



Federal Way Public Schools Wide Area Network

RFP FWPS – 012717 LEASED FIBER WIDE AREA NETWORK

Release Date: January 27, 2017

Responses Due: February 28, 2017

Introduction

Federal Way Public Schools (FWPS) is requesting proposals from qualified Service Provider(s) for the following purpose(s):

- Leased Lit Fiber **OR**
- Leased Dark Fiber

This RFP contains description of services needed, instructions for submitting a proposal, the procedures and criteria by which Service Provider(s) will be selected and the contractual terms by which the District proposes to govern the relationship between it and the selected Service Provider(s).

Proposal must include special construction pricing and monthly costs for the following contract terms:

- Leased Lit Fiber: 12 month, 36 month and 60 month with optional contract extension of 24 months.
- Leased Dark Fiber: 36 month and 60 month with optional contract extension of 60 months.

Proposal may include more than one payment schedule, selectable at District's option.

Evaluation Criteria

The District will evaluate all Proposers. Evaluation of the proposals received in compliance with the RFP instructions will be performed for the purpose of selecting Proposer(s) who best meets the needs of the District. The Proposer(s) with the highest scores and meets USAC E-rate guidelines will be selected as the final Service Provider(s). In evaluating RFP responses, the District will award points to each response up to the maximum points that are listed for each of the following criteria:

- Price of Eligible Services - 30%
- Vendor Qualifications/Experience/Track Record – 20%
- Completeness of Response - 20%
- E-rate Qualifications and References – 15%
- Local Market Presence – 15%

Maximum 100 points

Fiber WAN Network

The current District Wide Area Network (WAN) is an Ethernet network with routers at 36 nodes running RIP and with core services located at the Administration Building at 33330 8th Avenue South, Federal Way, WA 98003.

There are two campus networks that encompass multiple facilities. The network connection terminating at Totem Middle School feeds Star Lake Elementary. The network connection terminating at Kilo Middle School feeds Lake Dolloff Elementary.

The District seeks a fiber network that connects the thirty five (35) campuses listed in Appendix 1 to the District Administration building (36 nodes total). A main distribution frame (MDF) has been established at each site. The Service Provider will terminate the Fiber Network in the MDF at each site. Address information for all sites is included in Appendix 1. List of District known Entrance pathway diagrams for each location available on request (See Appendices)

General

The Service Provider shall provide an executive overview of the RFP response, which includes a brief summary of the Service Provider's history with the technology proposed, including the products and components that comprise the systems. The Service Provider should highlight any major features, functions, or areas of support that the Service Provider feels would bear weight on evaluation.

Fiber Map

The Service Provider will provide a detailed map of the route the proposed fiber will take to connect the District sites. The Service Provider will be responsible for establishing the actual pathways between the District sites if they do not already exist. Any special construction costs that are to be paid by the District for establishing these pathways must be clearly delineated in the submitted proposal.

Service Termination

The Service Provider must provide a standard terminated fiber connection, patch panel or module into which the District can plug a fiber patch cable and should propose the recommended fiber patch cable needed (single-mode or multi-mode). The district preference is LC form factor.

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 coordinate with FWPS ITS Staff on a splice location point at the building entrance to transition from outdoor cable to indoor cable. Service Provider shall make NO penetration of walls, floors, or ceilings without the prior consent of the District.

Cable Slack for Repair or Relocation

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

Permits and Prevailing Wage

Prior to initiating installation, the Service Provider shall secure any and all permits and permissions as required by the District, the City of Federal Way, City of Kent, City of Auburn, City of Des Moines, King County, the State of Washington and any applicable regulatory agency. All costs for Permits, Easements, etc. shall be the vendor's responsibility.

Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of the contract shall be paid less than the "prevailing rate of wage" as determined by the Industrial Statistician of the Department of Labor and Industries.

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, sidewalks, landscaping and other grounds including all utilities, irrigation piping and irrigation system must be returned to its original condition. All installation of cabling, pathways, etc., shall be to BICSI specification and the design specifications of the District. The provider may not utilize any existing pathways or conduits from the street to the building entrance point unless: (1) those pathways are owned by the provider or (2) there is room in District-owned pathway/conduit for additional fiber media.

