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# METRO AREA NETWORK RFP

## Installation, Maintenance & Support

RFP #2012-17



# Evergreen Public Schools

### Information Technology

Administrative Services Center

*Prepared by*

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# Introduction

Evergreen School District No. 114  
13501 NE 28th Street  
PO Box 8910  
Vancouver WA 98668-8910  
Purchasing (360) 604-4084

January 30, 2012

REQUEST FOR PROPOSAL: METRO AREA NETWORK PROPOSAL; RFP #2012-17

PRE-PROPOSAL CONFERENCE: February 6, 2012  
Evergreen School District No. 114  
Administrative Service Center  
Teal Complex, Conference Room at 2:00 PM  
13501 N.E. 28<sup>th</sup> Street, Vancouver, WA

RFP OPENING: February 27, 2012  
2:00 PM

Your firm is invited to submit a proposal for Metropolitan Area Network Proposal. Your proposal must be submitted in a sealed envelope to the Evergreen School District Purchasing Department, Gold Complex, no later than 2:00 PM on February 27, 2012, to be considered.

Proposals will not be accepted from Proposers who cannot provide full warranty and service capabilities in the Portland /Vancouver Metropolitan area for all systems and infrastructure being proposed.

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# PURPOSE

Evergreen School District has over 40 School District sites using 29 gigabit Ethernet links connected to Centurylink's Geomax network. The network is dedicated to Evergreen School District, providing a Gigabit fiber interface to each site or campus. This network has been in place for four years and is entering the last year of a five year contract period.

The intent of this RFP is to install, replace, renew and/or upgrade this network through a multi-year contract provided through the competitive bid process. The secondary goal of this RFP is to take advantage of newer more cost effective technologies for transmitting data, voice and video services using quality of service (QoS) standards.

The purpose of this Request for Proposal (RFP) is to solicit bids for Metro Ethernet Network (MEN) or Metro Area Network (MAN) Gigabit services based on the attributes of:

- Standardized Services
- Scalability
- Reliability
- Quality of Service
- Service Management

Please note that while this RFP is not a request for Internet Service Provider services, it does request that new services must be designed to allow access to the Internet. Current Internet Services Access is through the Washington State funded K20 network.

The Evergreen School District also anticipates the addition of several new sites in the forthcoming years. At least two (2) and possibly up to five (5) new sites may be built in the next seven (7) years

In addition, the Evergreen School District will apply for funding through the Federal Communications Commission's Universal Service Fund also known as the "E-Rate program", as established by the FCC Order 97-157. Responders participating in this program must understand the terms and conditions of this program as it relates to the acquisition process. In addition, winning proposers must agree to complete all contract negotiation processes prior to the last allowable E-rate date: March 20, 2012.

Evergreen School District does not wish to eliminate any proposer from the competitive bid process. Therefore, Evergreen School District will entertain proposals from any organization whether they participate in the E-Rate program or not.

Thus, participation in the E-Rate Program is not a prerequisite for responding to this RFP.

The basis for this RFP is to provide an alliance with a vendor for services that will provide greater network functionality and availability at a lower total cost. Evergreen School District believes network planning and design, facility layout, along with implementation and operations support will be critical to the successful deployment of this new network.

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Responses to this RFP are to address:

- Timelines
- Outside Plant/ Building Infrastructure Configuration
- Physical Network Configuration
- Logical Network Configuration
- Voice, Video, and Data Services
- Quality of Service capabilities
- Network Monitoring & Management Services

Evergreen School District is seeking a turn-key installation of any Customer Provided Equipment (CPE) electronics and associated management software required to implement the services contemplated by this RFP. Proposers shall provide all labor, equipment, materials, permits, supplies, tools, transportation and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. Proposers MUST include in its price all associated items and elements of the proposed Services and Systems, including, but not limited to:

- Monthly Recurring Cost (MRC)
- Network Installation/Extension to District Site DMARC (“Last Mile”)
- Network design
- Engineering
- Permitting
- Equipment Delivery
- Equipment installation
- Testing
- Taxes and warranty costs

It is Evergreen School District’s intent that the entire installation be completed for the stated proposal price; any items omitted but reasonably necessary to accomplish this intent shall be furnished and installed by the Contractor at no additional cost to Evergreen School District.

Evergreen School District wishes to have this new network fully operational by July 1, 2012.

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## DISTRICT CONTACT

The Purchasing Department is the sole point of contact concerning this RFP. Please address all questions to Bill Thackeray, Purchasing Manager, [bill.thackeray@evergreenps.org](mailto:bill.thackeray@evergreenps.org), Connie Bosckis, Purchasing Lead, [connie.bosckis@evergreenps.org](mailto:connie.bosckis@evergreenps.org), and Kurt Gazow, Manager of Information Technology, [kurt.gazow@evergreenps.org](mailto:kurt.gazow@evergreenps.org).

### PLEASE MARK THE LOWER LEFT CORNER OF YOUR PROPOSAL WITH THE FOLLOWING:

RFP TITLE: METROPOLITAN ETHERNET NETWORK/METRO AREA NETWORK PROPOSAL  
RFP#2012-17

BID OPENING: February 27, 2012 – 2PM

PLEASE SUBMIT ONE ORIGINAL AND THREE (3) COPIES OF YOUR BID IN A SEALED ENVELOPE AS FOLLOWS:

By U. S. mail:

Evergreen School District No. 114  
Purchasing Department – RFP#2012-17  
PO Box 8910  
Vancouver WA 98668-8910

If you send via UPS:

Evergreen School District No. 114 Warehouse  
Purchasing Department – RFP#2012-17  
2205 NE 138th Avenue  
Vancouver WA 98684-7228

If you hand deliver:

Evergreen School District No. 114  
Administrative Service Center  
Purchasing Department, Gold Complex  
13501 NE 28th Street  
Vancouver WA 98682

Thank you for your time and interest in this proposal.

Sincerely,

Bill Thackeray  
Purchasing Manager  
Telephone: 360-604-4084  
Fax: 360-604-4101

Enclosure: General Instructions to Bidders Form A

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# SCHEDULE OF EVENTS

## TIMELINES:

<b>DATE:</b>	<b>EVENT:</b>	<b>DAYS:</b>
January 30, 2012	<u>RELEASE OF REQUEST FOR PROPOSAL FORM 470 POSTED ON USAC WEBSITE</u>	0
February 4, 2012	<u>QUESTION SUBMITTAL DUE DATE, 4PM</u>	5
February 6, 2012	<u>PRE-BID/PRE-RFP CONFERENCE, 2PM</u>	7
February 27, 2012	<u>BID/RFP OPENING, 2PM</u>	28
March 13, 2012	<u>BID/RFP AWARD OF CONTRACT</u>	43
March 19, 2012	<u>CONTRACT COMPLETION DATE</u> (Latest Allowable Date)	49
March 20, 2012	<u>FORM 471 POSTED ON USAC WEBSITE</u>	50
July 1, 2012	<u>INSTALLATION STARTUP (TARGET)</u>	153

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# Section 1 INFORMATION FOR PROPOSALS

## 1.0 SCOPE – GENERAL INFORMATION – PURPOSE OF PROPOSAL

### 1.0.1 Definitions

- Contract – this document
- Contractor – successful Proposer
- Contractor's Account Manager – Contractor's primary point of contact with District regarding contract administration
- Contractor's Lead Engineer – on-site project lead
- Contractor's Project Coordinator or Manager - Contractor's point of contact for projects
- Day/Days – business days, unless otherwise specified
- District- Evergreen School District #114, Vancouver, Washington
- District Project Coordinator - point of contact for District projects
- HDA ticket – tracking ticket/work order for District work
- Normal Business Hours – 8:00 a.m. to 5:00 p.m.
- Project – defined in the Purchase Order and HDA ticket
- Proposal – response to this RFP
- Proposer – responder to this RFP
- Purchase Order – project description and cost
- RFP – Contract
- Specifications – District standards (see Section 1)
- MAN – Metropolitan Area Network
- MEN – Metropolitan Ethernet Network
- Geomax – Centurylink provided MAN/MEN

### 1.0.2 General

Establish a long term Contract for installation and support of a gigabit backbone for Evergreen School District sites.

## 1.1 TERM OF AGREEMENT

The initial Contract period will be from July 1, 2012 through June 30, 2014. The Contract may be extended for up to three (3) optional one (1) year extensions if mutually agreed to by District and Contractor, for a total maximum contract duration of five (5) years. Furthermore, the Contract is subject to no less than thirty (30) days written cancellation notice by the Contractor or the District's Purchasing Department.

### 1.1.1 Questions

- 1.1.1.1 Questions regarding this RFP must be submitted prior to the Pre-Proposal Conference. Questions received in time will be answered, if possible, at the Pre-Proposal Conference. Questions received at and following the Pre-Proposal Conference will be answered in writing to the questioner and all qualified Proposers based on the subject matter. Any responses will be posted to the District RFP website for reference by all respondents.

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1.1.1.2 Questions received after the deadline for questions stated above may or may not be answered at the discretion of the District. Whether answers are provided orally or in writing, they shall not be construed to amend or modify the requirements of this RFP. The District Purchasing Department will issue as written addenda any changes to this RFP.

1.1.1.3 Questions for clarifications regarding this RFP must be directed by e-mail only to all personnel referenced under District Contacts on page 10. Questions directed to other District personnel, unless so directed by the Purchasing Department Manager, will not be considered as official and will not receive a response.

### **1.1.2 Pre-Proposal Conference**

A Pre-Proposal Conference will be conducted on the date, time, and location indicated on the cover page. Conference attendance is optional, but highly encouraged. Failure to attend will not result in Proposal disqualification.

### **1.1.3 Proposal Due Date**

Proposals must be received in the above office no later than the date and time indicated on the **Schedule of Events**; any dates in this document different from that page should be confirmed by this schedule. Proposals received after the time or date listed on the cover page shall not be considered, and will be returned unopened.

### **1.1.4 News Releases/Publicity**

News releases or any other external or internal publicity pertaining to Evergreen School District, this RFP or the project to which it relates shall not be made without prior written approval of Evergreen School District, and then only in coordination with designated Evergreen School District personnel.

### **1.1.5 Project Scope**

As stated before, this project is to replace, renew and/or upgrade the existing Metropolitan Area Network. The intent is to maintain the existing network while moving to the new network, ensuring minimal downtime during the transition.

### **1.1.6 Cooperative Work Between School Districts and Public Agencies (Interlocal Agreement)**

This RFP has been prepared to meet the requirements of Metro Area Ethernet network/ Metro Ethernet Network for the Evergreen School District. In accordance with the Revised Code of the State of Washington, RCW 39.34, the District will be happy to cooperatively work with any/all other local School Districts that may want to purchase under this RFP. Each School District will be responsible to enter into an Intergovernmental Cooperative Purchase Agreement with the District, which must be executed by the District Board of Directors and each participating School District's board of directors. Each participating School District or public agency will be responsible to work directly with the awarded vendor(s) to complete all paperwork and order expediting to ensure that delivery and other requirements are met. The District will not charge any administrative fee for service.

### **1.1.7 Agency Exclusion**

The successful Proposer(s) has the right to totally exclude all other agencies or establish reasonable minimums and/or maximums for other agency use. Any limitations must be clearly stated in your submittal to this request.

### **1.1.8 Contracts with Other Agencies**

Notwithstanding any limitations or exclusions, it shall be assumed that the successful Proposer(s) will extend said Contract to all other agencies during the life of this Contract, as awarded. These agencies shall have the power and authority to Contract direct with the successful firm under the terms and conditions of this Contract, if desired. The successful Proposer(s) may make an additional charge for delivery, if applicable, outside the District.

