

# REQUEST FOR PROPOSAL # 25-001

FOR Wide Area Network Extension Submissions are due by February 18th, 2025 2:00 pm local time

> OWNER ISD#834 Stillwater Area Public Schools 1875 Greeley Street South Stillwater, MN 55082

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# **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS (RFP)**

# ISD 834 Wide Area Network Extension

For ISD 834 - Stillwater Area Public Schools

Notice is hereby given that sealed proposals will be received electronically by ISD 834 -Stillwater Area Public Schools located at 1875 Greeley Street South, Stillwater, MN 55082 until 2:00 pm local time, Tuesday, February 18th, 2025 for the installation of dedicated private fiber segments and/or managed carrier circuits. Proposals received after the time stated will not be considered. Evaluations of proposals will follow receipt.

Request for proposal documentation is available by visiting the District Finance website at: <u>https://www.stillwaterschools.org/our-district/departments/business-finance.</u> Documents are also available via the event on Public Purchase. See Exhibit B for bidder registration information.

Questions relating to this proposal must be submitted no later than 2:00 pm local time, Wednesday, January 28th, 2025 via the Public Purchase event 25-001. Verbal, phone, or emailed questions to any other email address will not be addressed. Responses to all questions will be in the form of an addendum to the RFP to be posted no later than 3 days following the question deadline. A bidder shall not contact school sites or District departments regarding this proposal – failure to comply will result in rejection of a submitted bid.

General questions related to this RFP may be directed via email to <u>RFx@Stillwaterschools.org</u>

#### TIMELINE

- Request for proposal posted on Monday, January 20th, 2025.
- Bidder questions to the District must be received by 2:00 pm local time
- Wednesday, January 28th, 2025. Submit via event # 25-001 on Public Purchase.
- District response to questions via addendum to be posted within 3 business days from question deadline.
- Bidders must submit proposal(s) by 2:00 pm local time on February 18th, 2025. No exception. Submit via event # 25-001 on Public Purchase.
- Anticipated award by School Board on Tuesday, March 4th, 2025.

### **SECTION I – GENERAL TERMS AND CONDITIONS**

### DEFINITIONS

- **Bidder** refers to any party submitting a bid, proposal, or quote.
- **Successful bidder** refers to a bidder that has been awarded a bid, proposal, or quote.
- **Contractor or vendor** refers to a successful bidder that has signed a contract due to the award.
- **Subcontractor** refers to a subcontractor of the contractor awarded a bid, proposal, or quote.
- District refers to ISD#834 Stillwater Area Public Schools.

### **ALTERNATE OPTIONS**

The District may consider alternate options to the specifications when supported by equal, same, or similar quality and functionality. The District has sole discretion of determining equal, same, or similar.

#### AWARD

Awards for goods and/or services will be made by the School Board of ISD#834 Stillwater Area Public Schools at a public meeting. The District reserves the right to award a contract up to 60 days from the submission deadline. Bids, proposals, or quotes shall be held firm until the award has been made.

The successful bidder agrees to guarantee all products and services included in the bid, proposal, or quote and/or supplied, against inferiority as to specifications.

The successful bidder hereby guarantees that they will have full legal right of material delivered under this request and agree to pay all rents and royalties of every description on any and all patents or patent rights covering said material, or covering any process or machinery used in its construction and agree to indemnify and save the District entirely harmless from any and all claims, demands, damages, actions, or causes of action, arising or to arise, against said District by reason of the construction or delivery of said material, or the use of any process, machinery or material in the construction of same.

### **AUTHORIZED SIGNATURE**

Bid, proposal, or quote documents must be signed in the firm name or corporate name of the bidding company and must be fully and properly executed and signed by an officer or other authorized representative.

Proof of authority of the person signing the bid, proposal, or quote shall be furnished upon request. If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation, shall be furnished upon request. Where the corporation has designated an attorney-in-fact, the ordinary power of attorney shall be furnished upon request. If the responder is a partnership, a letter of authorization should be furnished upon request, signed by one of the general partners. If the responder is a proprietor, and the person

signing the bid, proposal, or quote is other than the owner, a letter of authorization signed by the owner shall be furnished upon request.