Service Provider is responsible for confirming the location of existing utilities prior to commencing work. Service Provider agrees to repair and restore any utilities damaged during construction at their expense.

Leased Lit Service Requirements

The District must have dedicated Lit Transport Bandwidth throughput (upload and download) of 500 Mbps, 1 Gbps, 5 Gbps, or 10 Gbps with Service Level Agreement (SLA) guarantees to each designated endpoint. The solution must be scalable to 10 Gbps with 1 Gbps cost increments.

The "Lit Fiber" worksheets in the attached spreadsheet includes columns for respondents to provide 500 Mbps, 1 Gbps, 5 Gbps or 10 Gbps pricing between the hub and the various endpoints. Price quotes are requested for 12 month, 36 month and 60 month terms of service with optional 24 month Extension. Prices should be all inclusive. All inclusive in this case means, including all **special construction or non-recurring costs (NRC)** (see description in later section) required by the vendor to commence service and

all **monthly recurring costs (MRC)** should be included in the requisite columns of the pricing sheets. No increased pricing will be allowed during the term of the quoted special construction/NRC and MRC rate in each pricing cell of the spreadsheet.

The district is looking for pricing for the following combinations:

- a. 5 Gbps and 10 Gbps for Admin Building
- b. 1 Gbps and 5 Gbps for High Schools
- c. 500 Mbps and 1 Gbps for Elementary, Middle Schools & Support Site

** See "Address" worksheets in the attached Appendix 1 for District Site Type.

The district will not accept wireless proposals between sites.

For Leased Lit Service, please provide a complete description of the equipment the Service Provider will need to place in the rack at each location where fiber optic cable will be terminated including estimated rack space needed. Please provide power requirements, whether UPS batteries will be provided and any power outlet form factor requirements (ie NEMA L5-20P)

Leased Dark Fiber Requirements

As an alternative, respondents can quote a leased dark fiber network solution from the specified hub to the eligible service locations (see "Address" worksheet in Appendix 1). The price quote should be for a lease of two (2) strands of fiber from the hub to each eligible entity location. The core hub is the District Admin building at 33330 8th Ave South, Federal Way, WA 98003. The district is open to regional hubs at an eligible district facility if identified by Service Provider recommended design. Please identify the hub (core or regional by site name) in the "Hub Site" column of the pricing matrix.

Respondents may offer maintenance services either themselves or through 3rd party subcontractors. In the case that respondents use external 3rd party service providers or contractors to deliver some or part of the solution, these should be clearly indicated in the response.

Each respondent is required to complete the pricing matrix appended on the two "Leased Dark" worksheets in the Appendix 1 spreadsheet accompanying this RFP, one for 36 month and one for 60 month contract. Respondents are required to separate special construction charges as defined by E-rate eligibility rules.

All dark fiber solutions must comprise of single mode fiber end to end. The Service Provider must identify the fiber type they use in their response and provide specifications for the fiber and cable. The installed fiber must support the IEEE 802.3ae Ethernet standard.

The District requires on-going maintenance of the fiber on all Leased Dark Fiber solutions. Maintenance responses are required as follows:

All dark fiber responses require maintenance as part of the response, even if maintenance is subcontracted out to a third party. In the case of the third party maintenance, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA. It is assumed that the Fiber Network is part of a more comprehensive fiber

infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the District fiber segments versus overall network maintenance. If the fiber serves multiple customers, the cost of maintenance should be shared among all the recipients.

When pricing maintenance, the respondent should include an overview of fiber maintenance practices including:

- Routine maintenance and inspection,
- Scheduled maintenance windows and scheduling practices for planned outages,
- Marker and handhole inspection and repair,
- Handling of unscheduled outages and customer problem reports
- What service level agreement is included, and what alternative service levels may be available at additional cost,
- What agreements are in place with applicable utilities and utility contractors for emergency restoration,
- Repair of fiber breaks,
- Mean time to repair,
- Replacement of damaged fiber,
- Post repair testing
- Replacement of fiber which no longer meets specifications,
- Policies for customer notification regarding maintenance,
- Process for changing procedures, including customer notification practices,
- Process for moves adds and changes,
- Process for responding to locate requests.

