Supplier agrees to advise the District, in writing of the earliest possible shipping date for acceptance or rejection by the District.

**9. Extra Charges.** No additional charges of any kind, including charges for boxing, packing, cartage, late fees or other extras will be allowed unless specifically agreed to in writing by the District.

**10. FERPA.** Supplier agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Supplier in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Supplier's responsibilities under this Agreement.

**11. Force Majeure.** Neither the District nor Supplier shall be held responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the District.

**12. Governing Law/Venue.** The laws of the State of Oregon shall govern this Contract. Any action or suit commenced in connection with this Contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.

**13. Inspection.** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the District. The District reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**14. Indemnification and Hold Harmless.** Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Supplier agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the Supplier, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the District therefrom. The Supplier agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

## EXHIBIT A - BEAVERTON SCHOOL DISTRICT PURCHASE ORDER GENERAL TERMS AND CONDITIONS

**15. Independent Contractor.** The services provided under this Contract are those of an independent contractor. Supplier is not an officer, employee or agent of the District. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Supplier's performance.

**16. Insurance.** Supplier must purchase and maintain:

- a. WORKER'S COMPENSATION as required by law.
- b. EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Supplier has one (1) or more employees performing services under the contract.
- c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate. May be waived if Supplier has no vehicle while providing work under the contract.
- d. COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Suppliers, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and in the aggregate. May be waived only by the District Risk Management Department.
- e. CERTIFICATES OF INSURANCE. The District, its employees, officials, and agents must be named as an Additional Insured on general liability and automobile policies and must be provided a copy of the additional insured endorsement. Such insurance must be primary. Certificates of Insurance must be issued, prior to the commencement of the contract, to Risk@beaverton.k12.or.us or Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Supplier agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- f. The District reserves the right to require additional insurance which will be delineated in an attachment to this agreement.

**17. Invoicing and Payment.** Supplier must furnish all goods, materials, and services necessary for fulfillment of the order for the total sum listed on the Purchase Order. All invoices shall be addressed to Accounts Payable as indicated on the front of this Purchase Order and must include Supplier's name and phone number, and clearly list quantities, item descriptions, and units of measure. Payment will be made within thirty (30) days after acceptance of a proper invoice. Invoice(s) must be submitted not later than the last day of the fiscal year in which the order was placed (June 30).

**18. Material Safety Data Sheets (MSDS).** Proper MSDS, in compliance with OSHA's Hazard Communication Standard, must be provided by the Supplier to the District at the time of delivery.

**19. Patents and Copyrights.** If an article sold and delivered to the District shall be protected by any applicable patent or copyright, the Supplier agrees to indemnify and save harmless the District, from and against any and all suites, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the District in violation or right under such patent or copyright.

**20. Risk of Loss.** Regardless of FOB point, Supplier agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the District. No such loss, injury or destruction shall release Supplier from any obligations.

**21. Severability.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions must be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**22. Waiver.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**23. Warranty.** The Supplier warrants to the District that all goods and services furnished will; conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated; and, be free from defects in materials, design and workmanship. In addition, Supplier warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**24. Suspension of Services.** The District may suspend Supplier's right/obligation to provide goods/services without prior notice to the Supplier, and at the sole discretion of District, in the event of a declared or de-facto condition which makes continued provision of the goods/services to be not in the best interests of the District. The District will not be obligated to pay for goods/services not provided.

**25. Public Health Requirements.** The Supplier shall comply with any federal, state, county, District, and/or other public health authorities' rules, requirements, procedures, and guidelines that are in effect during the term of the Contract. This requirement shall survive the Contract to the extent applicable.

\*District Public Contracting Rules can be found on the following [website:](https://www.beaverton.k12.or.us/depts/business/purchasing/Pages/default.aspx)  
<https://www.beaverton.k12.or.us/depts/business/purchasing/Pages/default.aspx>

- END -

SECTION V – ATTACHMENTS  
ATTACHMENT H  
Solicitation No: RFP 21-0018

**HYPOTHETICAL FIBER DESIGN**

**Green = Current BSD HS Fiber Ring**  
**Purple = Hypothetical new Connections**