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## 1.2 OVERVIEW

Listed below is a description of the current network layout. Please see Attachment B for a Physical layout as described below.

Evergreen School District currently has 40 sites interfaced with Gigabit Ethernet in a MAN configuration. The MAN is monitored and managed by Centurylink. Centurylink provides a Cisco layer 2 switch at each location except the Administrative Service Center (ASC). ASC is a District hub location for the District MAN/MEN and uses a Nortel switch as an aggregation point and for handoff to a District Cisco 6500 switch.

All sites land on the Cisco 6500 series switch at the ASC location. Other ASC Campus area sites are served by School District owned fiber links to the MMG site as well as others in the immediate vicinity of the ASC.

The MMG site is the interface location for the Campus area which includes Burton Elementary School, Cascade Middle School, Evergreen High School, Early Childhood Center, Legacy High School, Transportation Department, McKenzie Stadium, and Central Receiving. This location uses a Cisco 6500 series switch with fiber connections to each of the Campus sites. Each Campus site has a gigabit link to the MMG site. Connectivity to the Centurylink MAN/MEN network is provided by District-owned fiber between the ASC and MMG sites.

The MMG site also serves as the interface location for Internet Access for the entire Evergreen School District. Internet access is through a 500Mb connection to the State of Washington K20 network.

Besides the Campus area listed above, four other sites are on co-located campuses and share a gigabit Ethernet connection. These include Clark County Vocational Skill Center/Maintenance Department and 49<sup>th</sup> Street Academy/Burnt Bridge Creek Elementary. Two additional campus environments exist where each site is served by its own 1GbE link: Pioneer Elementary and Frontier Middle; Illahee Elementary and Shahala Middle.

All other Evergreen School District sites have independent gigabit Ethernet links, even though there are several locations with co-located School sites on the same campus, as noted in the previous paragraph.

This network is to remain fully functional before, during, and after the cut-over phase.

## 1.3 CURRENT NETWORK EQUIPMENT

The vendor's equipment will interface with the existing Evergreen School District provided Cisco Ethernet Equipment. See Attachment A for the Model of existing Cisco equipment at each site.

## 1.4 OPTIONS FOR NETWORK MANAGEMENT

Metro Ethernet Network or Metro Area Network management capability is required for the Evergreen School District performance and availability. The Management system will need to address; Bandwidth management, usage and uptime reports, including District access and security issues. Any additional software modules needed to manage the MEN/MAN services should be included or specified as an option. Section 1.5 discusses this in detail.

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## 1.5 GENERAL NETWORK REQUIREMENTS

### 1.5.1 Overview

Proposers shall provide:

- 1.5.1.1 A one-page summary of their current IP or Ethernet based service provider network infrastructure. This summary should include information such as the make, model, and version number of all major infrastructure (i.e. service node) equipment.
- 1.5.1.2 A summary of their various MEN/MAN and WAN product offerings and their intended use.
- 1.5.1.3 A network topology diagram of the regional network backbone. This diagram should detail how the network is meshed. Also, vendors shall detail all plans to change the network with respect to the response of this RFP.

### 1.5.2 Standard Service Levels

Proposers shall provide information on:

- 1.5.2.1 Normal service or bandwidth guarantees.
- 1.5.2.2 “Over subscription” percentage (%) allowed. (NOTE: In this context over subscription means the ratio of upstream bandwidth as compared to downstream bandwidth at an aggregation point if there are any, this is sometimes called a blocking ratio or overbooking.)
- 1.5.2.3 The type of bursting supported by the network (up to access speed, up to port speed and duration). Describe how packets that go above any burst limits are handled.
- 1.5.2.4 The maximum latency on your Metro Ethernet network and what will contractually be committed to.
- 1.5.2.5 General Quality of Service (QoS) and bandwidth allocation terms.

### 1.5.3 Service Level Agreement (SLA)

The nature of Evergreen School District’s business is integrated such that its communication network is critical to the day-to-day operation of all aspects of the District. Consequently, the reliability and redundancy of the network are of crucial concern.

Proposers shall:

- 1.5.3.1 Describe all major failures that have occurred on your data network in the past three years. Also, please describe major outages including the recovery time for each failure.
- 1.5.3.2 Discuss any procedural changes implemented during the past three years to eliminate or minimize major failures in the future.
- 1.5.3.3 State the average customer outage time resulting from major failures.
- 1.5.3.4 Outline policies and procedures for interfacing with customers in the event of a major failure.
- 1.5.3.5 Delineate how network reliability is measured and reported.
- 1.5.3.6 Describe the scheduled maintenance program.
- 1.5.3.7 Describe policies and procedures if the guaranteed latency for the network is not met.

### 1.5.4 Service Options and Availability

Evergreen School District is interested in what levels of services can be provided now or in the future beyond 1 gigabit, as well as current available service levels on a per site basis.

Proposer shall:

- 1.5.4.1 Describe local access options and requirements for this service. (Please see Attachment A for a list of locations.)
- 1.5.4.2 Indicate service availability and pricing for each site.
- 1.5.4.3 Identify what access speeds are available.
- 1.5.4.4 Identify average physical and logical port provisioning time for new service.
- 1.5.4.5 Identify average time to change Port speed, if for example Evergreen School District wanted to

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convert from 1gbps to 10gbps.

- 1.5.4.6 Identify On-line network monitoring capabilities. Provide information on this capability and indicate whether there is an SNMP interface.
- 1.5.4.7 Identify types of network performance and utilization reports provided. State if these reports are a cost or no-cost item. If there is a cost it must be shown on the pricing sheet for the various options.
- 1.5.4.8 Identify current capability to support applications via IP or Ethernet with reference to Voice over IP (VoIP), video or IP, and data
- 1.5.4.9 List, if applicable, the maximum number of available QoS queues provided with each service, if not unlimited

### **1.5.5 Emerging Technologies**

It is important that Evergreen School District remain fully informed of new technological developments in the area of voice, video and data communications. Describe the process that will be implemented to allow for a technology liaison between the Evergreen School District and your organization.

Proposer shall:

- 1.5.5.1 Describe the provided services for voice, video, IPTV, and data over IP/Ethernet.
- 1.5.5.2 Describe how Evergreen School District might be involved in emerging technology field trials.

### **1.5.6 Network Management Reporting**

1.5.6.1 Vendors shall list and supply examples of statistical and graphical network management reports that can be provided on a monthly basis. Monthly reports should include summary and detail reports of all network outages, network availability, capacity plans, load balancing, equipment inventories, problem determination and continuous improvement efforts. Specify all charges (if any) for custom reporting services. If any of these Management capabilities are not available the Proposer should indicate when they might be available or recommend an alternative way for Evergreen School District to achieve the reporting goal. For example a vendor may have a consulting group that can offer a turnkey management solution or a remote Network Operations Center (NOC) service.

1.5.6.2 Vendors shall provide examples of specific reports that cover the following metrics:

- Link Utilization or Usage
- Burst or Broadcast Statistics
- Link error or health statistics. (framing, CRC, etc.)
- Dropped or discarded packets.
- Latency or Delay

### **1.5.7 Network Management Capabilities**

1.5.7.1 Vendors shall define available services to Evergreen School District which allow real time visibility into the network performance metrics.

1.5.7.2 Vendors shall define other services available to Evergreen School District that allow real time visibility into other areas of the network for services provided to Evergreen School District.

Describe the ability to provide:

- SNMP polling / trap reception access to information
- RMON access
- Management information provided via a separate link to carrier (out of band)
- Link up / down status alarms
- Link fail-over or re-route alarms
- Utilization thresholds exceeded
- Advanced notification regarding planned work / maintenance.

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## **1.5.8 Metro Ethernet/Area Network Specifications**

### **1.5.8.1 Project Value**

Before submitting a proposal, the Proposer shall consider the magnitude of work to be done and the difficulties involved in its proper execution. Proposer shall include in any proposal all costs necessary to cover all contingencies essential to the proper installation of any system, equipment/hardware or service proposed.

No claims for compensation will be allowed for extra work resulting from ignorance of any existing condition on the part of the Proposer.

### **1.5.8.2 Site Requirements**

All sites are connected with gigabit Ethernet. It is the intent to replace this bandwidth with equal or higher speeds. (See Attachment B)

1.5.8.2.1 Sites will require a minimum of a gigabit Ethernet connection. Committed Information Rates may vary as required by the site.

1.5.8.2.2 The handoff will be through an Evergreen School District approved medium, typically a standard fiber or copper connector.

1.5.8.2.3 The Proposer will indicate any additional services or features that are bundled with the Metro Ethernet/ Metro Area service.

1.5.8.2.4 There will be no vendor supplied "routing" intelligence at the campuses; it is expected that the connection will be a simple Layer 2 only connection.

## **1.5.9 District Office Requirements**

The following are the District office requirements; the Proposer should indicate how they will meet each requirement. If the vendor has a superior method they may offer it as an option but will still be required to describe how they meet each item.

1.5.9.1 The District office will require a minimum of two connections into the MEN/MAN network to support all the campus access. This will be two independent links entering Evergreen School District provided conduit from two different directions.

1.5.9.2 The District will need to be able to differentiate between the various campuses in terms of traffic flow. This could be accomplished by multiple point-to-point physical links between the campuses and the District Office or via some Virtual technology such as Optical Wavelength switching, MPLS or some other "partitioning" scheme. Please describe in detail how this will work in their proposal.

1.5.9.3 Network intelligence, routing and security will occur at the District Office.

1.5.9.4 The Proposer will indicate any additional services or features that are bundled with the MEN/MAN Ethernet service.

## **1.6 PROJECT MANAGEMENT**

The District manages all major projects utilizing formal project management processes. Contractors shall conform to the District's practices and guidelines.

- Project Manager's name and contact information
- Project schedule (Gantt chart)
- Cut sheet (District will approve format)
- Project description (to confirm Contractor's understanding of HDA ticket)
- Project plan (Project Management Plan on large projects)
- Itemized cost sheet(s)
- Materials lists

### **1.6.1 District Project Coordinator**

The District Project Coordinator is the point of contact for all District Projects, unless otherwise specified.

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The District Project Coordinator is authorized to approve Project work and billing, to give notices, and to carry out other District activities regarding the Contract except approve amendments to the Contract. The District Project Coordinator shall act as technical liaison between the District and the Contractor, and have the following responsibilities during the project:

- Provide Project management for District's activities related to Projects.
- Review and approve all Contractor work and materials used.
- Prepare and approve all HDA tickets. Review, document, and approve all changes to approved HDA tickets.
- Witness and attest to testing and cut over.
- Review and approve Contractor's final project documentation.
- Conduct all inspections, prepare punch lists, and perform re-inspections and final acceptance of Projects.
- Recommend payment of invoices.
- Prepare, approve, and process all Project documentation, prints, diagrams, implementation plans and design specifications.
- Call, attend, and facilitate Project meetings.
- Support District with proper management and Project administration to ensure quality Projects, performance specifications, budget success, and schedule compliance.

### **1.6.2 Account Manager**

The Contractor shall assign an Account Manager to be the primary point of contact with the District on matters regarding Contract Administration and other duties described in this RFP.