### **BID, PROPOSAL, QUOTE SUBMISSION**

Bids received by the District become public information and then subject to disclosure upon public data request. The bidder must identify all confidential or proprietary information within their proposal; this information could be exempt from disclosure if cited and in compliance with an exempting statute.

The bidder, or any other party, is responsible for all costs incurred to prepare and submit a proposal. Responses must be accurate, clear, and concise. An unclear response may impact evaluation/scoring or deem the proposal unresponsive.

The bidder is responsible for acquainting themselves with the factors relative to this request and conditions that might affect the goods and/or services to be supplied under this request. The bidder is responsible for clarifying any unclear aspect of the request prior to submitting a bid, proposal, or quote.

Bid, proposal, or quote submissions including all requested pricing and additional information shall be submitted in Microsoft Word or similar equivalent to the request event on the Public Purchase Portal <u>http://www.publicpurchase.com</u>. Failure to comply with this provision may cause rejection of a bid, proposal, or quote. The District reserves the right to reject any or all bid, proposal, or quote and to waive any informalities.

Discrepancies in the multiplication of units of product and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

### BOND

MN Statutes 471.345 and 574.26 require a performance and payment bond (PPB) from a contractor for contracts over \$175,000 that include labor and installation. A successful bidder will be required to provide the District a PPB equal to the amount of the contract within 15 days of receipt of the contract. PPB cost must be itemized and not included as part of materials or labor.

### CONTRACT

A contract must be executed for the goods and/or services, and all provisions and conditions, general and specific, of this document considered as an official part of this contract. The executed contract will be delivered to the successful bidder and may include a District purchase order (PO). The work cannot begin without a receipt of the purchase order and the contract fully executed.

Any contract entered into as a result of this bid, proposal, or quote may be canceled by either party upon 60 calendar-day written notice prior to the effective date of cancellation. Cancellation may be in whole or part.

#### **CONTRACTOR PERFORMANCE**

If the contractor is unable to perform under the terms of the contract, the District reserves the right to cancel the contract immediately.

#### **CONTRACTORS OR SUBCONTRACTORS**

Contractor must have and keep a criminal background screening on file for all contractor employees and/or subcontractors that have access to District property and/or facilities. Contractor will ensure that no contractor employee or subcontractor that has a record of a background check crime defined in Minn. Stat. § 299C.61, Subd.2., a felony, or any other theft, as defined in Minn. Stat. § 609.52, Subd.2., will have access to District property and/or facilities.

Contractor personnel will always maintain professional and courteous dialogue with District staff. The District reserves the right to request a change in delivery personnel during the contract period due to unsatisfactory performance or unprofessional behavior.

#### DATA PRACTICES COMPLIANCE

Contractor shall administer any information classified by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as private data on individuals as if Contractor were a government entity. Contractor is subject to the remedies provided by individual data subjects in Minn. Stat. 13.08.

#### **NON-COLLUSION**

Collusion between bidders is cause for rejection of all bids, proposals, or quotes of bidders involved. Bidders must sign the Non-Collusive Certification form included with these specifications.

#### **NON-DISCRIMINATION**

During the performance of this Contract, contractor/vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status, public assistance status or citizenship status. Contractor/vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: hiring, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. If required to do so, Contractor/vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices that set forth the provisions of this nondiscrimination clause.

In accordance with Minn. Stat. § 181.59 Upon a second violation of this provision by the contractor/vendor, this contract may be canceled or terminated by the District and all money due or to become due may be forfeited.

#### **INSURANCE**

Contractor shall purchase and maintain insurance coverage in the types and amounts not less than those set forth on Exhibit A. Contemporaneously with the execution of an Agreement Contractor shall deliver to the District a certificate of insurance certifying that such insurance is in force for the effective period of the Agreement and may not be canceled by Contractor without thirty (30) days prior written notice to District.

#### **LEGAL COMPLIANCE**

Contractor/vendor must comply with all applicable federal and state laws, regulations, and rules regardless of whether specifically addressed in this document.

#### **PAYMENT TERMS**

As per State of Minnesota Statute 471.425, ISD#834 - Stillwater Area Public Schools will make payment on undisputed invoices within 35 days of receipt of the invoice or the goods, whichever is later.

