

ROCKWOOD SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP No.: <u>RFPTechFiber06152016</u>

Title: Optical Fiber RSHS to RSMS and RSHS to Kellison to RSMS_

Issue Date: June 15, 2016

This document constitutes Rockwood School District's (hereafter called the "District" or "RSD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide consulting and planning services as described in this RFP.

SEALED PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: <u>3:00 p.m.</u> CDT, on <u>Tuesday, July 5, 2016</u>. Proposals submitted after that time and date will be rejected and returned.

PROPOSALS SHALL BE SUBMITTED TO:

Deborah Ketring, Coordinator of Technology Support Services Rockwood School District 1955A Shepard Rd. Wildwood, Missouri 63038

All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

Deborah Ketring, Coordinator of Technology Support Services Rockwood School District 1955A Shepard Rd. Wildwood, Missouri 63038 Tel. No. <u>636.733.1103</u> <u>FAX No. 636.733.8827</u> Email:ketringdeborah@rsdmo.org

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contact or to influence any such person may result in rejection or disqualification of a proposal.



Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

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I. RFP INSTRUCTIONS AND CONDITIONS

1. <u>INTRODUCTION</u>

The District is a nationally recognized, diverse community of learners. Currently the District serves over 22,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 2,500 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District was named "Accredited with Distinction" by the Missouri Department of Education, the highest rating granted by the State of Missouri. Additional detailed information about the District may be found at www.rsdmo.org.

The purpose of this RFP is to select a vendor that will install, terminate and test fiber from:

Rockwood Summit High School's (RSHS) main data closet and Rockwood South Middle School's (RSMS) main data closet; from RSHS's and from RSMS's main data closet to Kellison Elementary School's main data closet. The selected vendor must provide full documentation including test results. The fiber must be installed in full compliance with the local area electrical code and Ameren UE pole requirements (fiber run is both aerial and buried). The District currently has fiber on Ameren poles between Rockwood Summit High School and Rockwood South Middle School and from Rockwood Summit High School to Kellison Elementary School. The proposal will be submitted to the Rockwood School District Board of Education for approval on July 21, 2016. The Proposer must be able to begin work either Friday, July 22 or Monday, July 25, 2016 and complete the project no later than Tuesday, August 2, 2016.

2. <u>PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS</u>

A. In order to be considered, proposers must submit two (2) hard copies of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: "**RFPTechFiber06152016**". Proposals shall be delivered to:

Coordinator of Technology Support Services Rockwood School District 1955A Shepard Rd. Wildwood, Missouri 63038

SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY <u>3:00 p.m. CDT, Tuesday, July 5, 2016</u>. Proposals submitted after that time and date will be rejected and returned.

B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District



may properly evaluate the Proposer's capabilities to provide the required services.

Electronic or facsimile proposals alone will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

- C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals (i.e. C1, D, E. etc.):
- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
- (2) If Proposer is incorporated, include the State, in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owning 10% or more of the corporation.
- (3) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
- (4) A summary description or work plan which describes how Proposer intends to perform the required services and include a description of any involvement and responsibilities which would be required of the District.
- (5) The name(s) of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.
- (6) Description of the manner by which Proposer proposes to be compensated for the services to be provided, including a listing or schedule of fees, commissions, costs and expenses, including reimbursable costs and Proposer's total cost for the services to be provided.
- (7) Completion of Appendix B: Electrical Training Requirements for Contractors Doing Work for Rockwood School District
- D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to Missouri K-12 school districts.
- E. Proposers must provide evidence or information as to their financial condition and stability.
- F. Proposers must provide a minimum of five (5) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each Proposer has provided services.
- G. Proposers must state whether they have been involved in any litigation during the last five years, and if



so, describe any such litigation.

