Request for Proposal

Iowa City Community School District

RFP 20002 Weber Elementary Fiber

Prepared by: Chris Engels
February 17th 2020

Bids Due:
March 16th 2020
1.1 Purpose and Scope
The purpose of the Request for Proposal (RFP) is to solicit from vendors, proposals for the installation of an underground, district-owned fiber optic connection between Iowa City West High School and Weber Elementary School. General information about the Iowa City Community School District can be found on the District's website at www.iowacityschools.org. The District is seeking design work to plan the route and any necessary maintenance access along the route, to purchase all equipment necessary for the installation and implementation of the fiber route, and labor to install the fiber. *This project may be directed, in part, by our E-rate funding.*

a. Supported by highly-qualified and reliable vendor with experience in complex firewall implementations.

b. Mainstream products with strong manufacturer commitment and vendor support.

Amendments to the RFP will be posted to the website. It is up to the vendors to look for any amendments or changes. For the purpose of this document the terms proposer, vendor and contractor are those entities representing the submission of a response to this RFP.

1.2 Evaluation Process

The evaluators will consider how well the vendor's proposed solution meets the need of the District as described in the vendor's response to each requirement and form. It is important that the responses be clear, concise and complete so that the evaluators can adequately understand all aspects of the proposal in a succinct fashion. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the District select the right vendor with the best combination of professional attributes, experience, and relevant skill-sets, including that of price, based on the evaluation factors. The District reserves the right to require that a subset of finalists make a presentation to the evaluation team for consideration.

This RFP provides general and technical information as well as the required format for responses. Your submitted responses will be the primary source of information used for the system evaluation and selection. Please include all required and appropriate information with your proposal. No other source of information submitted, written or verbal will be considered part of your proposal.

At the completion of the RFP process, the Iowa City Community School District will determine the viability of moving forward and complete negotiations with the chosen vendor to provide equipment and services, representing, but not limited to, solutions that best meet the need of the District's criteria in design, cost, and vendor requirements and references.

**EVALUATION CRITERIA/WEIGHTING**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Price</td>
<td>50</td>
</tr>
<tr>
<td>Implementation Plan</td>
<td>10</td>
</tr>
<tr>
<td>Suitability to District Needs</td>
<td>40</td>
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</tbody>
</table>
1.3 Schedule

Hard copy responses and related material must be delivered by February 1st, 2019, as specified in the RFP. Late responses will be rejected at the sole discretion of the Iowa City Community School District.

An approximate schedule for selection is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Issue RFP / Publish to the District Website</td>
<td>February 17th, 2020</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>March 2nd, 2020</td>
</tr>
<tr>
<td>Sealed Proposals Due</td>
<td>March 16th, 2020</td>
</tr>
<tr>
<td>Tentative Vendor Selection</td>
<td>March 17th, 2020</td>
</tr>
<tr>
<td>Contract Completion (E-Rate dependent)</td>
<td>March 24th, 2020</td>
</tr>
</tbody>
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1.4 Notice of Intent to Propose

Those submitting proposals are required to submit a Letter of Intent no later than via e-mail to Chris Engels, Enterprise Services Manager at engels.chris@iowacityschools.org. Please identify the name, address, phone number, and e-mail address of the person who will serve as key contact for all correspondence regarding this RFP.

Submission of the Letter of Intent constitutes the vendor's acceptance of the procedures, evaluation criteria, and all administrative instructions of this RFP. Letters may be withdrawn at any time before the deadline for submission.

1.5 Deadline for Questions

Questions with regard to the RFP may be asked via email or phone call. Official answers will be posted to the website for all proposing vendors to view. In order to make information available to all proposing vendors, no questions will be answered past March 2nd, 2020 as stated in schedule in Section 1.4.

1.6 RFP Submission

Please submit the proposal, in its entirety, to the contact and address below no later than March 16th, 2020. Sealed proposals must be submitted with 1 hard copy along with a digital copy on a flash drive or emailed to engels.chris@iowacityschools.org with the email subject “RFP 20002 Weber Elementary Fiber Submission”

Chris Engels
Enterprise Services Manager
RFP 20002 Weber Elementary Fiber
Iowa City Community School District
1725 N. Dodge St.
Iowa City IA 52245

1.7 Vendor Communication

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the Enterprise Services Manager. Unauthorized contact regarding this RFP with District employees should not be attempted by vendors and may result in submission rejection. Any oral communications will be considered unofficial and non-binding to the District.