### **1.6.3 Project Manager**

- Contractor warrants that all contracted work shall be managed, to Evergreen School District's satisfaction, by a qualified and designated Contractor project manager, who shall:
  - a) attend all scheduled project status meetings;
  - b) be available to Evergreen School District at all reasonable times;
  - c) be responsive to Evergreen School District's questions, problems and/or concerns;
  - d) be on-site at scheduled times to inspect work progress; and,
  - e) be on-site during critical phases of work, including Metro Ethernet systems testing, cutover and first day in service.
- The designated Contractor project manager for this project, whose name and phone numbers (office, cellular, home and pager) shall be provided to Evergreen School District prior to initiation of any on-site work under any contractual Agreement, shall:
  - a) be Contractor's single-point-of-contact to Evergreen School District ;
  - b) have overall responsibility for all contracted work until total project Acceptance; and,
  - c) have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.
- Contractor's project manager, or appropriate Contractor designee, shall be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.
- The Contractor shall assign Project Managers as necessary, to perform duties as assigned in this RFP. All Projects shall require a Project Manager. The District shall pre-approve individuals assigned as Project Managers.

The Contractor's Project Manager shall:

- Maintain communication with the District Project Coordinator and be available by pager or cellular

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telephone at any time Contractor personnel are working on an assigned Project.

- Maintain currency on the status of assigned Projects.
- Generate and distribute meeting minutes.
- Keep the Contractor's Account Manager and District Project Coordinator informed as to Project status and any problems encountered in performing the work.
- Have the authority to represent the Contractor during the course of Projects.
- Oversee a qualified installation, repair, and testing team for assigned Projects.
- Attend all required Project meetings.
- Maintain accurate Project files including documentation, prints, testing records and billing records.
- Respond to all inquiries from District Project Coordinator in a timely manner.
- Prepare and submit progress reports.

If any conditions arise which are likely to cause or are actually causing delays, provide notice to District Project Coordinator immediately upon the occurrence of such condition. Document the effect, if any, of such condition on the schedule.

#### **1.6.4 Lead Engineer**

The Contractor shall provide a skilled and experienced Lead Engineer, one of who will be present on site for each Project. The Lead Engineer shall supervise all other engineers and technicians assigned to a Project, and will serve as the point of contact for the Project. The Lead Engineer shall be available by pager or cellular telephone any time they are working on a District Project.

#### **1.6.5 Contractor Responsibilities**

The Contractor shall not begin performance of the Project until the execution of a Contract and subsequent receipt of an approved Purchase Order and HDA ticket. Project work performed and materials acquired by the Contractor prior to the execution of a Contract or approval of a Purchase Order and HDA ticket shall be solely at the Contractor's risk. Upon execution of a Purchase Order and HDA ticket, the Contractor shall supply all materials, tools, and resources necessary to fulfill its obligations under the Contract.

The Contractor shall be responsible for providing all labor, materials, equipment, warehousing, transportation, installation, testing, necessary service, incidental parts, components, and accessories required to perform the Project in accordance with all District performance standards, and Washington State, City of Vancouver, and Clark County health and safety regulations. Failure of the Contractor to not include a required item or task in its quote shall not be justification for additional payment unless prior-approved by the District.

#### **1.6.6 Drawings**

The Contractor shall verify all dimensions at the site and be responsible for their accuracy.

## **2.0 SCHEDULING**

### **2.0.1 Standard Scheduling**

The Contractor, working with the District Project Coordinator, will determine the actual Project schedule and direct the exact timing for installation of the various Project elements, working closely with the District's Project Manager to insure that schedule elements required by the District are included in the overall plan. The Contractor may be required to participate in weekly Project status meetings and provide necessary scheduling information in a timely manner for all assigned Projects. The Contractor will not perform any work for the District without written authorization.

### **2.0.2 Project Scheduling**

The Contractor shall be responsible for insuring that the Project implementation schedule meets the District's schedule for each assigned Project. All Projects shall follow a similar schedule and critical path

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as listed below. Modifications shall be reported to the District Project Coordinator in Project progress reports and/or by direct contact.

- District issues Purchase Order for proposed project(s).
- Pre-construction meeting, if necessary.
- Site survey, if necessary.
- Costs estimates and submittal of information required by HDA ticket.
- Final Purchase Order with costs approved by the District Project Coordinator.
- Installation.
- Contractor's pre-cutover testing and quality assurance inspections, if necessary.
- Cutover.
- Contractor's final testing and quality assurance inspection.
- Request for Acceptance to District.
- Acceptance testing and/or inspection by District, if necessary.
- Punch list, if necessary and clearance of punch list items.
- As-Built and testing documentation submitted to District.
- Final acceptance by District.
- Contractor invoices for the Project.

NOTE: The District may waive any of the above steps for any Project based on its complexity.

## 2.1 PROGRESS REPORTS

Contractor shall submit progress reports during the implementation of Large Projects, or upon request. Written Project Reports should include the following:

- An updated Project schedule and a written summary of progress.
- Scheduled versus actual overall percentage complete.
- Major changes in the schedule that could impact completion dates.
- Impact of any change orders on the Project cost, design, and/or schedule.
- Other Project information as requested by the District Project Coordinator.

### 2.1.1 HDA Follow-up

Follow up with District Project Coordinator on all HDA tickets on the following business day to ensure that service is repaired or restored to the District's satisfaction.

## 2.2 MATERIAL TITLE AND HANDLING

### 2.2.1 Material Ownership and Responsibility

The Contractor will supply and maintain ownership of, and title to, all Contractor-supplied materials furnished for a Project and shall be responsible for security of all materials until installation acceptance, including those that might be provided by the District for the Project. The Contractor shall be responsible for logistics and staging in such a manner as to comply with Project schedules.

### 2.2.2 Shipment, Delivery, and Handling of Material

The Contractor shall make all necessary arrangements for shipment, delivery, and handling of all materials and hardware to the District's facilities and installation location. The Contractor shall bear the risk of loss, damage, or destruction of equipment furnished under the Contract. All material costs shall be quoted and invoiced as F.O.B. (Free on Board) the installation site. The District will not be liable for

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separate shipping, handling, and/or warehousing costs.

### **2.2.3 District-furnished Materials**

The District may furnish some materials for Projects. This would be on a case-by-case basis and outlined in the HDA ticket.

## **2.3 SAFETY**

All Project work shall be performed in a safe and timely manner. Contractors shall report any unsafe situations, work practices or conditions to the District Project Coordinator immediately upon discovery and prior to proceeding further with the Project. Contractors shall take all necessary safety and other precautions to protect all persons and property from damage or injury arising out of the performance of the Project work. Contractors shall comply strictly with all local, municipal, state, and federal laws, orders and regulations pertaining to health or safety that are applicable to the Contractor or to the Project, including without limitation to the Occupational Safety and Health Act of 1970. All materials, equipment, and facilities furnished by the Contractor in connection with the performance of the Project shall comply therewith. At all times while any of the Contractor's employees, agents, or Sub-Contractors are on District Premises, the Contractor shall be responsible for providing them with a safe workplace. The Contractor shall inspect places where the Contractor's employees, agents, or sub-Contractors are or may be present on District premises. The Contractor shall take prompt action to alleviate danger in any areas that are or may become an unsafe place for their employees and/or District employees, agents, Contractors, or sub-Contractors.

## **2.4 PROJECT ACCEPTANCE**

### **2.4.1 Requesting Project Acceptance**

All materials and work shall be demonstrated as compliant with the Contract to the Evergreen Project Coordinator's satisfaction. The Contractor shall, by requesting Project acceptance, be certifying the following:

- All work required in the HDA ticket has been completed;
- That the work is fully in compliance with the requirements of the Contract.
- That all final observations and testing have been completed.
- All deficiencies noted during the final observation and testing have been completed.
- All testing, record drawings and documentation have been provided.
- Cleanup and any restoration work required have been completed.

### **2.4.2 Acceptance Process**

Acceptance of projects includes the following steps. The Evergreen Project Coordinator may waive some of these steps for specific projects or types of projects in the HDA ticket.

- Contractor will notify the Evergreen Project Coordinator in writing that it has completed the Project, to include completion of its testing and Quality Assurance inspection. Any required deliverables (as noted below or required by the HDA ticket) will be included with the notice.
- The District will verify that the requirements of the HDA ticket have been met and that the work adheres to the requirements of the Contract. The District may waive its right to inspect the work, or have it inspected by a third party, or issue an Acceptance Certificate at this point.
- Deficiencies found by the District Project Coordinator will be documented in a punch list, which will be provided to the Contractor within three business days of the District's inspection.
- Contractor will immediately correct deficiencies documented in the punch list and advise the District when all corrections have been made.
- The District will re-inspect the work and approve corrective action or notify the Contractor of additional corrective actions required. This inspection/re-inspection process will continue until all noted deficiencies are corrected. It is the District's intent that re-inspections be the exception rather than the rule. Repeated failure to timely correct punch list items may result in cancellation of the Contract.

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- If there are no deficiencies found, or once deficiencies have been corrected to the District's satisfaction, the District Project Coordinator will issue an Acceptance Certificate.
  - On receipt of the Acceptance Certificate the Contractor may invoice the District for the Project. Invoices received prior to acceptance may be returned without payment.
  - Warranty will begin the day following the date of the District's Acceptance Certificate.

## 2.5 COOPERATIVE WORK

Contractors should expect to work with other firms and individuals that may be performing other tasks within the same workspace, some of which may impact the ability of the Contractors to do their work. Contractors are expected to work in coordination and cooperatively with these other firms and individuals, to include scheduling their work with the work of others as necessary. Should the work of others delay or threaten to delay a schedule established in the HDA ticket, the District Project Coordinator will be immediately notified.

## 2.6 PERSONNEL STANDARDS

The District shall have the right to require that the Contractor replace specified personnel working on Projects who, in the District's sole judgment, jeopardize quality, costs, safety, the District's work environment, or the schedule. The District maintains a professional workplace, and Contractor's employees shall dress, act, and perform in a manner that does not detract from this environment. All Contractor employees shall conspicuously display badges or forms of identification which include, as a minimum, the Company name, the employee's name, and the employee's photo. The District may also require that individual employees pass a District Security Check. These requirements also apply to sub-Contractor personnel.

## 2.7 LICENSES AND PERMITS

The Contractor and its employees, and any sub-Contractors used by the Contractor must hold all licenses and permits required by all appropriate governing authorities. The Contractor shall obtain all construction or building permits required to perform the Project, and shall include the cost for same as part of its quote against the HDA ticket.

## 2.8 DISTRICT PREMISES

Access to all District premises must be pre-approved by the District Project Coordinator. Communication procedures will be provided to the Contractor's Project Manager for distribution to any other appropriate Contractor staff.

### 2.8.1 Site Check-in

During School hours, any non-student visitor to District School premises shall first go to the office and check in with the School premises administrator or his/her designee.

### 2.8.2 Student Contact

When work is being performed at a premises in active School use or where there is a likelihood of contact with children, Contractor shall not permit access of any of its employees who have pled guilty to or have been convicted of any felony crime specified in RCW 28A.400.322.

### 2.8.3 Drug-Free Workplace

Contractor shall fully comply with all applicable federal, state, and local laws and regulations regarding a drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from any work on District premises.

### 2.8.4 Non-Smoking Environment

Pursuant to RCW 28A.210.310, the District Board of Directors has established a policy that smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all District property.

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## 3.0 REGULATORY REFERENCES

### 3.0.1 Rules and Requirements

All work and materials shall conform in every detail to the rules and requirements of the National Fire Protection Association, the National Electrical Code and present manufacturing standards.

### 3.0.2 UL Label

All materials shall be listed by UL and shall bear the UL label. If UL has no published standards for a particular item, then other national independent testing standards shall apply and such items shall bear those labels. Where UL has an applicable system listing and label, the entire system shall be so labeled.