Fiber Testing for Leased Dark Fiber

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 shall record all optical power measurements to the nearest tenth of a unit of measure (to one significant digit in the decimal place, i.e., -14.3 dB) and report results.

Test results must be permanently recorded and presented in both hard copy and computer-readable format to the District for review. Any fiber link failing to meet the Link Loss Budget standards will be 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.

Special Construction and Non-recurring Cost

Respondents providing lit fiber proposals which require an upfront payment may include a special construction cost or non-recurring cost. This upfront payment is considered special construction if any new fiber is being installed. If new fiber installation is not necessary, the payment is considered a non-recurring cost and must be entered into the pricing sheet accordingly.

New fiber special construction charges for lit service and leased dark fiber projects as defined by the order include construction, design, engineering and project management. The applicant requests that the respondents consider allowing the District to pay the non-discount share (share of special construction costs that are the responsibility of the applicant) to be paid in equal annual installments over the Three years from Funding Year 2017 to Funding Year 2019 inclusive. Responses must include agreement or non-agreement of this request.

All E-rate applications including special construction are subject to review and detailed questioning. Respondents should be prepared to promptly provide the following information:

- A map file of the proposed fiber route in pdf or Visio format
- The cost per foot of fiber
- The cost per foot of fiber installation (splicing, pulling through conduit, hanging on poles)
- The cost per foot of outside plant materials (conduit, handholes, markers, aerial make ready materials)
- The cost per foot of outside plant installation (trenching, handhole and marker installation, installation of aerial make ready materials)

Pricing

The District will consider awarding bids for anywhere from one (1) to all of each of the above items dependent upon availability of budgeted funds as well as E-rate reimbursement eligibility for each entity. District reserves the right to award to multiple Service Providers, selecting portions of the Providers' solutions best suitable for District's needs.

Service Providers shall:

- Provide detailed Special Construction pricing by site on an item-by-item basis.
- Provide detailed Monthly Recurring pricing by site.
- Provide detail on price quotes to include any additional fees, shipping and handling charges and sales tax.
- Submit a proposal that is all inclusive of products and services. The District will not allow increases or markups within the term of an accepted or awarded contract.

Proposals should provide options for change including, but not limited to, increases or decreases in service, removal of sites due to closures or re-organization and/or additions of locations, as deemed necessary by the District. Amendments for service changes must be allowed, and will be co-terminus with the existing contract.

Please submit pricing on appropriate Pricing Template tab under Appendix 1 included with RFP. Note that there are three pricing worksheets for Leased Lit Fiber and two pricing worksheets for Leased Dark Fiber.

Initial Term of Contract

The Service Provider shall present pricing based on the following contract terms:

- Leased Lit Fiber: 12 month, 36 month and 60 month with optional contract extension of 24 months.
- Leased Dark Fiber: 36 month and 60 month with optional contract extension of 60 months.

In the proposed contract, monthly payments for service will begin no sooner than July 1, 2017, with construction potentially occurring in the months prior to July 2017 only with District approval.

Service Deployment Schedule

For each response, respondents must include a construction and installation roadmap timeline for all sites. For lit and leased dark fiber responses, preference is given to responses with a service availability for sites by August 18, 2017. The use of installed circuits by the District can begin July 1, 2017.

Service and Maintenance

The Service Provider represents and warrants that it shall maintain the systems, and all related equipment in the systems, in working order twenty-four hours per day, seven days per week, and shall provide emergency telephone numbers where emergency service can be obtained. The Service Provider must be capable of providing a priority response for major problems, which includes a service outage to any site.

The Service Provider must be capable of responding to a major alarm condition within one hour and to minor alarm conditions within 24 hours. Acceptable response shall be either dispatch of a technician to the site or remote access when and if the problem can be resolved remotely.

Service Providers will provide a proposed Service Level Agreement (SLA) with the lit fiber and leased dark fiber responses. The District requires the Service Provider's SLA to include credits to be offered to the District in the event of extended outages due to events or issues on the network.