#### **PROPERTY DAMAGE**

The Contractor will be responsible for all damage to the property, whether real or personal, on school property which is a result of this Contractor's actions under this agreement. Damaged property must be repaired and returned to its original condition no later than June 1st of each agreement year. The Contractor must report all damages to real and personal property to the District's Assistant Director of Finance as soon as possible but no later than within 24 hours of the occurrence.

#### **RECORDS DISCLOSURE AND RETENTION**

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidence of the disbursement of public funds under this Contract are subject to the examination, duplication, transcriptions and audit by the Stillwater Area Public Schools and the Minnesota State Auditor, in accordance with Minn. Stat. § 16C.05, subd. 5. Such evidence is subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Contractor agrees to maintain such evidence for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

#### TAX EXEMPT STATUS

ISD#834 - Stillwater Area Public Schools is tax exempt. The Contractor/vendor shall pay all taxes imposed on all goods and/or services used so that there will be no liability on the part of the District for any type of tax assessed thereon.

#### TOBACCO

Contractor employees or Subcontractors shall not use tobacco products while on District property. The use or possession of tobacco on District property is prohibited, including the use of e-cigarettes.

### WITHDRAWAL OF BID, PROPOSAL, OR QUOTE

Once a bid, proposal, or quote is delivered to the formal custody of the District, it may not be withdrawn until after opened and acknowledged and may not be withdrawn for a period of 60 days from the opening thereof.

Additional terms and conditions may appear in the Detailed Conditions and Specifications section.

### **SECTION II – DETAILED CONDITIONS AND SPECIFICATIONS**

### 2.0 Scope & Legal Property Descriptions

The scope is for the design, permit, and installation of dedicated private fiber segments (aka dedicated dark fiber), shared dark fiber, and/or lit carrier circuits.

- A. <u>Dedicated Dark Fiber(Self provisioned)</u>: design, permit and install a dedicated dark fiber connection from the following two locations to the termination location:
  - Location One (Primary E-rate Eligible): New Lake Elmo Elementary, 10928 10TH ST N, LAKE ELMO, MN 55042 Physical Description: PT OF S1/2 OF SE1/4 BEING E 1570.4 FT Section 26 Township 029 Range 021 . (Appendix D)
  - 2. Location Two (Primary E-Rate Eligible): New "Andersen" Elementary, 1003 5TH AVE N, BAYPORT, MN 55003. Physical Description: PT N1/2-NW1/4 DESC AS FOLL BEG AT THE NELY COR SD 1/4-1/4 THN W ALG NLY LN THEREOF DIST 28 RODS (462.00 FEET) THENCE SOUTHERLY 20 RODS (330.00 FEET) THEN WESTERLY AND PARALLEL WITH SAID NORTHERLY LINE OF THE N1/2-NW1/4 124.14 FEET MORE OR LESS TO THE INTERSECTION WITH THE WESTERLY LINE OF THE EAST 583.00 FEET OF SAID N1/2-NW1/4 THENC SOUTHERLY ALONG SAID WESTERLY LINE 487.02 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE NORTH 817.00 FEET OF SAID N1/2 NW1/4 THENCE EASTERLY ALONG SAID SOUTHERLY LINE 583.03FEET MORE OR LESS TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 817.04 FEET MORE OR LESS TO POB SUBJECT TO CSAH 14 (AKA 5TH AVE N) OVER & ACROSS THE MOST NLY 50FT THEREOF Section 10 Township 029 Range 020 (Appendix E)
  - 3. Termination Location: Stillwater Area High School, 5701 Stillwater Blvd. Oak Park Heights Minnesota 55082 Coordinates 45.029750734075456, -92.84665007247982. (Appendix F)
- B. <u>Shared Dark Fiber(Self provisioned)</u>: intercept the existing fiber nearest Location One and Location Two, extend to those locations, and splice two dark fiber strands for each to the termination location:
  - 1. Location One (Primary E-rate Eligible): New Lake Elmo Elementary, 10928 10TH ST N, LAKE ELMO, MN 55042 Physical Description: PT OF S1/2 OF SE1/4 BEING E 1570.4 FT Section 26 Township 029 Range 021 . (Appendix D)
  - 2. Location Two (Primary E-Rate Eligible): New "Andersen" Elementary, 1003 5TH AVE N, BAYPORT, MN 55003. Physical Description: PT N1/2-NW1/4 DESC AS FOLL BEG AT THE NELY COR SD 1/4-1/4 THN W ALG NLY LN THEREOF DIST 28 RODS (462.00 FEET) THENCE SOUTHERLY 20 RODS (330.00 FEET) THEN WESTERLY AND PARALLEL WITH SAID NORTHERLY