3. <u>PRE-PROPOSAL CONFERENCE - OPTIONAL</u>

A pre-proposal conference will be held for all interested Proposers on Thursday, June 30 at 9:00 a.m., at Rockwood Summit High School, 1780 Hawkins Rd., Fenton, Missouri 63026. At that time any questions or issues related to the RFP will be addressed. Attendees will be provided an opportunity to view the data closets and interior portions of the fiber route and then walk the outdoor fiber route between Rockwood Summit High School, Kellison Elementary School and Rockwood South Middle School. Attendance by Proposers is encouraged, but is not mandatory.

4. <u>AWARD</u>

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

5. <u>RIGHT TO REJECT</u>

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

6. <u>PROPOSALS FINAL</u>

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

7. <u>COST OF PREPARATION</u>

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.



OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

9. <u>RFP INTERPRETATION</u>

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

10. <u>PRICE</u>

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

11. <u>CONTRACT</u>

The Rockwood Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received by October 18th, 2007. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein.

12. INSURANCE

The successful Proposer will be expected to provide the following types of insurance with the described limits:

• Comprehensive General Liability - \$<u>1,000,000</u> per person per occurrence (including Contractual Liability)

\$_1,000,000 property damage per occurrence

\$_1,000,000 aggregate all claims per occurrence

- Workers' Compensation As required by applicable law
- Employer's Liability \$_<u>1,000,000</u> per occurrence
- Automotive Liability \$_1,000,000 per occurrence
- Professional Errors and Omissions \$_1,000,000_ per occurrence



13. <u>TAXES</u>

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

14. <u>NO PARTICIPATION</u>

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this RFP.

15. <u>USE OF INFORMATION</u>

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information ("Information") furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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II. DESCRIPTION OF SERVICES

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the services described herein. The District intends to contract with the successful Proposer to provide advice and consultation to the District about the services to be provided, related matters, and related reasonable costs.

SPECIFIC SERVICES:

The successful Proposer will undertake and provide the services listed below.

Service Outage Restrictions

If any of the existing active fiber runs that span the Ameren UE utility poles or occupy the conduits entering each building need to be removed prior to the new fiber being installed, this work must be started after 4:00 p.m. and the new fiber should be terminated and tested by 7:30 AM the following day.

Rockwood Summit High School to Rockwood South Middle School Fiber Run

- Install Corning armored single mode fiber in one continuous run, i.e. no splices, from the main data closet at Rockwood Summit High School to Rockwood South Middle School's main data closet in full compliance with local area building codes (buried and aerial)
- Service loops in each closet should be a minimum of 25 feet
- Terminate fiber using Corning splice cassette as stated in Parts List
- Test fiber using OTDR with launch and landing cables
- Document test results and provide to Rockwood School District Technology Department
- All 12 strands of fiber must pass testing
- Clean up work area each day
- Rockwood School District will light fiber

Rockwood Summit HS to Kellison Elementary and Kellison Elementary to Rockwood South MS Fiber Run

- Install Corning armored single mode fiber in one continuous run, i.e. no splices, from the main data closet at Rockwood Summit High School to Kellison Elementary School's main data closet in full compliance with local area building codes (buried and aerial)
- Install Corning armored single mode fiber in one continuous run, i.e. no splices, from the main data closet at Kellison Elementary School to Rockwood South Middle School's main data closet in full compliance with local area building codes (buried and aerial)
- Service loops in each closet should be a minimum of 25 feet
- Terminate fiber using Corning splice cassette as stated in Parts List
- Test fiber using OTDR with launch and landing cables
- Document test results and provide to Rockwood School District Technology Department
- All 12 strands of fiber must pass testing
- Clean up work area each day
- Rockwood School District will light fiber



Alternate bid:

Includes the fiber runs as stated above plus the removal of all existing fiber with the same service outage restrictions

Parts List: All parts must be as specified; substitutions are not permitted without written approval from the Coordinator of Technical.