Selection Process

Proposals will be evaluated based upon, but not limited to, related experiences of the respondents, Service Provider references, and overall proposal content, as outlined in the Matrix above.

Proposals will be reviewed by District personnel.

The District reserves the right to seek additional information and/or clarification from any Proposer, the right to reject any and all responses received with or without cause, the right to negotiate all final terms and conditions of any agreement entered into with any Proposer that submits a response and also to waive any irregularities or informality if deemed to be in the best interest of the District.

References

Please submit at least two (2) references of recent work, within the past 3 years, with organizations of similar size and located within the state of Washington. Reference information must include: entity name; address; phone number; and name of contact person.

E-Rate Requirements

It is the intention of FWPS to apply for universal service support under the Schools and Libraries support mechanism (E-rate program) for the services that are the subject of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2017 through length of the contract.

Any Service Provider responding to this RFP must be an Eligible Services Provider as defined under the Federal Communication Commission's E-rate program and will be required to submit their assigned SPIN (Service Provider Identification Number) and FCC Registration Number as part of its response along with a copy of their Form 498—Service Provider Information Form. If you do not have a SLD SPIN number, or FCC Registration Number, you **MUST** obtain one before you respond to this RFP.

The Service Provider shall provide, to the District, all the information and documentation that is required by the district to complete an item 21 attachment (Form 471) with their proposal.

The district plans to use E-rate BEAR invoicing for these services at the discount rate indicated on the Funding Commitment Decision Letter (currently 80%).

Service Provider shall list charges by site on monthly invoices. Service Provider shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Service Provider must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice.
- Date(s) of service.
- Clear, concise breakdown of discount-eligible charges and non-eligible charges. Include taxes and fees in the cost breakdown.
- Invoice to be provided on Service Provider's letterhead or on a Service Provider-generated form.

Communication/Questions

Service Providers are expected to raise any questions or additional clarifications that they have concerning the RFP document as soon as they become aware of them. Any questions or requests for clarifications must be directed in writing to rfp@fwps.org. The

subject line of the email must be labeled “RFP FWPS-012717 Question”. The only contact allowed with FWPS staff is through rfp@fwps.org as stated above. Unauthorized contact of any FWPS employee is cause for rejection of the bid. Any additional information or clarifications that are provided to one bidder will be provided to all bidders in the form of an addendum posted to the FWPS web site at <http://www.fwps.org/Page/533>. Service Providers are responsible for checking this site for any addendum that may be issued.

Submission of the Response

All responses must be packaged, sealed, and show the following information on the outside of the package: Respondent’s Name and Address; RFP title/number: Leased Fiber Wide Area Network FWPS-012717 and Proposal Due Date: February 28, 2017 @ 2:00 pm.

Respondent must submit (1) signed original, two (2) printed copies, and (1) digital copy in PDF, MS Word, or MS Excel Format via a USB drive or CD ROM. Please clearly mark the set with the original signature as “ORIGINAL” on the cover.

Responses shall be delivered to: Federal Way Public Schools, Purchasing Department 33330 8th Ave S, Federal Way, WA 98003. No faxed or emailed responses will be accepted.

Proposals will be accepted no later than 2:00 p.m. Pacific Standard Time, February 28, 2017. Proposals received after this time will not be accepted. Proposals shall be deemed accepted when time stamped in the FWPS Purchasing Department.

<u>Milestone</u>	<u>Date</u>
Issue RFP	January 27, 2017
Deadline for Submission of Written Questions	February 10, 2017; 5:00 p.m. PST
Question Responses posted to FWPS Website	February 16, 2017; 5:00 p.m. PST
Proposal Due Date	February 28, 2017; 2:00 p.m. PST

Request for Proposal to be advertised in the Daily Journal of Commerce on February 2nd and 7th, 2017

RFP FWPS –012717
LEASED FIBER WIDE AREA NETWORK

PROPOSAL CERTIFICATION: The signature on this RFP certifies that the Service Provider has read this Request for Proposal in its entirety, is authorized to bind the contract, and agrees to furnish the requested supplies or services in accordance with this Request for Proposal. All signatures must be in ink.