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- 3. Termination Location: Stillwater Area High School, 5701 Stillwater Blvd. Oak Park Heights Minnesota 55082 Coordinates 45.029750734075456, -92.84665007247982. (Appendix F)
- C. <u>Lit Carrier Circuit</u>: installation and provisioning of a point-to-point 10Gbps layer 2 lit carrier circuit from the following two locations to the termination location:
  - 1. Location One (Primary E-rate Eligible): New Lake Elmo Elementary, 10928 10TH ST N, LAKE ELMO, MN 55042 Legal Description: PT OF S1/2 OF SE1/4 BEING E 1570.4 FT Section 26 Township 029 Range 021 . (Appendix D)
  - 2. Location Two (Primary E-Rate Eligible): New "Andersen" Elementary, 1003 5TH AVE N, BAYPORT, MN 55003. Legal Description: PT N1/2-NW1/4 DESC AS FOLL BEG AT THE NELY COR SD 1/4-1/4 THN W ALG NLY LN THEREOF DIST 28 RODS (462.00 FEET) THENCE SOUTHERLY 20 RODS (330.00 FEET) THEN WESTERLY AND PARALLEL WITH SAID NORTHERLY LINE OF THE N1/2-NW1/4 124.14 FEET MORE OR LESS TO THE INTERSECTION WITH THE WESTERLY LINE OF THE EAST 583.00 FEET OF SAID N1/2-NW1/4 THENC SOUTHERLY ALONG SAID WESTERLY LINE 487.02 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE NORTH 817.00 FEET OF SAID N1/2 NW1/4 THENCE EASTERLY ALONG SAID SOUTHERLY LINE 583.03FEET MORE OR LESS TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 6F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY ALONG SAID EASTERLY LINE 0F SAID N1/2- NW1/4 THENCE NORTHERLY SOFT THEREOF Section 10 Township 029 Range 020 (Appendix E)
  - 3. Termination Location: Stillwater Area High School, 5701 Stillwater Blvd. Oak Park Heights Minnesota 55082 Coordinates 45.029750734075456, -92.84665007247982. (Appendix F)

#### 2.1 E-Rate

The District will file for E-Rate for Category 1 funding on the primary fiber connection (Stillwater Area High School to New Elementary Schools) and other eligible services herein. This includes, but is not limited to, installation services, and maintenance costs.

A. The bidder shall provide a valid Service Provider Identification Number (SPIN), agree to E Rate program rules, and be in good standing with the Universal Service

Administrative Company. This shall be submitted in the form of a letter from USAC.

B. The bidder shall submit required documents for the E-Rate component of this proposal which can be found on the E-Rate Productivity Center Portal at https://portal.usac.org/suite/.

### 2.2 Product Details

- A. <u>Dedicated Dark Fiber</u>
  - 1. Conduit quantity and capacity: one 2" conduit between termination points.
  - 2. The ultimate termination point of the fiber optics will be the site MDF or IDF designated by the District.
    - a. At each final termination point (MDF/IDF) provide a minimum of 100 feet service loop.
    - b. At the termination points, provide and install a patch panel capable of terminating a total of 12 strands. Connector type shall be type LC.
    - c. Provide OTDR testing and certification by the manufacturer and installer of the equipment as an installed system that meets all applicable outside plant standards for wide-area optical fiber.
  - 3. At each hand hole, provide a minimum of 100 feet of slack. If the handhole contains a splice case, 50 feet at each end of the case can be combined for a total of 100 feet.
  - 4. Material specifications
    - a. Fiber optic cable shall be  $8.3/125\mu$ m Singlemode, underground rated and armored.
    - b. Hand Hole Size: Minimum of 24" W 36" L X 36" D, fiberglass with lid capable of supporting a minimum of 50 PSI. Each hand hole shall have a minimum of 9 cubic feet of drain rock to allow for drainage of water.
    - c. Standard underground fiber duct, and duct color must be orange.
  - 5. Install locate messenger cable along with the conduit. Install locate posts with hand holes along the route per standard requirements.
  - 6. Conduit installation route
    - a. The entirety of the path between locations shall be 100% underground.
    - b. The entirety of the build including the duct, hand holes, and fiber optic cable are for exclusive District use.
    - c. Installation methods shall conform to relevant sections of Construction Specifications Institute Division 27 Communications.
    - d. Provide CAD map detailing the proposed route between the two locations. Note the locations of all route features including, but not limited to, hand holes, locating posts, and road crossings.