## 3.1 DOCUMENTATION

The Contractor shall produce and supply the following items prior to final acceptance for each Project (based on the type of Project and as noted in the HDA ticket). Format for soft copies will be as agreed to by the District Project Coordinator. All hard copy documents shall be provided as specified by the District Project Coordinator.

- Record drawings (soft and hard copies).
- As built drawings (soft and hard copies).
- Documentation of cable routing.
- Documentation of distribution frame terminations.
- Optical power meter and optical power source for all fiber optic installations, and /or Optical Time Division Reflectometer (OTDR), and /or data and power loss calculations, as appropriate.

## 3.2 MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billing to the District. The District, or its authorized representative, shall inspect, audit, and copy with reasonable notice any records of the Contractor regarding its billings or work. The Contractor shall retain these records for inspection, audit, and copying for three (3) years from the date of Project.

## 3.3 STANDARDS FOR INSTALLATION OF FIBER CABLE INFRASTRUCTURE

Evergreen School District has established standards for infrastructure cabling. All Cabling will adhere to the following standards.

### 3.3.1 Installs

Perform all installation work in a neat, high-quality manner and in conformity with local, state, and federal building codes.

### 3.3.2 Cable Routes

Field-engineer all cable routes to avoid obstruction by ducts and other materials in the ceiling plenum space.

### 3.3.3 Fire Stops

Fire stop all core holes and sleeves used for riser-and tie-cable installation between floors or through fire-rated walls.

### 3.3.4 Cable Suspension

Permanently suspend any cable not installed in conduit or cable trays from the building structure. Heavy cables or bundles of more than ten (10) station cables must be suspended via J-hangers or other suspension mechanisms provided and installed by the Contractor and accepted by the District. Small bundles, up to ten (10) station cables, may be suspended from the special wires shot into the structure for that purpose.

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### **3.3.5 Cable Slack**

Provide sufficient slack to completely wrap fiber cable within each manhole/hand hole and rack the cables when racks are available. Identify each cable in the manhole/hand holes.

### **3.3.6 Unused Conduits**

Plug and seal all unused conduits, including all used and unused inner ducts in manholes and building entrance facilities. Clearly mark and label identity of each cable at each end, splice points, in manholes/hand holes, pull boxes, and entrance facilities. Cable routes must be field-engineered to avoid obstruction, spare ducts and other facilities.

### **3.3.7 Bend Radius**

Place cables with sufficient bending radius so as not to degrade the signal-carrying capacity, nor to kink, shear, or damage the outside sheath or inside strands or wires.

### **3.3.8 Tension Specifications**

Adhere to manufacturer's pulling tension specifications for installing cable, so as not to stretch the cable or reduce optical performance characteristics.

### **3.3.9 Optical Fiber Cables**

Place all optical fiber cables in inner duct in conduit systems, in cable tray locations and in exposed area of the MDFs.

### **3.3.10 Fiber Installation**

Fiber optic cables shall be installed in conduit in building riser pathways, in cable tray and/or free-air as determined by the District Project Coordinator or identified on the drawings. Backbone inter-building copper and fiber optic cabling shall be installed via conduit. The fiber optic cable shall be preceded by the installation of a plastic inner duct through which the cable will then be pulled. Refer to the sub-section below which details inner duct requirements.

### **3.3.11 Fiber Optic Standards**

- ANSI/IEEE C2 - National Electrical Safety Code
- NFPA 70-1999 - National Electrical Code
- DILHR Chapter 16 - National Electrical Code
- TIA/EIA Standards 526-14A (OFSPT-14), 526-7 (OFSPT-7)
- IEEE/ANSI 142-1982 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- All applicable State and Local Codes
- NFPA 70 National Electrical Code, 1999 Edition
- BICSI TDMM (Telecommunications Distribution Methods Manual), 10th Edition 2003
- ANSI/TIA/EIA-568-B.1 Commercial Building Telecommunications Cabling Standard, including addendums 1 through 4
- ANSI/TIA/EIA-568-B.3 Optical Fiber Standard, including addendum one
- ANSI/TIA-942, Telecommunications Infrastructure Standard for Data Centers, April 2005
- ANSI/TIA/EIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces, 2003
- ANSI/TIA/EIA-606-A The Administration Standard for the Telecommunications Infrastructure of Commercial Building, 2002
- ANSI/TIA/EIA-607-A Commercial Building Grounding and Bonding Requirements for Telecommunications, October 2002
- TIA/EIA TSB-72 Centralized Optical Fiber Cabling Guidelines, October 1995

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- TIA/EIA TSB-125 Guidelines for Maintaining Optical Fiber Polarity Through Reverse-Pair Positioning, 2001
  - TIA/EIA TSB-140 Fiber System Certification – Additional Guidelines for Field Testing Length, Loss, and Polarity of Optical Fiber Cabling Systems (Work in Progress)

### **3.3.12 Existing Equipment**

Do not use existing ceiling wires, plumbing, conduits, sprinkler pipes, or air handling structures for attachment of cables.

### **3.3.13 Separation**

Maintain at least twelve (12) inches separation between all structures and exposed areas of the MDFs.

### **3.3.14 District Property Replacement**

Replace ceiling tiles or other property broken or defaced by the Contractor during the installation to the satisfaction of the District.

### **3.3.15 Clean Work Areas**

Keep the work area free of debris, trash, empty cable reels, scrap wire, etc., and dispose of them on a daily basis.

### **3.3.16 Inspection Prior to Installation**

Verify location and routes, outlet locations, and other dimensions on the electrical and cabling drawing by inspecting the site prior to installation.

### **3.3.17 Work Delay or Stoppage**

Advise the District Project Coordinator immediately of any conditions that might delay or impede the Project or affect the quality of the Project work. Proceed with the questionable segment only after obtaining approval from the District Project Manager.

### **3.3.18 Required Documentation**

Provide documentation as required, and as required by the HDA ticket.

## **3.4 STANDARDS FOR QUALITY AND PERFORMANCE**

### **3.4.1 District Standards**

The District has established a standard for quality and performance. Unscheduled, vendor-caused network outages are unacceptable. Changes to network configurations, including upgrades, without prior IT Management approval are not allowed.

### **3.4.2 Alternate Product Criteria**

Contractors can offer alternate products, but are advised that the basic performance and operation criteria established in the specifications shall be the prime consideration in the evaluation of all Proposals.

### **3.4.3 Contractor Product Proposal**

Contractors may, however, propose products that they consider equal in performance and quality to that specified. The District's determination as to whether or not the proposed products meet the specifications shall be final and conclusive.

### **3.4.4 Contractor Equipment Responsibility**

All cables and related termination, support and grounding hardware shall be furnished, installed, wired, tested, labeled, and documented by the Contractor, as detailed in this document.

### **3.4.5 Contractor Labor and Materials**

The Contractor shall provide all labor and materials necessary to construct the system as described herein. This includes, but is not limited to, furnishing and installing cable, cable supports, inner duct,

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racking and termination components, termination, testing, labeling and documentation.

## 4.0 SERVICE PROVISIONING

- 4.0.1 The vendor shall be responsible for accurate and timely provisioning of all data communications networks services and segments, including local access and termination. The selected vendor will be responsible for processing the entire order (i.e., Evergreen School District order through successful installation) from premise-to-premise, DEMARC to DEMARC.
- 4.0.2 Evergreen School District will assume responsibility for coordinating installation at each location of any required LAN equipment. However, to the extent necessary to successfully install other non-vendor systems and equipment, vendor will be available and assume a lead role in working with Evergreen School District and the other vendors.
- 4.0.3 The vendor will ensure that new MEN/MAN Ethernet circuits meet or exceed generally accepted and applicable industry standards. Evergreen School District reserves the right to review, for approval, the acceptance testing processes and procedures of selected vendor(s).
- 4.0.4 Change orders shall adhere to the following process:
  - 4.0.4.1 Vendor will acknowledge receipt of all orders within 24 hours. Evergreen School District may request this in hard or soft copy format
  - 4.0.4.2 All orders and/or service agreements will be in a mutually agreed upon format, and bound by the terms and conditions incorporated in the agreement reached in answer to this document
  - 4.0.4.3 Installation lead times will be based on a predetermined service schedule agreed to by both parties.
  - 4.0.4.4 Vendor will provide Evergreen School District within (5) five days of order: the order number, circuit identification, circuit termination address, test date, installation due date, and relevant contact name(s).
  - 4.0.4.5 On the installation due date, the vendor will notify Evergreen School District that the new or re-provisioned service is available and the service order is complete.
  - 4.0.4.6 Any changes to installation dates initiated by the vendor must be agreed to by Evergreen School District to permit the adequate rescheduling of resources and related activities.
  - 4.0.4.7 Vendor representative(s) shall be available to meet with Evergreen School District on an "as required" basis to review outstanding orders.
- 4.0.5 Vendor will make "best efforts" to expedite orders when requested by Evergreen School District
- 4.0.6 Vendors shall state due date intervals proposed for Evergreen School District for relocations and new installs.

## 5.0 TESTING REQUIREMENTS

The vendor will conduct operational acceptance tests at each location. Immediately following the initial installation, the vendor will be required to perform these tests. The vendor will conduct a validation test of each MEN/MAN "Port" or circuit interface. These tests shall be consistent with the advertised performance specifications as agreed upon in the contract. In addition to the operation tests, integration tests will perform end-to-end checks between Evergreen School District devices attached to the MEN/MAN connection. Failover testing will also be required wherever redundant or diverse circuits are located. Successful completion of these tests will be required before Evergreen School District accepts the service for a given location. Acceptance will be authorized by Evergreen School District upon successful completion of the tests.

## 6.0 TRAINING REQUIREMENTS

Up to three representatives from Evergreen School District will be trained on the use and configuration of all new MEN/MAN Ethernet Services; including any management software or web portal for performance reports. The vendor shall provide information regarding proposed training pricing, content, format, schedule, and duration of classes and total number of students per class. Evergreen School District's goal is to have one (1) Primary person trained prior to the first service turn-up, the remaining two backup support staff can be trained at any time within the first year of operation.

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### 6.0.1 Location

The vendor shall identify the specific location of the proposed classes. If the classes are offered at the vendor site, it is highly desirable that these be offered locally. If possible Evergreen School District would prefer the training to be held at an Evergreen School District facility.

### 6.0.2 Schedule

The vendor shall include a class schedule for 2012.

## 7.0 MAINTENANCE REQUIREMENTS

### 7.0.1 Major and Minor Failures

For purposes of this bid, a major failure is defined as a total disruption of service to any component of a given MEN/MAN Ethernet connection.

The vendor shall provide maintenance support, which guarantees two-hour on-site response time on all major system outages (during the hours of 7am to 4pm) and 24-hour advance parts replacement on minor repairs. The elapsed time for the above response time stipulation will be considered to be the interval between the actual placing of a call for service by Evergreen School District to the vendor's maintenance center, and the time the service is fully restored to normal operation (via remote dial-in or on-site presence).

7.0.1.1 It is expected that upon receiving a call from an authorized Evergreen School District representative, the vendor will call back within one half hour acknowledging the problem and detailing the plan of action to resolve the problem.

7.0.1.2 Evergreen School District recognizes that the response times mentioned above are standard throughout the industry. However, given the communications-dependent nature of the District, Evergreen School District will look favorably upon vendors who can and will guarantee faster response time on major outages.

