

Network Cabling Upgrade/Renovation

Request for Proposal



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1 Administrative Overview

1.1 Objectives

The Owen County Board of Education will receive Proposals for the items and/or services listed herein. You are invited to submit a Proposal, subject to the terms and conditions of this Request for Proposal (RFP). Please read all the instructions and specifications carefully. **Failure to comply with these instructions may disqualify your bid.**

- A. The objective of this Request for Proposal is to contract with a single Vendor to provide removal and relocation of existing cabling and the installation of new CAT6 cabling for Owen County Lower Elementary.
- B. Add additional wiring closet (IDF) and termination to new switches with fiber ran from the MDF.

1.2 Communication

Communication regarding the RFP should be referred to:

Carrie Wilhoite
Owen County Schools
1600 Hwy 22 East
Owenton, KY 40359
502.484-4020

carrie.wilhoite@owen.kyschools.us

1.3 Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP distribution and proposal submission. While there is no guaranteed date for the award of a contract, an anticipated date of award is also given. The District reserves the right at its sole discretion to change the schedule of activities, included the associated dates and times. All times referenced are in the Eastern Time Zone.

| | |
|-------------------------------------|-------------------|
| Release of RFP | February 21, 2016 |
| Site Walkthroughs | By Appointment |
| Proposal Due by 2 P.M. | March 14, 2017 |
| Anticipated Award Date | March 21, 2017 |
| Anticipated Contract Effective Date | July 1, 2017 |

1.4 Questions Regarding this RFP

Questions must be submitted in writing to the District contact named in this RFP. The District will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the District's RFP and Bids web page, and/or shall be advertised in the Owen County Local newspaper, with information on how to obtain a copy of the Addendum.

1.5 Access to Solicitation, RFP and Addenda

The Solicitation, the RFP and attachments and any Addenda shall be posted to the RFP and Bids website at <http://www.owen.kyschools.us/Content2/2>, or advertised in the Owen County Local newspaper, and may be obtained at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

2 Contract Specifications

2.1 Beginning of Work

The Contractor shall not commence any work until a valid Contract has been fully executed. The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

2.2 Contract Components and Order of Precedence

The District's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract award, shall create a valid Contract between the parties consisting of the following:

- a) Any written Agreement between the Parties;
- b) Any Addenda to the Solicitation;
- c) The Solicitation and all attachments hereto;
- d) Standard Terms and Conditions;
- e) Any clarifications concerning the Contractor's Proposal in response to the Solicitation;
- f) The Contractor's Proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

2.3 Period of Contract and Renewal Options

The initial Contract will expire on the date of completion of services, no later than June 30, 2018.

2.4 Changes and Modifications to the Contract

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the District, and incorporated as a written amendment by the Owen County Public School District prior to the effective date of such modification or change.

3 Scope of Work

The Owen County Board of Education seeks an upgrade of its network wiring to newly renovated classrooms and reconnection to newly installed switches. Any existing CAT6 wiring is to remain in place or be relocated. Interested Contractors should expect that the school may be completed in phases during renovation over the course of a fiscal year. Partial wiring of a school may also be

requested. The District reserves the right to cancel any or all projects prior to submitting a purchase order to the winning Contractor(s). Detailed specifications are included at the end of this document.

4 Procurement Process and Regulations

4.1 Model Procurement Regulations

The Model Procurement Regulations adopted by the Board of Education (KRS 45a.345-460) shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this RFP and the Model Procurement Regulations, the Regulations shall control. Copies of these regulations are available online at <http://www.lrc.ky.gov/statutes/chapter.aspx?id=37250>. It is the responsibility of the Offeror to be familiar with these statutory requirements.

4.2 Waiver of Minor Irregularities

The District reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

4.3 Clarification of Proposals

The District reserves the right to request additional information as may reasonably be required for selection, and to reject any Proposals for failure to provide additional information on a timely basis.

The District reserves the right to conduct discussions with any Offeror who has submitted a Proposal to determine the Offeror's qualifications for further consideration. Discussions shall not disclose any information derived from Proposal submitted by other Offerors.

4.4 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any State or Federal District.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

4.5 Certification Regarding Violations of and Compliance with Specified KRS Chapters

Per KRS 45A.343, any Contract entered into by a local public agency, whether under KRS 45A.345 to 45A.460 or any other authority, shall require the Contractor and all Subcontractors performing work under the Contract to:

- A. Reveal any final determination of a violation by the Contractor or Subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and

- B. Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contract.

A Contractor's failure to reveal a final determination of a violation by the Contractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the Contract shall be grounds for the local public agency's:

- A. Cancellation of the Contract; and
- B. Disqualification of the Contractor from eligibility for future Contracts awarded by the local public agency for a period of two (2) years.

A Subcontractor's failure to reveal a final determination of a violation by the Subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the Contract shall be grounds for the local public agency's disqualification of the Subcontractor from eligibility for future Contracts for a period of two (2) years.

The Vendor shall submit any determinations pertaining to this section along with their technical response.