Purchasing Official:

Dana Harris, Buyer

Phone:

253-945-2076

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

AUTHORIZED SIGNATURE _____

NAME (TYPE OR PRINT) _____

TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ADDENDUM(s) RECEIVED _____

DATE _____

INSTRUCTIONS FOR REQUEST FOR PROPOSAL

CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.

- 1) **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to Federal Way Public Schools, or any of its officers, authorized agent or official, at reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this contract.
- 2) **CONTRACTOR EMPLOYEES-ACCESS TO CHILDREN:** The contractor is prohibited from employing any person who may have contact with children at public schools during completion of this contract who has pled guilty to or been convicted of crimes listed in R.C.W. 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of this contract.
- 3) **REQUEST FOR PROPOSAL REVIEW:** Carefully review this RFP for defects or objectionable material. RFP comments concerning defects or objectionable material or any questions with regard to this RFP must be made in writing and received by the purchasing authority at least ten (10) days before the RFP opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective RFP, upon which award cannot be made, and the resultant exposure of RFP prices. All questions or requests for clarification must be directed in writing to rfp@fwps.org. The subject line of the mail must be labeled "RFP FWPS-012717 Question".
- 4) **SUBMITTING RFPs:** Envelopes containing RFPs must be sealed, marked, and addressed as shown in the example below.

Federal Way Public Schools
Purchasing Department
33330 8th Ave S
Federal Way WA 98003

Additional information to be noted on the submittal envelope must include the RFP title and number, the respondent's name and address, and the RFP opening date and time. Envelopes with RFP numbers annotated on the outside will not be opened until the scheduled date and time. Envelopes not containing this information may result in a rejected RFP.

Respondent's Name and Address
RFP title/number: Leased Fiber Wide Area Network FWPS-012717
Proposal Due Date: February 28, 2017 @ 2:00 pm

Request for proposal shall use this and any attached forms in submitting RFPs.

- 5) **PRODUCTS:** Unless otherwise specified, all prices shall be for new merchandise. Bidder may bid on any or all items. Prices bid shall include all handling and packaging costs. Prices bid for equipment shall include cost of instruction and services manuals where appropriate. The District reserves the right to accept KCDA and state contract pricing in lieu of a bid.

- 6) **PRICES:** The RFP shall state prices in the units of issue. Prices quoted for commodities and service must be in US funds and include applicable federal duty, brokerage fees, packaging, and transportation costs to the FOB point so that upon completion of the service or transfer of title the commodity can be utilized without further cost. The base monthly price quoted must be exclusive of federal, state and local taxes. Any and all installation & configuration costs, estimated surcharges and taxes should be described and clearly differentiable from monthly recurring costs. Federal Way Public Schools is exempt from Federal Excise Tax. Invoices submitted for payment shall include a separate line for all taxes required by State of Washington law. All pricing has been determined independently, without consultation, communication or agreement with others for the purpose of restricting this RFP.
- 7) **SPECIFICATIONS/ALTERNATIVES AND EQUALS:** The District often uses manufacturer's brand and model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Offerings of alternate quality of features will, at the District's discretion, be considered on an "alternate" basis. Brands of equal specification, quality, performance, and use may be considered on an "equal" basis; however the District reserves the sole right in qualifying an "equal". All RFPs must include complete description and descriptive literature with the RFP document when an "alternate" or "equal" is bid. If the District accepts a bid on an "alternate" or "equal" basis and the Bidder has bid the wrong item, as determined by the District, the Bidder agrees to pick up the item at their expense and refund any payment for the item within 30 days.
- 8) **PUBLIC DISCLOSURE:** Proposers should clearly identify any material that constitutes valuable formulae, designs, drawings, and research data claimed to be exempt from public disclosure RCW 42.17.310, along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary. The District will attempt to give notice to the proposer of any request for disclosure of such information. Failure to label such materials or to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by the submitting supplier of any claim that such materials are, in fact, so exempt.
- 9) **BIDDER'S CERTIFICATION:** By signature on their proposal, bidders certify that: they have read this Request for Proposal in its entirety; are authorized to bind the Service Provider; and agree to furnish the requested supplies, equipment or services in accordance with this RFP.
- 10) **MISCELLANEOUS:** Illegible RFPs will be rejected. Retain a copy for your records. All RFPs and other materials submitted become the property of Federal Way Public Schools. Public records are open to reasonable inspection by the public.