7.0.1.3 Warranty Replacement Items; Evergreen School District requests that the exact terms of warranty replacement be disclosed. Emphasis should be placed on the time it takes to get a replacement.

### 7.0.2 Availability

The vendor shall allow authorized Evergreen School District personnel to contact vendor technical support and trouble ticket support via a toll free number. This service shall be available 24 hours per day, 365 days per year.

### 7.0.3 Escalation Procedures

Management Escalation Procedure for Major Outage: In the event that a major outage continues for 4 hours, the vendor will escalate the condition to the vendor's management to insure that proper attention is given to the condition so that specific action can be developed to expedite restoral. The Vendor shall indicate whether or not such an escalation procedure is a standard part of their normal maintenance operations.

## 8.0 SUPPORT CAPACITY

8.0.1 The vendor shall provide information documenting that it has a minimum of five systems engineers supporting the Portland/Vancouver Metropolitan Area. The vendor shall provide information documenting that all listed subcontractors have a minimum of five systems engineers supporting Portland/Vancouver Metropolitan Area.

8.0.2 The vendor shall provide information documenting that it has multiple Technical Support Centers available for toll free technical assistance calls providing 24-hour support.

## 9.0 NEW TECHNOLOGIES

Should Evergreen School District move to new technologies in the future which result in decreased traffic, no penalties should apply if the new services are provided by the same vendor, or if the new services are provided by a new vendor because the contracted vendor does not provide the new technology. The volume discount

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must remain constant for the services originally offered.

SEMI-ANNUAL VENDOR SERVICE REVIEW

On a periodic basis but not less than semi-annually, the chosen vendor shall describe to Evergreen School District any new rate plans and service options, including additional discount plans, that become available and that may be useful to Evergreen School District. Vendor shall also provide Evergreen School District with written notice and copies of any revisions of the tariffs or corporate policies pursuant to which Evergreen School District obtains service.

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# Section 2 VENDOR RESPONSE SUMMARY

## 1.0 BID RESPONSES

One (1) price will be accepted per vendor per proposed solution, and this quoted price should be your best and most competitive price. Please note that EVERGREEN SCHOOL DISTRICT desires three solutions from each vendor; highly available, medium or best balanced and most economical. The vendor is instructed to bid Solution 1 as the option A, bid Solution 2 as the option B, and Solution 3 as option C. The vendor should provide a full set of pricing sheets for all three alternatives. No allowance will be made for increases in prices quoted in response to this bid regardless of equipment, materials, services, or features overlooked or omitted

## 2.0 ITEMS TO BE SUBMITTED WITH PROPOSAL

Proposals shall be submitted in four (4) copies: (one (1) original and three (3) copies), in a standard 3-ring binder, with each section clearly marked. Proposals should be arranged in the order shown. Proposals will be evaluated on content, not looks, and Proposers are encouraged to focus on quality, clarity, and completeness of their submission, rather than unnecessary aesthetic additions. In some cases, the maximum number of pages allowed for an item is indicated. Please put items in the order shown. The District reserves the right to obtain clarification on any point in the Proposer's Proposal or to obtain additional information if necessary to properly evaluate a particular Proposal. Failure to respond to such a request for additional information or clarifications may result in rejection of that firm's Proposal.

- Cover Letter
- Executive Summary
- Submittals
- Contract
- Other Supporting Documentation

### 2.0.1 Cover Letter (maximum of two (2) pages)

Cover letter must include the following:

- Stipulation that all prices are firm and effective for 90 days after Proposal opening date and time, and if accepted Proposer shall provide services and materials in strict compliance with the terms and conditions of the Contract.
- Signature by a legal representative of the Proposer who is authorized to bind the firm in contractual matters.
- Name of the person(s) authorized to represent the Proposer in any negotiations and the name of the person(s) authorized to sign any Contract that may result.
- A statement that all terms and conditions contained in this RFP are accepted by Proposer.
- A statement regarding Proposer's status as a licensed Washington State business, and business presence in the Portland/Vancouver Metro area.
- The cover letter requires signature by an individual who is authorized to commit the Proposer/Contractor to the pricing, terms, and conditions herein.
- Statement of Non-Collusion. Proposer must acknowledge that they have not entered into collusion with any other Proposer(s) or any other person(s)

### 2.0.2 Executive Summary (maximum of two (2) pages)

Executive Summary should include a brief description of the firm, its capabilities, and its financial situation, as they relate to the Proposal. Focus on the firm's ability to execute the Proposal. It is not

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necessary to restate detailed information already included in the Proposal.

2.0.3 Submittals:

- A. Corporate Profile of Primary and Sub-Contractors/Technical Qualifications.
- B. Staffing Description.
- C. Description of Trouble Reporting & Resolution Procedures.
- D. Description of the value of testing.
- E. Completed Reference form.
- F. Addendum Receipt Confirmation.

2.0.4 Contract

2.0.4.1 In order that the negotiation process may be expedited, Vendor shall submit a model proposed contract for services in order that the District may evaluate it and begin the review process.

2.0.5 Other Supporting Documentation

MEN/MAN costs spreadsheet.

2.0.6 Vendors must submit a complete response to this RFP. The vendor is required to follow the numbering sequence exactly in notating responses to specific sections and questions.

2.0.7 Vendors must respond in a clear and professional manner.

2.0.8 The vendor must include a proposal summary. All hardware, software and services proposed must be contained in the bid summary. The vendor may use summary sheets in their own format.

### **3.0 RIGHT TO COMPETITIVE SERVICES FROM OTHER PROVIDERS**

Evergreen School District shall at all times during the term of this agreement, have the right to obtain similar data communications services from other providers.

### **4.0 RFP AND QUOTE AS PART OF THE CONTRACT**

The successful Response, this RFP (specifications & drawings) and any Evergreen School District generated Amendments to this RFP shall all become an integral part of any Proposer / Evergreen School District contract resulting from this RFP.

### **5.0 PREVIOUS CONTRACTS WITH VENDOR**

Any agreement reached with vendor will supersede any existing agreement(s) with vendor for services covered under the agreement.

### **6.0 PRICE ESCALATION/DE-ESCALATION**

Pricing offered in the Proposal may be adjusted up or down on a cent-for-cent basis via pass-through from the manufacturer, supported by submission of copies of manufacturer's price change notices, and corresponding to changes in the Contractor's wholesale posted or book price, and in effect to all similar classes of customers at the time of delivery. Additionally, all price reductions shall be passed on, in total, as of the effective date. The District shall have the option of accepting the price increase or canceling the balance of the Contract. The Contractor shall notify the District of all price increases and decreases as far in advance of the effective date as possible. No upward price adjustment of any sort will be allowed during the first 90 days of the Contract period. All decreases will be passed on to the District as of the effective date, not at the end of the 90-day period.

### **7.0 "LAST MILE" COSTS**

Vendor shall submit a quote detailing the estimated cost to the District (labor & materials) of extending their network into any District facilities where required for use of their network. Vendor shall base any quoted labor rates on Washington State prevailing wage law, as detailed in Section 4 of this document. Whether or not the District is directly billed for this work, Vendor on completion of the Last Mile shall submit documentation confirming all necessary steps (i.e. Intents & Affidavits, Permitting, etc.) have been completed.

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# Section 3 SELECTION CRITERIA

## 1.0 EVALUATION AND AWARD

### 1.0.1 Selection Committee

A selection committee consisting of District staff and/or contracted staff will evaluate each Proposal in accordance with the criteria specified herein. The judgment of the District's Information Technology Department, in conjunction with the Purchasing Department, and approval of the District Board of Directors, shall be final for the selection of the successful Proposal. These criteria shall include, but are not limited to, the following:

- A. Completeness, timeliness, and compliance with RFP guidelines/formatting.
- B. Ability to meet specific feature requirements as defined.
- C. Proposer's methodology and approach for implementing solutions.
- D. Proposer's overall capabilities; including hardware, software, and technical support.
- E. Proposer's approach to partnership in this Contract.

### 1.0.2 Notice of Award

The District's written notice of Contract award shall constitute a final decision of the District to award the Contract or proceed with the purchase if no written protest of the Contractor selection or Contract award is filed with the District's Purchasing Department within seven (7) calendar days following issuance of the award documents. If a protest of Contractor selection or Contract award is filed in a timely manner by an actual aggrieved Proposer, the award documents shall constitute a final decision of the District only upon issuance to the protesting Proposer of a written decision denying the protest and affirming the selection or the award.

### 1.0.3 Rejection of Proposals

The District reserves the right to reject any or all Proposals. If an insufficient number of satisfactory Proposals are received, the District may elect to re-evaluate and re-submit the RFP as necessary.

### 1.0.4 All Proposer Notification

All Proposers will be notified when a Contract has been awarded.

### 1.0.5 Protest of Award

The District's written notice to award the Contract shall serve as notice to all Proposers of the award decision. If no written protest of award is received within seven (calendar) days after the notice of intent, the award decision shall become final. Any Proposer who is adversely affected or aggrieved by the District's award notice shall have seven (7) calendar days after notification of award to submit a written protest of award to the Evergreen Purchasing Department.

### 1.0.6 Right to Protest

In order to be an adversely affected or actual aggrieved Proposer with a right to submit a written protest, a Proposer must itself claim to be eligible for award of the Contract as the best Proposer and must be next in line for award, i.e., the protestor must claim that:

- All other Proposers are ineligible for award because their Proposals were non-responsive,
- The District has committed a material violation of a solicitation provision,
- The District has committed a material violation of an applicable procurement statute or administrative rule, or
- They were unfairly evaluated and would, but for such violation, have been the highest-ranked Proposer.

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### **1.0.7 Protest Resolution**

In the event of a dispute between the District and Proposer under this Agreement which cannot be resolved by their respective designated managers, the District Assistant Superintendent, and the Contractor's designated manager shall review such dispute and options for resolution. Any dispute not resolved by these representatives shall be referred to the Contractor Manager and the District Superintendent for resolution. A decision of the District Superintendent and the Contractor Manager regarding the dispute shall be final as between the parties.

### **1.0.8 Protest of Specifications**

A Proposer who believes the technical requirements or specifications are unnecessarily restrictive may submit a request for change, in writing, to the District Purchasing Department. To be considered, the Purchasing Department shall receive the request for change no later than five (5) days before Proposal closing. The request shall include the reason for the requested changes, supported by documented factual information, and any proposed changes to the specifications. Specification protests or requests for change shall not be considered after this deadline.

### **1.0.9 Time for submission of Request for Change or Protest**

Requests for Change or Protests of Solicitations, Specifications, or Contract Provisions shall be presented to the Evergreen School District Purchasing Department, in writing, five (5) calendar days prior to Proposal closing.

The written protest shall be timely filed with the Purchasing Department and shall specify the grounds upon which the protest is based. The District shall consider only issues raised during the open protest period. If a Proposer files a timely protest, all award issues in dispute must be identified in their protest. Issues raised after the protest period are not required to be acknowledged or addressed by the District.

Such request for change or protest shall include the reasons for the request or protest, and any proposed changes to specifications or provisions. No request for change or protest of the content of solicitation specifications or Contractor provisions shall be considered after the deadline established for submitting such request or protest.

### **1.0.10 Extension of Closing Date**

If any request for change or protest is received in accordance with section (1.0.5) above, the Proposal closing date may be extended if the District determines an extension is necessary to allow consideration of the request or protest and issuance of any addenda to the solicitation documents.