Quantity	Part Number	Description
Proposer must measure and provide quantity	012ESP-T4101DA3	Corning FREEDM [®] Loose Tube, Gel-Free, Interlocking Armored Cable, Plenum, 12 F, Single-mode (OS2)
6	CCh-CS12-A9-P00RE	Corning CCH Splice Cassette, 12 fiber, LC, UPC, Duplex, Single-mode (OS2), Single Fiber (250 micron)
3	CCH-01U	Corning Closet Connector Housing 1 rack unit



III. CONTRACT TERMS AND CONDITIONS

1. <u>INTRODUCTION TO THIS SECTION</u>

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services on or about November 1, 2007 and complete the services on or about February 1, 2008 for a term of approximately three months. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

2. WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

3. <u>REMEDIES FOR UNSATISFACTORY SERVICES</u>

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 4 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

4. <u>INSURANCE</u>

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts described herein. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability

arising out of the performance of Contractor's Services under this Agreement.



- C. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.
- D. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

5. <u>TERMINATION</u>

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

6. <u>INDEMNITY</u>

Contractor agrees to indemnify and hold harmless the District and the members of the Rockwood Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.



GOVERNING LAW - JURISDICTION

This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri.

8. <u>REPORTING</u>

During the term of this Agreement, Contractor shall report to, and confer with, the District's Assistant Superintendent of HR or Chief Financial Officer and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

9. <u>ASSIGNMENT</u>

Contractor agrees, for Contractor and on behalf of Contractor's successors, heirs, executors, administrators, and any person or persons claiming under Contractor, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the District. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

10. <u>LICENSES AND PERMITS</u>

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Services.

11. <u>CONTRACTOR REPRESENTATIONS</u>

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.



2. <u>INDEPENDENT CONTRACTOR</u>

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

13. FEDERAL WORK AUTHORIZATION PROGRAM

As an independent contractor of the District, Consultants will provide documentation and a sworn affidavit that all employees of Consultants are not considered unauthorized aliens as defined by Federal law and are enrolled in and actively participate in a federal work authorization program (FWAP) used to verify citizenship information of newly hired employees under the Immigration Reform and Control Act of 1986. Consultants must also sign and provide to the District an affidavit indicating they do not knowingly employee any unauthorized aliens under this agreement.



APPENDIX A: Aerial map view of estimated fiber runs

Red Line: Rockwood Summit High School to Rockwood South Middle School Yellow Line: Rockwood Summit High School to Kellison Elementary School to Rockwood South Middle School



Appendix B (required) is on next page.



APPENDIX B: ELECTRICAL TRAINING REQUIREMENTS FOR CONTRACTORS DOING WORK FOR ROCKWOOD SCHOOL DISTRICT

1.1 APPRENTICESHIP AND TRAINING REQUIREMENTS

- 1. Provide registration through the U.S. Department of Labor.
- 2. Describe apprenticeship training program requirements which may include one or more of the following:
 - a. National Electrical Contractors Association (NECA)
 - b. National Joint Apprenticeship and Training committee (NJATC)
 - c. Electrical Industry Training Center (EITC)
 - d. St. Louis Electrical Industry Training Center (STLEJATC)
 - e. Associated Electrical Contractors of Greater St. Louis (AECG)
 - f. Ranken Technical College

1.2 STAFFING THE PROJECT

- 1. Apprentices
 - a. Provide copy of the Apprenticeship Agreement.
 - b. Complete the Electrical Training Program Summary below with workers expected to staff the project.

Electrical Training Program Summary				
Description	Apprentice	Journeyman		
1. Percentage of workers currently enrolled in a Training Program				
2. Average hours completed in the Training Program				
3. Percentage of workers who have completed a Training Program				
4. Percentage of workers expected on the project (percentages must equal 100%)				

1.3 PROJECT VERIFICATION

- 1. The Contractor will provide a written verification program to ensure compliance with staffing requirements listed above.
- 2. The Contractor will provide documentation that all apprentices are registered through the U.S. Department of Labor and identify for each individual their respective stages within the apprenticeship program.