### B. <u>Shared Dark Fiber</u>

- 1. A 4" conduit will be provided by the District from the building MDF/MPOP to the property right of way.
- 2. At the termination points, provide and install a patch panel capable of terminating a total of 12 strands. Connector type shall be type LC for new

construction.

- 3. Provide OTDR testing and certification by the manufacturer and installer of the equipment as an installed system that meets all applicable outside pant standards for wide-area optical fiber.
- 4. Fiber optic cable shall be Singlemode, underground rated and armored.
- 5. Provide CAD map detailing the proposed route between the two locations.
- C. Lit Carrier Circuit
  - 1. A 4" conduit will be provided by the District from the building MDF/MPOP to the property right of way.
  - 2. District will provide wall/rack space and power for carrier handoff equipment.
  - 3. Circuit shall be capable of passing customer VLAN tags and, if possible, LACP frames.
  - 4. Customer handoff shall be Singlemode.

### 2.3 Permits

The contractor will facilitate and obtain required permits. The contractor will provide permits to the District as requested.

### 2.4 Maintenance

Bidders must provide annual cost for locating and maintenance services beginning July 1, 2025, or beginning at completion of the build, to June 30, 2028 with an optional 12-month extension through June 30, 2029. The contractor is responsible for locating and maintenance services during the construction phase.

This project may cross a MnDOT designated freeway. The bidder must submit verification that it is a recognized contractor with the ability to cross MnDOT right of way. The "owner of record" for spans that cross MnDOT right of way will be the maintenance provider for the duration of the maintenance agreement. The maintenance provider must be recognized by MnDOT for maintenance purposes.

### 2.5 Delivery

Bidders must describe a proposed project plan timeline. Services must be started by June 1, 2026.

The vendor will provide as-built drawings for each build, including features and final test results, to the District upon completion of the build(s). Describe any unique completion features.

### 2.6 Pricing

Bidders must submit complete pricing templates (Appendix G). State 'not applicable' for the builds you are not bidding on.

### 2.7 Customer Service

There must be a dedicated representative that is responsive to District needs. A

third-party subcontractor with IT infrastructure experience shall facilitate project planning, task management, and commissioning services (i.e., verification of installation and final testing). Selection of the subcontractor will be made in consultation with the District. The subcontractor will be paid by the contractor, however, project management must be a line item expense in the proposal.

Third-party subcontractors shall schedule and conduct monthly project update calls with the awarded bidder and District at the beginning of April 2025. Once construction commences, the meeting interval shall be at least weekly until project completion.

### 2.8 Business Experience

Describe up to three (3) projects of similar scope during the past 24-months. Similar projects will be relative in work performed as well as value with preference for those performed in other school districts. A contact reference including name, phone, and email should be provided with each example for reference check purposes.

### 2.9 Award

The District's intent is to award both builds to one contractor; however, multiple contractors will be chosen if pricing warrants.

### 2.10 Proposal Evaluation

By use of numerical and narrative scoring techniques, proposals will be evaluated by the District against the factors specified below. The relative weights of the criteria are based on a 100-point scale shown below. The School Board has the option to award more than one contract as well as reject all proposals.

Ref	Category	Max Points
А	<b>Proposed pricing-ERate eligible (including 10 year and 15 year terms)</b> The lowest bidder will receive full points, each bidder will be given a score proportional for deviation from the lowest priced proposal.	50
В	Delivery (turnaround time, organization of build(s), technical design)	30
С	References & Experience with similar builds	20

### 2.11 Term

The construction contract period is estimated to be from April 1, 2025 to June 1, 2026.

The maintenance contract period is from July 1, 2025 or beginning at completion of the build to June 1, 2026 with an optional one year extension through June 30, 2027.