4.6 Proposal Submission

Proposals must be received by **2 P.M. on Friday, January 20, 2017**, at the Owen County Board of Education (address above). The envelope must be marked with **“DO NOT OPEN, NETWORK CABLING BID”**

Any Proposals received after the deadline will be returned unopened to the Bidder. No Proposal can be corrected, altered, or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of Bidders in making up their Proposals. Any Proposals received unsigned shall be rejected.

4.7 Award of Contract

A District evaluation team will make awards to the qualified Bidder whose Proposal best meets the evaluation criteria described below and, after negotiations, is the most advantageous to the District with the price and all other factors considered.

The District may determine at its own discretion whether the Bidder is responsible and qualified. The District shall be the sole judge in determining the Bidder(s) to negotiate with or to make awards for the project and its decision shall be final.

The District reserves the right to make multiple awards or no award at all, to reject any Proposal not submitted in accordance with the terms and conditions of this RFP, or to reject any Bidder who does not appear to be responsible or properly qualified to carry out the project work, or not deemed to be in the best interests of the District.

The Contract shall be awarded at the regular board meeting held on **Tuesday, February, 21, 2017**.

5 Proposal Requirements and Criteria

5.1 Proposal Contents

- a) Provided Proposal forms with executive summary of proposed solution. All information in the form must be complete.
- b) List of three work references, including names, addresses and phone numbers.
- c) Proof of required insurance.
- d) Proof of personnel certifications.

5.2 e-Rate

- a) Vendors responding to this RFP must have a current Service Provider Identification Number (SPIN) issued by the Universal Service Administrative Company (USAC). The SPIN should be provided in the Proposal. Vendors without a SPIN will not be considered.
- b) Vendors must agree to comply with the rules and regulations of USAC. Vendors must also be familiar with billing methods and timelines associated with the program. Proposal submission constitutes agreement to all USAC terms.
- c) All Proposals and awards related to this RFP are subject to Owen County Public Schools receiving approval for funding through the e-Rate process. In the event projects are not funded, Owen County Public Schools reserves the right to modify the scope of the project or cancel the project.
- d) Vendors must agree to invoice the Schools and Libraries Division for the discount amount using the SLD-approved forms and procedures.
- e) Vendors must agree to invoice the District only for the post-discount amount.
- f) Proposals must indicate whether equipment and services are eligible or ineligible for e-Rate funding. Invoices should separate ineligible items from eligible items.

5.3 KETS Wiring Standards

Proposals must comply with the specifications outlined in the Building Wiring Design Checklist Explanation version 3.2 dated 2011 found in pages 56 to 66 of the [School Construction Technology Checklist Guide](#). Signature of the bid forms constitutes agreement to comply with KETS wiring standards. Successful Bidder(s) must also be willing to complete the Building and Wiring Checklist found on pages 16 to 20 for each school prior to project start.

5.4 Industry Certifications

Responsive Bidders must provide proof of the following industry certifications for any employee who will be assigned to work on the project:

- a) BICSI Technician Installer
- b) BICSI Level 2 Installer, Copper and Fiber
- c) Panduit Certified Installer (PCI), Ortronics Certified Installer, or equal

In addition, Bidders must indicate that they will use JDSU or Fluke Network Testing equipment for certifications of all cabling.

5.5 Selection Criteria

Contracts may be awarded to the best overall evaluated Bidder meeting all specifications and conditions, and subject to all other provisions of this request for Proposal. The Board of Education has the right to reject any and all Proposals if it is deemed in its best interest. Cost is not the exclusive criteria in evaluating awards; however, it is the most heavily weighted factor. The following criteria and distribution of points will be used when evaluating Proposals.

Cost of materials and services

40 points

The Proposal with the lowest price receives the maximum score. The Proposal with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points. For example: Assume 40 points is allocated to the lowest price criteria for this procurement. Proposal "A" bids \$300 as the lowest price and receives the maximum 40 points ($\$300/\$300 = 1.00 \times 40 = 40$). Assume Proposal "B" is the next lowest Price at \$400. Then "B" receives 30 points. ($\$300/\$400 = .75 \times 40 = 30$).

Quality of the solution (meets needs and addresses RFP)

30 points

Proposal describes the strategy to be used in completing requested projects, including but not limited to 1) duration of installation and removal of wiring, 2) necessary lead time to order materials prior to installation start, 3) scheduling and assignment of personnel to complete the projects. Technical product literature for each system, solution, goods or service offered is included. Technical literature shall have sufficient detail to indicate whether there is compliance with the specifications for the respective systems, services and/or solutions offered.

Certifications and experience of service personnel

20 points

Proposal includes requested certificates and detailed work history of personnel assigned to the projects.

References or prior work with District

10 points

A list of three existing customer references shall be supplied with your bid. Each of these three references will be contacted and asked "Overall on a scale of 1-10, 1 being the worst and 10 being the best, please rank this company ". The three scores shall be averaged and this average will be the Bidders score. If a Bidder is greater than 10 points from the lead Bidder, this Bidder's references shall not be contacted. Note: If a current Vendor of the board of education - the board reserves the right to provide the sole score.