### **1.0.11 Identification of Request for Change or Protest**

Envelopes containing requests for change or protests of solicitation specifications or Contract provisions shall be marked as follows:

- Solicitation Specifications (or Contract Provisions)
- Request for Change (or Protest)
- Solicitation Document (or Other Identification)

## **2.0 SOLICITATIONS**

Responders and their agents are advised that personal solicitations of individual District personnel or School Board members in regard to the award of a Contract is not allowed, and will jeopardize the favorable consideration of the Proposal in question.

### **2.0.1 Evaluation Points Matrix**

Proposals will be evaluated utilizing the points matrix system shown below. Each category is assigned a maximum point potential. Each Proposal will be reviewed by the selection committee and will be scored a value between zero and the maximum points shown for each category, based on the information submitted for that category and additional pertinent information submitted in the Proposal. Maximum total score for all categories is 100 points.

<b>EVALUATION MATRIX</b>	
<i>SCORING CATEGORY</i>	<i>MAXIMUM POINTS</i>
Cost for Services (Life-Cycle Cost of Ownership)	30
Service Level Agreement	15
Implementation Plan with Time Lines	10
Overall Service Value	15
Network Architecture	10
Overall History, Experience, and Knowledge	15
References	5
<b>MAXIMUM TOTAL SCORE</b>	<b>100</b>

### **2.0.2 Interviews**

Depending on the number of Proposals received, the selection committee may interview or request oral presentations from all or selected Proposers as part of its evaluation process. The purpose of the interview will be to clarify Proposals and revise scoring if appropriate. The individual scores will be totaled. One or more of the highest scoring Proposals will be selected, and the selected Proposers will be contacted to begin Contract negotiations. The District desires to award one Contract to one Proposer. References will be contacted.

### **2.0.3 Unbalanced Proposals**

When, in the opinion of the District, any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable amount) to the potential detriment of the District, such Proposal may be rejected.

### **2.0.4 Proposal Review**

The District will award Contracts to the Proposers whose Proposals are most advantageous to the District. All Contracts will be reviewed and approved by the District Board of Directors before any Project work begins.

### **2.0.5 Proposal Notification of Award**

The Purchasing Department will summarize the committee's decision. All competing Proposers will be notified in writing of the selection of the apparent successful Proposer and may review the RFP file in the Purchasing Department.

## **3.0 RESERVATIONS**

The Evergreen School District expressly reserves the following rights:

- A. To reject all Proposals.
- B. To reject any Proposals not meeting the specifications set forth herein.
- C. To waive any or all irregularities in Proposals submitted.
- D. To consider the references and past performance of Proposers in making any award.
- E. To award the Contract by lot or by individual item as the District deems appropriate, unless otherwise specified.
- F. To re-award the Contract to another Proposer in the event the Proposer to whom a Contract is awarded defaults in executing the formal Contract or defaults in furnishing a satisfactory Performance Bond within the specified time.

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# Section 4 CONTRACT TERMS AND CONDITIONS

## 1.0 PREVAILING WAGES

After award of Proposal, the successful Contractor shall prepare and file all forms relating to bonding, insurance, prevailing wages, and any other requirements of public works Contracts with the District and the state within required timeliness. The Washington State Department of Labor and Industries current schedule of Prevailing Wage Rates can be found on their website at <http://www.lni.wa.gov/tradeslicensing/prevwage/wagerates/>. This rate schedule applies to any work performed under this Proposal and is part of the Contract requirements.

Please obtain Prevailing Wage forms from the Washington State Department of Labor and Industries. This will ensure that current Labor and Industries forms are utilized.

## 2.0 DURATION OF PROPOSALS

Each Proposal shall be irrevocable for a period of ninety (90) days from date of Proposal opening. If notified of acceptance of this Proposal and of Contract award within sixty (60) calendar days after receipt of proposals, the successful Contractor agrees to deliver all Bonds and proof of insurance coverage required by the Specifications as stated in the Proposal.

## 3.0 LIQUIDATED DAMAGES

### 3.0.1 Schedule of Damages

For each consecutive calendar day after the completion date listed by the successful Contractor or negotiated with the District that the Project is not, in the opinion of the District, sufficiently completed to allow the District to use the facility, the Contractor shall pay to the District, via offset against monies due and payable to the Contractor, the sum of two hundred fifty dollars (\$250) as fixed and agreed liquidated damages, but not as a penalty.

### 3.0.2 Agreement of Reasonable Estimated Compensation

The District and Contractor agree that the above schedule of damages is a reasonable estimation of compensation which would be due the District for delay-related damages, that they have no intention to stipulate to a penalty, and that they waive any right they may have to interpose an objection to the schedule of damages on any grounds, including that the schedule of damages constitutes a penalty rather than liquidated damages.

### 3.0.3 Waive Rights

The District reserves the right to waive this clause in whole or in part, on a case-by-case basis if the Contractor can show that the delay occurred from circumstances beyond his control. Said circumstances would include, but not be limited to, armed hostilities, riots, strikes, picketing, boycott, acts of nature, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which the Contractor reasonably cannot protect himself.

## 4.0 SUSPENSION OF THE PROJECT

### 4.0.1 Suspension Agreement

The District may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend the Project. Said notice of suspension shall specify the date of suspension and the estimated duration of the suspension. The Contractor shall promptly suspend the Project work to the extent specified. During the period of such suspension, the Contractor shall properly care for and protect all Projects in progress including materials, supplies, and equipment that are on hand for performance of the Project. The District may, at any time, withdraw the suspension of the Project as to all or part of the suspension by written, by electronic mail, or by facsimile notice to the Contractor specifying the effective date and scope of withdrawal. The Contractor shall then resume diligent performance of the Project. In no event shall the Contractor be entitled to any prospective profits or any damages because of said

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suspension.

#### **4.0.2 Suspension Cause(s)**

The causes for suspension of the Project could include, but are not limited to, any of the following Contractor actions: non-standard installation, use of non-standard materials, failure to meet District standards, undue disruption of District staff, Project performed without District approval, or any other non-compliance with the Contract.

### **5.0 INCORPORATION OF STANDARD CONSTRUCTION SPECIFICATIONS**

Proposer shall incorporate all applicable provisions of the District specifications (see Section 1, subsection 5.0, "Metro Ethernet Network/Metro Area Network Specifications") into the Proposal.

### **6.0 NON-DISCRIMINATION (EEO CERTIFICATION)**

Proposer certifies conformance to the applicable Federal Acts, Executive Orders, and Washington statutes and regulations concerning Affirmative Action toward Equal Employment Opportunities. All information and reports required by Federal or Washington State governments, having responsibility for enforcement of such laws, shall be supplied to the District upon request for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

### **7.0 COST TO PREPARE PROPOSALS**

The invitation to submit a Proposal does not commit the District to pay any costs incurred in the submission of the Proposal, or in making any necessary studies or designs for its preparation.

### **8.0 COMPENSATION OF CONTRACTOR'S EMPLOYEES**

#### **8.0.1 Washington State L&I**

The District is requesting both Prevailing Wage (Washington State Department of Labor and Industries) and non-Prevailing Wage hourly rates, as applicable. In its response to the HDA ticket, the Contractor will determine whether Washington State Department of Labor and Industries or non-Department of Labor and Industries rates apply and price its quote accordingly. The Contractor will be solely responsible for making this determination in accordance with Washington State Department of Labor and Industries rules and regulations in effect at the time the HDA ticket is issued. The Contractor will further be responsible for compliance with all Washington State Department of Labor and Industries rules and regulations with regard to its employees and Department of Labor and Industries reporting requirements.

#### **8.0.2 Prevailing Wage**

In accordance with Washington State RCW39.04.010, RCW39.12.010, and RCW39.12.020, Contractors and Sub-Contractors shall be required to pay workers the Prevailing Wage rates prescribed by the Washington State Department of Labor and Industries.

#### **8.0.3 Regular Work Hours and Rates**

Regular rate hours on District projects will be any eight-hour shift. The Contractor may also adjust, or the District may request it adjust, its workday to accommodate work conditions, installation requirements, etc., thereby effectively extending the regular work hour period, with the approval of the District Project Coordinator.

#### **8.0.4 Overtime Work Hours and Rates**

It is anticipated that some projects will require work during other than the District's Normal Business Hours. The Contractor shall perform any required overtime work, both during cut-over and at any other time deemed necessary by the District, to accommodate end-user communication service requirements and District business functions at no charge beyond Contract or HDA ticket pricing.

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## **9.0 HOLD HARMLESS/INDEMNIFICATION**

### **9.0.1 District Responsibility**

The District agrees to indemnify, defend, save and hold harmless the Contractor, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the District pursuant to this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the Contractor retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the Contractor by an employee of the District or subcontractor or agent of the District, even if the District is thus otherwise immune from liability pursuant to the Workmen's' Compensation statute, Title 51 RCW.

### **9.0.2 Contractor Responsibility**

The Contractor agrees to indemnify, defend, save and hold harmless the District, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the Contractor pursuant to this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the District, the District retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the District by an employee of the Contractor or subcontractor or agent of the Contractor, even if the Contractor is thus otherwise immune from liability pursuant to the Workmen's' Compensation statute, Title 51 RCW.

### **9.0.3 Attorney's Fees and Costs**

All parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

## **10.0 PAYMENT FOR SERVICES**

The Contractor must submit an invoice for each Project to the Evergreen School District, Attn: Accounting Department, 13501 N.E. 28th Street/P.O. Box 8910, Vancouver, Washington 98668-8910 following acceptance. All invoices must reference the District HDA ticket number, Purchase Order number issued to the Contractor, and contain a summary of work performed including a breakdown of labor hours and type, and a detailed materials breakdown. Invoices shall be in accordance with allowable Contract rates and scope of work defined in the HDA ticket and referenced on the Purchase Order, and are subject to approval by the District Project Coordinator. The District must accept all materials and services furnished before payment will be approved. Final payment will be withheld until all "As-Built" documentation has been provided to and approved by the District and all public works documents have been received from the Washington State Department of Labor and Industries. Payments will usually be made within 30 days of completion of service or delivery, or receipt of invoice, whichever is later.

## **11.0 PARTICIPATION IN THE FEDERAL COMMUNICATIONS ACT OF 1996**

The District is participating in the program defined by FCC Order 97-157, commonly known as "E-rate".

## **12.0 NON-ASSIGNABILITY**

The successful Proposer(s) shall not assign this Contract, or any part thereof, nor any monies due or to become due, without prior written approval of the owner (District).

## **13.0 TERMINATION FOR DEFAULT OF CONTRACTOR**

Time and the strict and literal performance on the part of the Contractor of every term and condition of the Contract as specified in the Contract documents are of the essence. Upon the willful failure or refusal on the part of the Contractor to perform in accordance with the terms or conditions, the District, without prejudice to any other right or remedy, may elect to have work performed by others. Any additional cost on account thereof shall be reimbursed by the Contractor.

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## **14.0 TERMINATION OF CONTRACT FOR CAUSE**

### **14.0.1 Contract Termination**

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, the District shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

### **14.0.2 Breach of Responsibility**

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Contract by the Contractor, and the District may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the District from the Contractor is determined.

## **15.0 DEPARTURES FROM TERMS OF CONTRACT**

No direction or approval given by the District or any representative of the District which deviates in any respect from the specifications or other Contract documents shall be valid or recognized unless and until the same is reduced to writing and issued in the form of a written order over the signature of an authorized representative of the District so as to become a Contract document as herein before defined.

## **16.0 NON-INTERFERENCE WITH SCHOOL**

The entire scope of work shall be executed in such a manner as to not interfere with the continued free and comfortable use of existing structures, walks and grounds for School purposes. The Contractor shall coordinate their work, when necessary, with other Contractors, the work performed by District employees, and the regular classroom schedule.