### **SECTION III – PROPOSAL INSTRUCTIONS**

#### **PROPOSAL PREPARATION**

Follow these instructions to submit a proposal for the Wide Area Network Extension. Bidder must thoroughly review the entire proposal packet. Bidder must be thorough in their response; unclear responses may impact evaluation or deem the proposal unresponsive.

Organize your proposal documents as outlined below.

- 1) Bidder Profile (Appendix A)
- 2) Non-Collusive Certification (Appendix B)
- 3) Acceptance of Proposal Conditions (Appendix C)
- 4) Detailed Conditions and Specifications
  - a. E-Rate (see section 2.1)
  - b. Delivery (see section 2.5)
  - c. Pricing (see section 2.6)
  - d. Business Experience (see section 2.8)
  - e. Other items requested in the specification.

### **PROPOSAL SUBMISSION**

Submit a proposal, in digital format, to the event posted on Public Purchase. Hard-copy & emailed submissions will not be accepted.

The bidder has sole responsibility to ensure the proposal has been received by ISD#834 – Stillwater Area Public Schools. Bidder assumes the risk of submitting a proposal in digital format prior to the submission deadline. Proposals received after 2:00 pm local time on Tuesday, February 4th, 2025 will not be accepted, NO EXCEPTIONS.

**SECTION IV -**

# EXHIBITS A - B

# **APPENDICES A - G**

#### EXHIBIT A STILLWATER AREA PUBLIC SCHOOLS INSURANCE REQUIREMENTS

Coverage Limits				
Commercial General Liability (AI)(WS)	\$1.000.000	Each Occurrence		
	\$300,000	Damage to Rented Premises Each Occurrence Medical		
	\$5,000	Expense Any One Person		
	\$1,000,000	Personal and Advertising Injury		
	\$2,000,000	General Aggregate Per Project		
	\$2,000,000	Products & Completed Operations Aggregate		
(Including Completed Operations Explosion/Collapse/Underground Damage (as appropriate). Operations of Subcontractors Contingent Liability				

(Including Completed Operations, Explosion/Collapse/Underground Damage (as appropriate), Operations of Subcontractors Contingent Liability, Broad Form Property Damage. The Commercial General Liability policy must be on a Per Occurrence basis. The Commercial General Liability Aggregate Limit is to apply Per Project.)

#### If company vehicle is utilized in the delivery of services outlined in this agreement Commercial Automobile Liability (AI)(WS) \$1,000,000 Combined Single Limit

(Including Hired, Owned, and Non-Owned coverage. Personal automobile policy is acceptable.)

#### Unless otherwise exempt from carrying coverage Workers' Compensation (WS) Statutory

(Statutory coverage as required by state in which the work is to be performed. Exemption from carrying coverage generally includes being self-employed with no other employees, qualified self-insured, or not required to carry Workers' Compensation for other reasons. Please indicate if exempt when providing certificate.

Employers' Liability	\$500,000 \$500,000 \$500,000	Accident Limit Disease – Policy Limit Disease – Person Limit
<b>Professional Liability</b> (If providing licensed, professional service.)	\$1,000 000	Per Wrongful Act
Crimo and Eidolity Pond (Khandler and State	\$1,000,000	Aggregate

Crime and Fidelity Bond (If handling money or have fiduciary responsibilities for ISD 625 - St Paul Public Schools.)

(AI) = ISD 834 – Stillwater Area Public Schools as Additional Insured on a Primary and Non-Contributory basis.

(WS) = Waiver of Subrogation in favor of ISD 834 - Stillwater Area Public Schools.

Commercial General Liability and Commercial Auto Liability policies must list Independent School District No 834, Stillwater Area Public Schools as Additional Insured (AI) on a Primary and Non-Contributory Basis. Additional Insured status applies to Completed Operations as well.

Commercial General Liability, Commercial Auto Liability, and Workers' Compensation policies must provide a Waiver of Subrogation (WS) in favor of Independent School District No 834, Stillwater Area Public Schools.

All policies to be purchased from a carrier licensed to do business in the state of Minnesota and carry an A.M. Best rating of

A-VII or better. Certificate Description of Operations area must identify project or indicate "All Products & Services Provided by

the Named Insured".