GENERAL TERMS AND CONDITIONS

- 1) **AUTHORITY:** This RFP is written in accordance with R.C.W. 28A.335.190 and the applicable policies of Federal Way Public Schools.
- 2) **COMPLIANCE:** In the performance of a contract that results from this RFP the contractor must comply with all federal, state, and court regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and county taxes.

- 3) **SUITABLE MATERIALS:** Unless otherwise specified, all materials, supplies or equipment offered in the RFP shall be new, unused, of the latest edition, version, model or crop and of recent manufacture. All products offered shall meet or exceed the applicable requirements of OSHA and WISHA.
- 4) **FIRM OFFER:** For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the date of the RFP opening.
- 5) **EXTENSION OF PRICES:** In case of error in the extension of prices in the RFP, the unit prices will govern, in a lot RFP the lot prices shall govern.
- 6) **RFP PREPARATION COSTS:** Federal Way Public Schools is not liable for any costs incurred by the RFP preparation.
- 7) **RFP REJECTION:** Federal Way Public Schools reserves the right to reject any or all RFPs, and to waive informalities or irregularities in any RFP or in the bidding. No faxed, e-mailed, or “postage due” bids will be accepted.
- 8) **ADDENDUMS:** If it is necessary for Federal Way Public Schools to issue an addendum to this RFP it will be promptly posted to the FWPS web site at <http://www.fwps.org/Page/533>. All official clarifications or interpretations of the RFP documents will be by written addendum. Clarification given in any other form will be unofficial. It is the bidder’s responsibility to be aware of addendum(s) associated with an RFP and to check the web site noted above for any addendum(s) that may be issued.
- 9) **CONTRACT FUNDING:** Bidders are advised that the District anticipates the availability of funds for this RFP. Quantities identified are the *estimated* number of each item needed and will be used in the RFP evaluation process; however, the District reserves the right to increase or decrease actual quantities ordered. Unit pricing must be valid regardless of quantity ordered. Each item may be awarded individually.
- 10) **ASSIGNMENT (RFP):** Assignment of the rights and duties under a contract or Purchase Order resulting from this RFP is not permitted unless authorized in writing by Federal Way Public Schools Purchasing Department.
- 11) **FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this agreement, if that failure default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the contractor. For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 12) **LATE RFP’S:** Late RFPs are those received after the date and time set for the receipt of the RFPs **AND WILL BE REJECTED.**

- 13) **DEFAULT:** In case of default by the contractor, for any reason whatsoever, Federal Way Public Schools may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 14) **HOLD HARMLESS:** The contractor will indemnify, hold harmless and defend the school district, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.
- 15) **JURISDICTION:** This RFP has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this RFP shall be governed by the laws of the State of Washington, King County, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this RFP or any provisions thereof, shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in King County, Washington.
- 16) **ORDER DOCUMENTS:** Federal Way Public Schools is not bound by a Service Provider contract signed by a person who is not specifically authorized to sign for Federal Way Public Schools.
- 17) **BILLING INSTRUCTIONS:** Invoices must be billed to the invoicing address shown on the Purchase Order and not to the Purchasing Department. Federal Way Public Schools will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to Federal Way Public Schools, Accounts Payable Department.
- 18) **COPYRIGHT PROVISIONS:** Unless otherwise provided, all Materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by Federal Way Public Schools. Federal Way Public Schools shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title and interest in Materials, including all intellectual property rights, to Federal Way Public Schools effective from the moment of creation of such Materials. Materials means all terms in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 19) **SAMPLES:** In some cases, samples are requested to be furnished by the Bidder at no charge to the District to determine acceptability of any item. All samples must be labeled with Bidder’s Name, RFP Number and RFP Item Number.
- 20) **RFP CHANGES OR WITHDRAWAL:** All changes and erasures must be made before RFP opening date and time, and initialed. Bidder may not withdraw their RFP after the RFP opening.
- 21) **BID BOND:** A bid bond is not required.