100 points

6 Standard Terms and Conditions

The following terms and conditions are applicable to the Contract that results from this RFP:

6.1 Effective Date

This agreement is not effective until approved by the Owen County Board of Education. The District's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid Contract between the Parties.

6.2 Renewals

Upon expiration of the initial term, the Contract may be renewed in accordance with the terms and conditions in the Solicitation.

6.3 Prices

All prices quoted by Bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the Contract, the prices will then be firm for the time period that is indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and correction inserted adjacent thereto and initialed by person signing the Proposal. Also, corrections made with correction tape or fluid is to be initialed.

6.4 Cancellation

The District shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days written notice served on the Contractor by registered or certified mail.

6.5 Funding Out Provision

The District may terminate this Contract if funds are not appropriated to the Contracting District or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Contract. The District shall provide the Contractor with thirty (30) calendar days' written notice of termination of the Contract.

6.6 Insurance

General Conditions require all Contractors working for the Owen County Public School System to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable is:

- a) Statutory Workmen's Compensation Insurance.
- b) Public Liability not less than \$1,000,000 single limit per occurrence.
- c) Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- d) Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

6.7 Criminal History Verification

By signing the Solicitation, the Bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Owen County students. The Contractor certifies that no employees with the following offenses will be permitted to have any contact with Owen County students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two years from date of check, and no more than two such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

6.8 Non-Discrimination

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b) The Contractor will, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any Subcontract or purchase order as the administering District may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by

the administering District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government Contracts or federally-assisted construction Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- g) The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the administering District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the District, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.9 K.O.S.H.A. Standards

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.

6.10 Penalty for Default

In case of default by the Vendor, the Owen County Public Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute Contractor which shall operate under the remainder of the existing Contract breached by the Contractor and the original Contractor shall be liable for any and all excess costs incurred in the procurement of the substitute Contractor.

6.11 Excuse for Non-Performance

The successful Vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of negligence of the party not performing.

6.12 Taxes

Owen County School's tax exempt status applies in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded Contractor.

6.13 Reimbursement/Costs

The District will not reimburse Offerors for costs associated with the preparation, submission or requested clarification of any Proposal.

6.14 Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any Contract awarded. The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State.

6.15 Prohibition against Conflicts of Interest, Gratuities, and Kickbacks

Any employee or any official of the Board of Education of Owen County, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of Contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Owen County, Kentucky, shall be deemed guilty of a Class C felony.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of Contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Owen County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

6.16 Non-Collusive Bidding and Non-Conflict of Interest Certification

Bidder must indicate a willingness to enter into an agreement by signing the Non-Collusive Bidding and Non-Conflict of Interest Certification form and including the authorized form in their Proposal. Failure to sign this form may result in disqualification.

Network Cabling Upgrade Project

Vendor Information

Company Name _____
Street Address _____
City _____ State _____ Zip _____
Phone _____
Contact Name _____
Contact Title _____
Contact Email _____

e-Rate SPIN _____

Authorized Bidder's Signature _____

Date _____

By signing the above, you certify that have read, understand and agree to the terms and conditions of the RFP.

Executive Summary, Project Strategy, and Technical Literature (may attach additional pages if necessary):

Non-Collusive Bidding and Non-Conflict of Interest Certification

By signing below, the Vendor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

That I am the Bidder (if Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority on its behalf (if the Bidder is a corporation);

That the cost quoted in the attached bid or bids responding to the Network Cabling Upgrade Project RFP are correct and have been arrived at by the Bidder independently and have been submitted without collusion and without agreement, understanding, or planned common course of action, with any Vendor of materials, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

That the content of the bid or bids have not been communicated by the Bidder, or its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That the Bidder is legally entitled to enter into the Contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of the Model Procurement Code (KRS Chapter 45A);

That I have fully informed myself regarding the accuracy of the statements made above and that I have read the entire contents of this RFP and accept all the terms and conditions as part of my Proposal and will be bound by the same. I am not relying on any statement, verbal or otherwise, not contained herein.

This Proposal cannot be considered valid unless the Bidder fully completes the information below:

Signature of Bidder

Title

Firm Name

Address

Phone

Date

Owen County Lower Elementary School

Fiber Installation to New IDF

| | |
|---|----------|
| Materials | \$ _____ |
| Related Services | \$ _____ |
| Miscellaneous (itemize on separate sheet) | \$ _____ |
| Total cost of fiber installation | \$ _____ |
| e-Rate ineligible cost | \$ _____ |

CAT6 Cabling Additional/Relocation

| | |
|---|----------|
| Materials | \$ _____ |
| Related Services | \$ _____ |
| Miscellaneous (itemize on separate sheet) | \$ _____ |
| Total cost of cable installation and relocation | \$ _____ |
| e-Rate ineligible cost | \$ _____ |