Certificates of Insurance must be on file with ISD 834 - Stillwater Area Public Schools prior to commencement of work. A current certificate is required at all times – including the Completed Operations term. Renewal certificates are to be provided 30 days prior to expiration of certificate on file. Contractor must provide a 30-day Notice of Cancellation to ISD 834 - Stillwater Area Public Schools,

NOTE: If any subcontractors or sub-subcontractors are to be used, those entities must also meet the above insurance

requirements.

#### EXHIBIT B

### **IMPORTANT NOTICE - ELECTRONIC BIDDING SYSTEM**

Stillwater Area Schools is using Public Purchase, a FREE web-based e-Procurement service. To begin or continue to receive bid notifications as a current vendor you must complete the two-step registration. Please register as soon as possible so that you have uninterrupted access to our bids and the notification of our bids.

### **REGISTRATION INSTRUCTIONS:**

STEP 1: Register with Public Purchase:

Use the link below to begin the registration process. It can take up to 24 hours for your account to become active. You will receive an email from notices@publicpurchase.com letting you know your account is activated. Be sure to add this email address to your contacts to avoid the bid notification emails being sent to your junk folder. <u>https://www.publicpurchase.com/gems/register/vendor/register</u>

If you are already registered with Public Purchase, please proceed directly to step 2.

STEP 2: Register with Stillwater Area Schools:

- 1. Once you have received your activation email from Public Purchase log in to <u>www.publicpurchase.com</u> and accept the terms and conditions of use.
  - Click on the "Tools" tab located on the far right of the menu header.
    On the new list of sub-tabs, click on "Agencies"
- 4. Search for the agency Stillwater Area Schools Make sure the Registration Status field is set to "All"
- 5. Once you find the result, please click on the [Register] tab on the far right of the agency name.
  - 6. Complete the registration steps with the agency.

It is important that this second part of the registration is complete, or you will not receive notifications of upcoming quote opportunities from the Stillwater Area Schools. It is your responsibility to keep the information up to date, particularly the contacts and email addresses.

View our bids on Stillwater Area Schools homepage:

https://www.publicpurchase.com/gems/stillwatersd,mn/buyer/public/home If you need any assistance with this process, please contact Public Purchase at <a href="mailto:support@publicpurchase.com">support@publicpurchase.com</a> or use their Live Chat during business hours. It can be found in the upper left corner of the web site.

### **APPENDIX A – BIDDER PROFILE**

Business Contact Information	
Business Name	
Business Address	
Authorized Signer Name and Title	
Authorized Signer Email and Phone Number	
Sales Representative1 Name and Title	
Sales Representative1 Email and Phone Number	
Sales Representative2, if applicable Name and Title	
Sales Representative2, if applicable Name and Title	
Business Demographics	
Is your business women-owned?	
Is your business veteran-owned?	
Is your business at least 51% BIPOC owned and operated (Black, Indigenous, and People of Color)?	
General Business Information	
Number of Employees	
Years in Business	

School District or Company References	
School District/Company1 Name Contact Information (name, title, phone, email)	
School District/Company2 Name Contact Information (name, title, phone, email)	
School District/Company3 Name Contact Information (name, title, phone, email)	

### **APPENDIX B – NON-COLLUSIVE CERTIFICATION**

By submission of this bid/quote/proposal, the bidder certifies that:

- 1. The bid/quote/proposal has been independently arrived at without collusion with any other bidder, competitor, or Stillwater Area Public Schools staff.
- The bid/quote/proposal has not been knowingly disclosed by bidder, competitor, or Stillwater Area Public Schools staff to any other bidder, competitor, or District staff.
- 3. The bidder has not received information regarding competitor bids from another bidder, competitor, or District staff.
- This bidder has not been provided collusive information by others including Stillwater Area Public Schools staff, which may discriminate against a competitor.

This signature certifies that I have first-hand knowledge that there have been no collusive actions or activities regarding this bid/quote/proposal with this bidder.