Vendors should rely only on e-mailed statements or posted answers to the website.

Preferred Contact Method is email: engels.chris@iowacityschools.org
1.8 Right of Selection/Rejection - Waiver of Informalities or Irregularities

The District reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the District. Selection of a vendor solution shall not be construed as an award of contract, but as a commencement of contract negotiation, including but not limited to the contract price proposed. This project will be submitted for E-rate funding, and is partially contingent upon a positive funding commitment.

1.9 RFP Revisions

The District reserves the right to change the schedule or issue amendments to the RFP at any time. The District also reserves the right to cancel or reissue the RFP at any time. Amendments or a notice of cancellation will be communicated via the district website.

1.10 Compensation

No payment of any kind will be provided to the submitting vendor, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action.

1.11 Commitments

All quotes should be submitted initially on the most complete basis and with the most favorable financial terms available. The selected vendor's proposal may, at the Iowa City Community School District’s option, be made part of the final purchase contract and all representations in the vendor's proposal may be considered commitments to supply the system as described. Vendors are encouraged to include options for different circumstances.

1.12 Contract Award and Execution

The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the District. The general conditions and specifications of the RFP and the successful vendor's response, as amended by agreements between the District and the vendor, will become part of the contract documents. Additionally, the District will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination. The vendor selected as the apparently successful vendor will be expected to enter into a contract with the District on terms similar to those presented in the copy of the District’s standard Professional Services Agreement. If the selected vendor fails to sign and return the contract within ten (10) business days of delivery of the final contract, the District may elect to cancel the award and award the contract to the next-highest-ranked vendor.
No cost chargeable to the proposed contract may be incurred before the vendor has received a fully executed contract.

1.13 Payment Terms and Conditions

The proposal must contain a fee schedule that includes line items for all components of the proposal, including equipment, installation, support fees, licenses, etc.

1.14 Insurance Requirements

The District will require the selected vendor to comply with the insurance requirements as outlined below. The contractor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the contractor. Insurance shall meet or exceed the following unless otherwise approved by the District.
1.14.1 Scope of Insurance
The amount of such bodily injury and property damage insurance shall not be less than:

Commercial General Liability written on an occurrence basis with limits not to be less than:
- Each occurrence: $500,000
- Personal Injury: $500,000
- General aggregate: $1,000,000
- Products and completed operations liability: $1,000,000
- Fire damage: $50,000

Vehicle Liability
- Bodily injury: $50,000/ $500,000
- Property damage or single limit liability: $100,000
- Workers compensation: $1,000,000
- Umbrella: $1,000,000 aggregate

1.14.3 Verification of Coverage
Contractor shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf and shall name the District as an "additional insured". The certificates are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

1.14.4 Subcontractors
Contractors shall include all subcontractors as insured under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

1.14.5 Asbestos or Hazardous Materials Abatement Work
If Asbestos abatement or hazardous materials work is performed, the contractor shall review coverage with the District’s Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

1.15 Equal Opportunity Compliance
The District is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity.

1.16 Other Compliance Requirements
In addition to nondiscrimination and affirmative action compliance requirements, the proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

1.17 Exceptions
Respondents may take exception to any of the stated requirements so long as all such exceptions are expressly noted and clarified in the response. Alternatives may be shown and quoted as options.

1.18 Primary Provider of all Services

If a vendor’s proposal includes equipment, hardware, software, or services to be supplied by entities other than the proposing vendor, it is mandatory for the proposing vendor to act as the prime contractor for the entire procurement of all products and services proposed with the possible exceptions noted below. The vendor acting as the prime contractor must be the sole point of contact with regard to contract stipulations including payment of any and all charges resulting from the purchasing of the proposed equipment, hardware, software, and/or services. The vendor acting as the primary contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied by its subcontractor. The only two possible exceptions will be cabling and the procurement of network switches.

Section 2: Technical Requirements

2.1 Architecture Overview and System Technology

The Iowa City Community School District is seeking to purchase for an underground, district-owned fiber optic connection between Iowa City West High School and Weber Elementary School. The District is seeking design work to plan the route and any necessary maintenance access along the route, to purchase all equipment necessary for the installation and implementation of the fiber route, and labor to install the fiber. Proposals should include a scope of work, possible ancillary costs that may arise (not included in the proposal), and any service exclusions or tasks not performed by the vendor.