## **17.0 PERMITS, LICENSES, ETC.**

The Contractor shall secure and pay for all permits, licenses, amounts due Industrial Accident and Unemployment Compensation Funds, etc.

## **18.0 PROPERTY PROTECTION**

The Contractor shall continuously maintain adequate protection of all his/her materials/property from damage. All District property shall be properly protected and any damage caused during the completion of the Contract shall be repaired or replaced by the Contractor without cost to the District.

## **19.0 WORKMANSHIP**

The Contractor shall perform first-class workmanship in every respect and all work performed shall be according to the best trade practices.

## **20.0 CLEAN UP**

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his/her employees or Project in progress. At the end of each workday, and upon completion of the Project, the Contractor shall remove all rubbish in and about the building and or project site and all his tools, scaffolding, and surplus materials and shall leave his work area "broom clean". In case of failure to do so, the District may remove the rubbish and charge the cost to the Contractor.

## **21.0 SPECIFICATIONS AND PLANS**

The work covered by this Proposal shall be done in accordance with the specifications, terms and requirements set forth herein and supplemented by any other information on file in the office of the District's Purchasing Department, which may be referred to in this specification. Any necessary changes will be in the form of

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addenda, which, if issued, are to be considered in the Proposer's response.

### **21.0.1 Changes in Plans, Specifications and Quantities**

The District reserves the right to make such changes or corrections in specifications as it may deem necessary or desirable prior to the Proposal opening. Proposers will be notified of such changes in writing mailed or faxed to the address and number on file in the District's Purchasing Department. Each Proposer shall be solely responsible for ascertaining prior to submitting the proposal that all addenda issued have been received and shall acknowledge receipt and inclusion of all addenda in the response (see Addendum Receipt Confirmation).

## **22.0 DELIVERY AND COMPLETION**

Unless otherwise specified herein, goods ordered or services contracted in response to Proposals must be delivered or completed within the time period specified on the HDA ticket and/or Purchase Order. Contractors not completing HDAs within the period specified shall be considered in breach of Contract and the District shall be entitled to just legal and financial remedies.

## **23.0 PURCHASE ORDER CONTRACTS**

### **23.0.1 Terms and Conditions**

Purchase Orders, when issued, will be subject to all terms and conditions of these specifications and the laws of the State of Washington.

### **23.0.2 Delivery Dates**

Project time of delivery is of the essence. No exception to delivery dates shall be allowed without written approval from the District.

### **23.0.3 Goods, Materials, or Services**

All goods, materials, or services contracted are subject to the approval of the District. Any rejections of goods, materials, or services, whether held by the District or returned, will be at the Contractor's risk and expense.

### **23.0.4 Necessary Documentation**

All invoices, packing lists, packages, shipping notices, and any other written document affecting the scope of work shall contain the applicable HDA ticket number and Purchase Order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the Purchase Order number, indicating the content therein.

## **24.0 PERFORMANCE AND PAYMENT BOND**

### **23.0.5 Requirement for Performance and Payment Bond**

A Performance and Payment Bond is not required to be submitted as part of the Contract. However, for some projects, the District reserves the right to request a Performance and Payment Bond for that Project. In the event the District decides to require a Performance and Payment Bond for a specific Project, the fact that one is required and the required amount will be so noted in the HDA ticket.

### **23.0.6 Form Submittal Timeline**

If a performance bond is required, the form of the Performance and Payment Bond shall be executed by the successful Proposer for the Project and delivered to the Evergreen School District Purchasing Department not later than ten (10) business days of receipt of the District's notice of approval of the Contract, and before commencing work on the Project.

### **23.0.7 Bond Execution**

The Bond, in the amount specified in the Contract, shall be satisfactory to the District and shall be executed by a corporate surety licensed to do business in the State of Washington. The Attorney-in-Fact that executed the Bond on behalf of the surety shall affix thereto a certified copy of the Power of Attorney

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and shall indicate the monetary limit of such power.

## **25.0 INDEMNIFICATION AND INSURANCE**

### **25.0.1 Certificate of Insurance**

Contractors to the District, at their sole expense, shall obtain and maintain insurance for the term of the Contract. Contractors will be required to provide a certificate evidencing the insurance and naming the District as an additional insured, except Workers' Compensation. The Contractor shall be financially responsible for all deductibles, self-insured retentions, and/or self-insurance included hereunder.

### **25.0.2 Hold Harmless/Indemnify**

Contractor shall hold harmless and indemnify the District (see Section 9.0) for any and all claims, damages, losses, and expenses, including but not limited to, reasonable attorney's fees arising out of or resulting from Contractor's performance or failure to perform the obligations of this Agreement, to the extent the District is indemnified pursuant to Section 25 hereof.

### **25.0.3 Insurance Coverage**

Such insurance coverage shall be for a minimum of the following amounts:

- Bodily injury liability \$2,000,000 per person
- Property damage liability \$2,000,000 per occurrence
- Certificates of insurance acceptable to the District shall be filed with the District prior to effective date of Agreement. The policy shall further provide that the District shall receive notification from the insurer prior to any cancellation, expiration, or termination of the policy. Contractor shall have the right to self-insure to the extent permitted by current Washington State Law.

### **25.0.4 Insurance Proof Timeline**

Project work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Department. The successful Proposer shall provide all required proofs of insurance to the District Purchasing Department within ten (10) business days of notification of award. Failure to present the required documents with ten (10) business days may be grounds for rejection.

### **25.0.5 Workmen's Compensation Insurance**

Contractors shall maintain statutory levels of Workmen's Compensation insurance at all times and shall provide a certificate of insurance showing such coverage.

## **26.0 DEBARMENT AND SUSPENSION**

Bidder certifies by submission of a proposal that to the best of their knowledge and belief its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. Further, bidder certifies that they are not presently indicted for or have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract.

If a bidder is unable to certify such information, the bidder shall submit an explanation of why it cannot provide the certification. Such information will be used to determine whether the bid shall be deemed responsive. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to any other remedies available to the District, the District may terminate this transaction for default.

## **27.0 SEVERABILITY**

Each numbered clause of this proposal stands independent of all other numbered clauses. If any clause of this proposal or the application thereof to any persons or Circumstances is held invalid, such invalidity shall not affect

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other terms, conditions, or applications which can be given effect without the invalid term, condition or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total proposal; only clauses judged invalid shall not be enforced.

# GENERAL INSTRUCTIONS TO BIDDERS FORM A

- 1 All bids received will be opened and read aloud in public at the time and place specified in the attached material. All bidders and other persons who may be interested in this matter are invited to be present.
- 2 The Board of Directors expressly reserves the following rights:
  - A. To reject any/or all irregularities in bids submitted
  - B. To reject any and/or all bids or portions thereof
  - C. To base awards with due regard to quality
  - D. To make the award to any bidder whose bid, in the opinion of management and the Board, is the lowest responsible bid.
- 3 All bids must be sealed in an opaque envelope. For submission instructions, please refer page 10 of RFP # 2012-17
- 4 Bidders are requested to use the Bid Forms furnished by the District. Please retain a copy for your records.
- 5 The Certification and Contract Offer must be signed with ink by an individual of the company who is authorized to act in that capacity before an award will be made.
- 6 An offer will not be considered for award where the Certification has been deleted or modified or not properly signed prior to presentation to the Board of Directors for award.
- 7 Any bid received after the bid opening date and time specified in the bid will not be considered.
- 8 The bid price for each item or project shall be based on the net price per unit or project after all trade, cash, advertising, and educational/institutional discounts. The price shall also be net of all excise, state, and federal taxes. Washington state sales/use tax shall not be included in the net bid prices. Additional 'prompt payment' cash discounts may be a factor in judgment of bids. Amounts representing the total bid price, obtained by computing the quantity times the unit price quoted, shall be entered by the bidder in the 'Total Price' column where called for. The stated unit price will govern in case of error.  
  
All prices bid shall be FOB destination unless indicated otherwise.  
  
When coding Washington State Excise Tax, use the [4-digit] Local Sales Tax Code 0605, unless coding to your [own] Washington facility.
- 9 The use of the name of a manufacturer or any special brand or make in describing any item in the detailed bid specifications does not restrict bidders to that manufacturer or specific article. This means is being used simply to indicate the quality and utility of the article desired. However, the goods on which proposals are submitted must, in all cases, be equal in quality and utility to those referred to. Each bidder must furnish descriptive materials showing complete specifications of items bid if different from that specified. Samples must be presented for inspection if requested by the District. Samples will be returned, if requested, at vendor expense.
- 10 Each bidder is entitled to bid on one, several, or all of the items. Alternate bids will be accepted on separate bid forms.
- 11 The bidder further agrees to the following:
  - A. To examine all specifications and conditions thoroughly

- B. To provide for appropriate insurance, bid deposits, and performance bonds as required
  - C. To comply with all Federal, State, and County laws, ordinances, and rules
  - D. To comply fully with specifications as attached for the agreed bid and/or contract, especially where materials and work is involved
  - E. To accept any claims, liens and demands to indemnify the District and preserve harmless the District or the property the entire time of equipment installation and/or contract duration
  - F. To own responsibility to clean up all debris and remove from the site as specified
  - G. All equipment replaced or removed by the contractor or vendor shall remain the property of the Evergreen School District unless noted otherwise in the Specifications or Special Instructions. Any and all such equipment must be delivered by the contractor or vendor to the District warehouse for storage and salvage.
  - H. Upon completion of contract and/or delivery and installation, to pass a good, free, and clear title for goods and services rendered to Evergreen School District. Such goods and services shall be free of all claims, mechanics' liens, subcontractor judgments and other encumbrances which might cloud the title to said goods and services
  - I. That he has met any and all registration requirements for contractors as set forth in Title 18 of the Revised Code of Washington. As required, bidders shall furnish a valid contractor's license number at the time of bid opening.
- 12 Any amendment(s) to or error(s) in the general Specifications called to the attention of the District will be added to or corrected and furnished to all those holding specifications.
- 13 Phone bids are not acceptable. Telegraphic bids will not be considered unless authorized by the Special Instructions.
- 14 Late bids or modifications of bids will be handled in the following manner:
- A. Any bid received at the location designated in the solicitation after the exact time specified for receipt will not be considered. It is the sole responsibility of the offering vendor or contractor to ensure receipt of bids by the District by the specified time.
  - B. Late bids will be returned unopened to the bidder.
  - C. Any modification of bid is subject to the same conditions as in 14A above.
- 15 The District, in calling for a certain quantity, may accept the offer at the unit price quoted for any quantity up to the quantity specified. If the offering vendor cannot meet this requirement because of quantity discounts, round lots, etc., he must so state in the offer.
- 16 No material, labor, or facilities will be furnished by the District, unless otherwise provided for in the Specifications or Special Instructions.
- 17 Changes: The District, by written order, may make changes in the following areas:
- A. Drawings, design, and/or specifications where the product or service is a special order or separate project for the District
  - B. The method of shipment or packing
  - C. The place of delivery and installation (if required)
- If said change(s) increases or decreases the net cost of the product/service, the District and the vendor/contractor agree to negotiate an equitable adjustment.
- The vendor/contractor shall not make any changes in the specifications, method of construction, or other requirements without the express prior written consent of the District. Any proposed changes shall be presented in writing to District management not less than ten business days prior to the proposed effective date of said change.

Any claims made for adjustment hereunder shall be served within thirty (30) calendar days of completion of delivery or service.

Nothing in this clause shall excuse the vendor/contractor from proceeding with the contract as changed.