Company Name

Print Name of Authorized Signer

Authorized Signature, Title

Date

BID/QUOTE/RFP NUMBER

### **APPENDIX C – ACCEPTANCE OF PROPOSAL CONDITIONS**

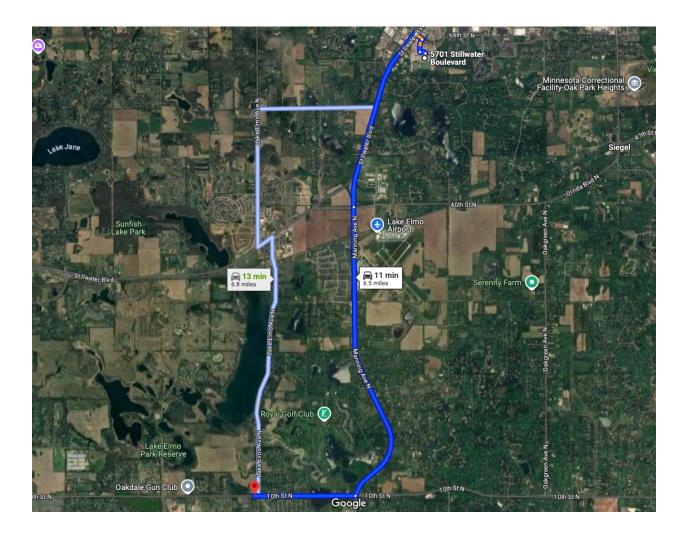
I, as a duly authorized signer of the business listed below, understand and agree to all terms, conditions, and specifications/scope of work described herein. The undersigned is hereby submitting a bid to Independent School District#834 – Stillwater Area Public Schools. The undersigned has clearly cited deviations or exceptions within the submitted bid and acknowledges that deviations and exceptions will be considered a conclusive and an official part of this proposal.

Business Name
Signature
Printed Name
Title
Date

#### **APPENDIX D – Site Picture**

"New Lake Elmo" Elementary 10928 10TH ST N LAKE ELMO, MN 55042

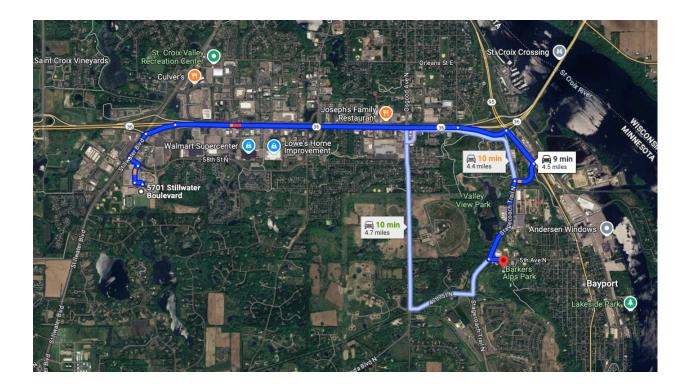




# **APPENDIX E – "New Andersen" Elementary**

1003 5TH AVE N BAYTOWN, MN 55003





### APPENDIX F – Stillwater Area High School 5701 STILLWATER BLVD N OAK PARK HEIGHTS, MN 55082



# **APPENDIX G – PRICING TEMPLATES**

# Pricing Template - Private Build (Primary) - E-Rate Eligible Location to Termination Location

(New Elementary School to Stillwater Area High School)

#### Vendor Name:

Product Manufacturer:

	Model	Quantity	Unit Cost	Total Cost
Permitting				
Lot				
Materials				
Lot (Provide List)				
Commissioning				
Boring Cost				
Per Foot				
Maintenance				
MTM Through 6/30/26				
Annual Through 6/30/29				
Project Management				
Payment & Performance Bond				

|--|

# Pricing Template - Dark Fiber - E-Rate Eligible

Service Dates 7/1/26-7/1/29

#### Vendor Name:

**Product Manufacturer:** 

	Model	Quantity	Unit Cost	Total Cost
2-Strands of Dark Fiber				
Annual Cost Location 1				
Annual Cost Location 2				

### Pricing Template - Shared Dark Fiber - E-Rate Eligible Service Dates 7/1/26-7/1/29

Vendor Name:

Product Manufacturer:

	Model	Quantity	Unit Cost	Total Cost
2-Strands of Dark Fiber				
Annual Cost Location 1				
Annual Cost Location 2				

### Pricing Template - Lit Circuits - E-Rate Eligible Service Dates 7/1/25-6/30/35

Vendor Name:

Product Manufacturer:

	Model	Quantity	Unit Cost	Total Cost
10 Gbps Lit Circuit				
Annual Cost Circuit 1				

Annual Cost Circuit 2		