2.2 Equipment/Service Specifications

Iowa City West High School is located at 2901 Melrose Ave. Iowa City, IA 52246
Weber Elementary is located at 3850 Rohret Rd. Iowa City, IA 52246

The district is seeking 36-Strand fiber optic cable. All fiber optic cable shall be the same manufacturer and shall be the same type. A mix of fibers from different manufacturers is prohibited. Outdoor-Rated cables must be used outdoors.

The awarded bidder shall have sufficient resources to complete the scope of work within the allotted time frame and install all cable in accordance with the product specifications and the manufacturer’s recommendations and best industry practices. The awarded bidder must also comply with all local and state building codes in addition to adhering to all electrical and fire code regulations.

Upon completion of the project, the awarded bidder will also be responsible for the documentation and mapping of the installed route as well as documentation of successful testing.
3.0 Response Affidavit

Vendor must fully execute the following affidavit (including notarization), and attach this affidavit as Tab 4 of its proposal:

(To Be Completed, Signed and Notarized, and Attached to Proposal as Tab 4)

Affidavit of ______________________ [Name of Vendor]
State of ______________________
County of ______________________

I, the undersigned, being first duly sworn on oath, state that I am the ______________________ [title] of ______________________ [name of firm], and that I am authorized to make this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s) and amount of this proposal.

I hereby certify that the following statements are true and correct:

• [name of firm] is not delinquent in any real estate, personal property, or earning taxes assessed against it or which it is obligated to pay to any municipality in Iowa or the state of Iowa.

• No fictitious name of any entity or person has been used in this proposal, and no unidentified third party will have an interest in any resulting contract or in the performance of any work under this proposal.

• ______________________ [name of firm] does not do business as or operate under any fictitious name, other than ______________________.

• No director, officer, or employee of the Iowa City Community School District, or their spouse, dependent child(ren), or any business with which they are associated, will receive any monetary benefit or financial gain with regard to this proposal or resulting contract.

• The prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, contractor, service provider, or any other competitor.

• Unless otherwise required by law, the prices in the proposal have not been knowingly disclosed to any other vendor or service provider or competitor, and will not be knowingly disclosed, directly or indirectly, prior to the proposal opening date and time.

• No attempt has been made or will be made by me or my firm to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal in response to this RFP for the purpose of restricting competition.

• My firm has only presented one proposal in response to this RFP.

• This proposal is made in good faith.

• ______________________ [name of firm], its affiliates, subsidiaries, officers, directors, and employees have not been convicted of a felony within the past five (5) years, which felony is related in any way to providing the products and/or services referenced in this RFP, or to the competency of the firm to perform under any resulting contract.

• ______________________ [name of firm], its affiliates, subsidiaries, officers, directors, and employees are not currently subject to any litigation, administrative proceeding, or investigation and have not in the past five (5) years been subject to any litigation, administrative proceeding, or investigation or been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract, except as follows:

[Please explain]

• ______________________ [name of firm], its affiliates, subsidiaries, officers, directors, and employees have not been debarred, suspended, or otherwise excluded from or ineligible to participate in any procurement or non-procurement programs or other assistance programs or activities with the state or federal government, including but not limited to exclusion as identified by the U.S. General Service Administration Office of Acquisition Policy or similar body.

I state that ______________________ [name of firm] acknowledges and understands that the above representations in this Affidavit are important and material and will be relied upon by the Iowa City Community School District, in awarding the contract for which this bid/proposal is submitted. I and my firm understand that any misstatement or omission in this Affidavit may be treated by the Iowa City Community School District as a fraudulent misrepresentation or concealment of the true facts relating to this proposal. Any such misstatement or omission in this Affidavit will be grounds for disqualification and/or immediate termination of any resulting contract at the sole discretion of the Iowa City Community School District.

Sworn and subscribed to this _____ day of __________________, 20__.

____________________________ [Name of Vendor]

Signature:

Printed Name and Title:_____________________________

Notary Public

My Commission Expires: ________________________
3.4: Disclosure Information

Vendor must submit disclosure information on vendor letterhead regarding any potentially improper business relationships including all officers and key employees of the Vendor, and attach this document as part of its proposal.

3.5 Itemized Responses

Vendor must provide its Itemized Responses and/or Exceptions to this RFP and attach such responses as part of its proposal.