- 22) **PAYMENT and PERFORMANCE BOND:** Prior to entering into the Contract, a Payment and Performance Bond must be provided in the amount equal to the full contracted amount.
- 23) **PREVAILING WAGES:** Pursuant to RCW 39.12, the performance of any worker associated with the contract shall be paid no less than the prevailing wages determined by the Industrial Statistician of the Department of Labor and Industries and all Prevailing Wage laws are followed within the chapter. Prior to entering into the contract, an approved Intent to Pay Prevailing Wages shall be provided to the District.
- 24) **INSURANCE:** The following insurance is required and must be kept in force during the term of the contract. All required insurance must be in place prior to the start of any work. Federal Way Public Schools shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. **Federal Way Public Schools must be named additional insured with endorsement provided.**

Commercial General Liability

- (a) Written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and
- (b) \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not limited to: blanket contractual, products/completed operations, broad form property damage, explosion, collapse and underground (XCU) if applicable and employer's liability.

Automobile Liability Insurance

Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability Insurance

Limits no less than \$1,000,000.00 per occurrence.

- 25) **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The Contractor shall not use or disclose any information concerning Federal Way Public Schools, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of Federal Way Public Schools, or as required by law, during the term of this contract and beyond.
- 26) **SEVERABILITY:** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.
- 27) **SCHOOL BOARD APPROVAL:** No contract will be issued until approved by the School Board.
- 28) **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form is attached. This form is an integral part of this RFP and must be completely filled in, signed and returned as part of the proposal package in order to be considered as a qualified respondent.

POST-BID PROCEDURES

1. **AWARDS:** The District seeks qualified Service Providers and reserves the right to reject any and all RFPs, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional RFPs. Award of the contract(s) will be made on the basis of RFP price and other factors such as:
 - a) the ability, capacity, and skill of the Service Provider to provide the materials and/or services required;
 - b) the character, integrity, reputation, judgment, experience, and efficiency of the Service Provider;
 - c) whether the Service Provider can supply the materials and/or services within the time specified;
 - d) the quality of performance of previous materials and/or services; and
 - e) the previous and existing compliance by the Service Provider with laws relating to the contract or services.

The District may use any means necessary to assist in the evaluation of any RFP and to establish the responsibility, qualifications, and financial ability of the Service Provider to supply materials and/or services to the District's satisfaction within the prescribed time. The District reserves the right to reject the RFP of any Service Provider who does not pass any such evaluation to the District's satisfaction.

2. **TAXES:** The District is exempt from certain federal taxes. The District is required to remit Washington State Sales Tax for purchases outside of Washington where no sales tax is collected.
3. **DELIVERY:** RFP prices are to be FOB Destination and shipping is to be prepaid and included (by the bidder). All items ordered may not be delivered to the same address within the District. All merchandise is subject to inspection and acceptance by District personnel before final payment.
4. **PACKING LISTS:** Packing lists must accompany all deliveries and include Service Provider's name, purchase order number, RFP item number, unit of purchase, quantity shipped and quantity backordered. Packing lists are not considered invoices.
5. **PAYMENT:** Federal Way Public Schools' payment terms are NET 30. Invoices should be reviewed for accuracy to reflect information and pricing as RFP. At the discretion of the District, partial payments will be made for partial deliveries.

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FEDERAL DEBARMENT AND SUSPENSION
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

In submitting the proposal to provide products and/or services as outlined in the Request For Proposal specifications the prospective Service Provider certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from Federal procurement actions by any Federal Department or Agency. The prospective Service Provider further agrees by submitting this form that it will inform any and all subcontractors of this requirement and document such notification.

Where the prospective Service Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract or cancellation of purchase orders and personal services agreements.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant’s Responsibilities.

Signed: _____
Title: _____
Firm: _____
Address: _____
City & State: _____
Date: _____

APPENDICES

Appendix 1: List of Facility Addresses & Pricing Template

Appendix 2: List of known Entrance pathway diagrams for each location available on request:
Please email rfp@fwps.org with email subject “RFP FWPS-012717 Entrance Pathway”.