18 Condition of Assignment: The Purchase Order may not be assigned unless or until approval has been granted by the District Purchasing Manager.

19 Termination: Contract(s) resulting from this bid may be terminated in whole or in part under the following conditions:

- A. By mutual written agreement of the District and the vendor/contractor. Termination under this provision may be immediate.
- B. By the District for breach by the vendor/contractor of any of the obligations or requirements set forth in these documents. Termination under this provision shall be immediate.

Termination under 'B' above shall, at the option of the District, require the vendor/contractor to assume liability for any and all damages, including the excess cost of re-procuring similar products or services.

If the vendor/contractor can show that the breach was a result of circumstances beyond the control of the vendor/contractor or his subcontractors, the termination may be deemed to be a termination for convenience.

- C. By the District for non-appropriation of funds.

Any potential contract on which funding is conditional, or on which there is a known contingency which would cause termination under this provision, shall clearly list such contingencies and provisions for partial payment for goods and services rendered.

20 Qualifications of bidders will be evaluated when determining award of bid. Bidders may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.

21 All items offered of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., for which there is a UL testing procedure, shall also indicate the UL listing, if any. Any other certification such as Factory Mutual, etc., shall be noted in the offer.

22 The Evergreen School District reserves the right to cancel any unshipped or uncompleted portion of this order. Time of delivery is part of the essence of the contract and the order is subject to cancellation for failure to deliver or perform on time.

23 The Purchase Order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.

24 The laws of the State of Washington shall govern all contracts with Evergreen School District and the venue of any action brought hereunder shall be in Superior Court, County of Clark, State of Washington.

25 The Evergreen School District No. 114 is exempt from Federal Excise taxes. An exemption certificate will be furnished upon request.

- 26 The vendor/contractor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
- 27 The vendor/contractor agrees to protect the Evergreen School District against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material(s) ordered on the contract, and to assume all expense and damage arising from such claims.
- 28 The vendor/contractor hereby assigns to Evergreen School District fully, finally, and in their entirety, any and all federal and or state antitrust claims which the contractor or vendor now has or may hereafter acquire as a result of or in connection with any and all goods and services in the contract. Further, the contractor or vendor shall cause similar wording in favor of Evergreen School District to be made a part of any and all contracts entered into with subcontractors or suppliers as a result of the primary contract. Claims shall include price-fixing, monopolization, and any other violation of state or federal antitrust law.
- 29 In the event of a tie (equal dollar amount bid), the award(s) shall be made based on the following criteria in this order:
- A. All financial considerations, i.e., cash discounts, freight charges, shipping charges, (whether applicable or not), etc.
  - B. Location of vendor's principle office - local firms to be given preference.
  - C. Vendor with the lesser amount of dollar award on the bid in question.
- Any situation which cannot be resolved by the above criteria will be resolved by the Board of Directors of Evergreen School District on a case-by-case basis.
- 30 Affirmative Action Program: During the performance of this contract, the contractor/vendor is required to follow the policy of the District's Affirmative Action Program which is to promote the objectives of the Equal Employment Opportunity Commission's Guidelines as set forth in the Equal Employment Opportunity Act of 1972, Washington State Laws, legal mandates, and Presidential Executive Order 11246, of September 24, 1965. The goal of this program is to ensure equal employment opportunities for all persons without regard to race, color, age, creed, national origin, religion, sex, or physical requirements not constituting a bona fide occupational qualification. It shall be the contractor's/vendor's responsibility to obtain the specific requirements of this program and implement them accordingly, or be subject to contract termination and suspension from future District contracts.
- 31 OSHA-WISHA: During the performance of this contract, the contractor or vendor is required to comply with the conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), and the Washington Industrial Safety and Health Act of 1973 (WISHA) and the standards and regulations issued thereunder. The contractor/vendor shall further agree to hold the District, its employees, agents, directors, and assigns harmless and free from liability for failure to comply with said standards and regulations by the contractor or vendor. It shall be the sole responsibility of the contractor or vendor to remain familiar with said standards and regulations and maintain their enforcement.
- 32 Any addendum to the plans or specifications will be furnished to all those holding specifications. If the addendum is mailed less than five (5) business days before the time set for bid opening, the District will make a good faith effort to notify each bidder holding specifications by phone and explain the change(s).
- 33 Written Notice: Any notice of change, termination, or other communication having a material effect on the contract or bid documents, excepting addenda, shall be served in one or more of the following manners:
- A. In-person delivery to an authorized officer, employee, agent, or other representative of the contracting parties
  - B. Deposited in the US mails under certified or registered handling posted to the address(es) given in the bid documents or the last known address(es)

- 34 Hazardous Material: Material safety data sheets are required with the shipment of any hazardous chemical, as defined by OSHA Hazard Communication Standard (29 CFR 1910.1200).
- 35 Use of Tobacco on School Property: State law (RCW 28A.31.170) and school district policy (No. 4339) prohibit the use of all tobacco products on public school property. During the performance of this contract, the contractor/vendor is required to comply with this policy.
- 36 New Employee Record Check: Pursuant to RCW 28A.400.303, school districts, educational services districts, and their contractors hiring employees, who have regularly scheduled unsupervised access to children, shall require a record check through the Washington State Patrol Criminal Identification System and through the Federal Bureau of Investigation before hiring an employee. When necessary, applicants may be employed on a conditional basis pending completion of the investigation. The district or the contractor hiring the employee shall determine who shall pay costs associated with the record check.
- 37 Minimum Hourly Wage To Be Paid: Pursuant to RCW 39.12, no workman, laborer, or mechanic employed in the performance of any part of this contract shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is attached and made a part of this contract by reference as though fully set forth herein. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data will be answered by the Industrial Statistician upon request.

Mailing Address: Department of Labor and Industries  
 ESAC Division  
 406 Legion Way SE  
 Olympia WA 98504

Telephone Number: 206 753-4019

- 38 To request accommodation due to the presence of a physical, sensory, or mental disability, please contact the District's ADA Coordinator at least 48 hours in advance of the event. The ADA Coordinator may be contacted at:

Evergreen School District #114  
 13501 NE 28<sup>th</sup> Street / PO Box 8910  
 Vancouver WA 98668-8910

Telephone Number: 360/604-4010      TDD Voice Relay: 1/800/833-6384  
 Fax Number: 360/604-4101      Tele-Braille: 1/800/833-6385

- 39 Neither this Contract nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.
- 40 To the extent the Contractor performs services at a public school and has contact with children at such school, Contractor shall prohibit from providing such services those persons who have pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any violation of this paragraph shall be grounds for the District to immediately terminate this Contract (See RCW 28A.400.330).

- 41 Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the Contractor's or his/her employee's performance or failure to perform duties pursuant to this Contract shall be the Contractor's sole obligation and the Contractor shall indemnify and hold harmless the District and its employees from and against any and all claims, losses, damages, liabilities, costs, and attorney's fees, arising out of or in any way connected with the Contractor's performance or failure to perform under this Contract.
- 42 The Contractor shall provide the District with a certificate of insurance issued by a company for the following amounts:
- Public Liability: \$2,000,000  
Property Damage: \$2,000,000
- Certificate of Insurance acceptable to District shall be filed with District prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to District.
- 43 Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty in whole or that pursuant to this Contract to the extent participation is prohibited by RCW 42.23 Code of Ethics.
- 44 The Contract is the complete and exclusive statement of the Contract between the parties relevant to the purpose described above and supersedes all prior Contracts or proposals, oral or written, and all other communication between the parties related to the subject matter of this Contract. No modification of this Contract will be binding on either party, except as written addendum signed by an authorized agent of both parties.
- 45 Each section of the Contract stands independent of all other sections. If any contract section or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any clause be adjudged invalid, that judgment shall not invalidate the total Contract; only clauses judged invalid shall not be enforced.
- 46 Contractor must be licensed to do business in the State of Washington. Upon award of Contract, Contractor will provide District with Contractor's Washington State Department of Revenue Tax Registration Number.
- 47 Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

## RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

<b>Proposer's Company:</b>	
<b>Proposer's Washington State Contractor's License Number:</b>	
<b>Proposer's Unified Business Identification Number (UBI#):</b>	

<b>Proposer's Federal Taxpayer's Identification Number:</b>			
<b>E-Rate Service Provider Number (SPIN#):</b>			
<b>If Evergreen School District adds this RFP, please sign below and return this form with your proposal:</b>			
<b>Addendum #1:</b>		<b>Dated:</b>	
<b>Addendum #2:</b>		<b>Dated:</b>	
<b>Addendum #3:</b>		<b>Dated:</b>	

# ATTACHMENT A – CISCO EQUIPMENT MODELS

Switch Name / Type	Site	Level	Note
COL-MDF-4506L3-DS-1	Columbia Valley	1-Elem	
CRE-MDF-3560GL3-48TS-1	Crestline	1-Elem	
ELL-MDF-3560GL3-48TS-1	Ellsworth	1-Elem	
EDV-120-3560GL3-DS-1	Endeavour	1-Elem	
FIR-MDF-3560GL3-48TS-1	Fircrest	1-Elem	
FIS-MDF-3560GL3-48TS-1	Fisher's Landing	1-Elem	
HAR-MDF-3560GL3-48TS-1	Harmony	1-Elem	
HEA-MDF-3560GL3-48TS-1	Hearthwood	1-Elem	
ILH-MDF-4232L3-DR-1	Illahee	1-Elem	Shared physical campus with Shahala
IMA-MDF-3560GL3-48TS-1	Image	1-Elem	
MAR-MDF-3560GL3-48TS-1	Marrion	1-Elem	
MIL-MDF-3560GL3-48TS-1	Mill Plain	1-Elem	
ORC-MDF-4506-DS-1	Orchards	1-Elem	
PIO-MDF-3560GL3-48TS-1	Pioneer	1-Elem	Shared physical campus with Frontier
RIV-MDF-3560GL3-48TS-1	Riverview	1-Elem	
SIF-MDF-3560GL3-48TS-1	Sifton	1-Elem	
SIL-MDF-3560GL3-48TS-1	Silver Star	1-Elem	
SUN-MDF-3550L3-48-1	Sunset	1-Elem	
YOR-MDF-4506L3-DS-1	York	1-Elem	
COV-MDF-4506-DS-1	Covington	2-Mid	
FRO-MDF-4503L3-DS-1	Frontier	2-Mid	Shared physical campus with Pioneer
PAC-MDF-4006-DS-1	Pacific	2-Mid	
SHA-MDF-4232L3-DR-1	Shahala	2-Mid	Shared physical campus with Illahee
WYE-MDF-4506-DS-1	Wy'East	2-Mid	
HHS-MDF-6509-DS-1	Heritage	3-High School	
MTV-MDF-6509-DS-1	Mountain View	3-High School	
UHS-MDF-6506-DS-1	Union	3-High School	
SPE-MDF-3560GL3-48TS-1	49th Street Academy	4-Special	Shared physical campus / link with Burnt Bridge Creek
ASC-MDF-6509-DS-1	ASC	4-Special	Shared site with Home Choice, iQ Academy
VSC-IDF400-3560GL3-48TS-1	Clark County Skills Center	4-Special	Shared link with Maintenance
MMG-MDF-6506-DR-1	MMG	4-Special	Shared site with Burton Elem, Cascade Mid, Evergreen High, Early Childhood Center, Legacy High, Transportation, McKenzie Stadium, and Central Receiving & Distribution, Internet Connection

# ATTACHMENT B – PHYSICAL NETWORK LAYOUT

