

# **Constantine Public Schools**

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## **Network Electronic Infrastructure**

### **Request for Proposal**

**January 2018**

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# SECTION A:

# TERMS AND CONDITIONS

# REQUEST FOR PROPOSAL

**DOCUMENT TITLE:** Constantine Public Schools Network Infrastructure RFP - 2018

**DOCUMENT NUMBER:** 2018-CON-HS-NI-RFP01

**SCOPE OF WORK:** Constantine Public Schools hereby solicits structured cabling providers to offer proposals to provide copper and fiber network infrastructure for the Constantine High School in Constantine, Michigan. References to CPS shall be intended to represent the entity requesting services. The design and implementation shall meet or exceed all industry best practices, CPS standards, and all State of Michigan policies.

**FISCAL AGENCY:** Constantine Public Schools, Constantine, Michigan

**RFP SCHEDULE:**

EVENT	DATE / TIME (local time)
RFP Advertised	Friday, January 19, 2018
RFP Due	Friday, February 23, 2018 @ 2:50 pm
RFP Opening	Friday, February 23, 2018 @ 3:00 pm
Finalist Interviews	Friday, March 2, 2018
Award / Board Approval	Monday, March 12, 2018 @ 6:00 pm

**OPENING LOCATION:** St. Joseph County Intermediate School District  
62445 Shimmel Road  
Centreville, Michigan 49032

**BOND REQUIREMENT:** Each bid shall be accompanied by good and sufficient bid security or bid bond in an amount not less than 5% of the Bid amount and shall secure the Owner from loss or damage by reason of the withdrawal of the Bid by a Bidder or by failure of the successful Bidder to enter into a Contract with the Owner if his Bid is accepted by the Owner.

**CONTACT PERSON:** John Londono, SJCS Information Services  
Email Address: RFP-CPS@sjcschools.org  
Phone: (269) 467-5315

**ADVERTISEMENT DATE:** January 19, 2018

**NUMBER OF PAGES:** 27 Pages

## 1. SUBMISSION OF RFP

- 1.1. In response to this RFP, Bidders shall submit one (1) original proposal marked "Original", three (3) identical bound copies and one (1) identical electronic response in Adobe PDF stored on flash drive or CD. Clearly label and index binders with appropriate section and sub-section numbers as referred to herein. Number each page individually and provide a table of contents.
- 1.2. Neither the CPS nor any official, employee or representative thereof shall be responsible for the pre/post-opening of, or failure to open an RFP not properly addressed, identified or mislabeled.
- 1.3. Proposals submitted by telephone, telegraphic notice, e-mail or facsimile will not be accepted.
- 1.4. RFP and any addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Company:

RFP TITLE: Constantine Public Schools Electronic Infrastructure RFP  
RFP #: Friday, February 23, 2018 @ 3:00 pm at address below.  
Receipt Time: 2:50 pm (10 minutes prior to Opening)  
Mail / deliver To: Brian Calkins  
John Londono  
St. Joseph County Schools / SJCISD  
62445 Shimmel Road  
Centreville, Michigan 49032

- 1.5. In order for an RFP to be considered, it is mandatory that the RFP documents be received and time-stamped at **62445 Shimmel Road, Centreville, Michigan**, prior to the receipt time specified in this RFP document (see page 1).
- 1.6. Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFP. Emphasis should be placed on conformance to RFP instructions, responsiveness to RFP requirements, completeness and clarity of content.
- 1.7. Any irregularities or lack of clarity in the RFP should be brought to the attention of CPS for correction or clarification.
- 1.8. Addenda issued may become an integral part of this RFP. All addenda are posted on the websites referenced in Section 1.8.2.
  - 1.8.1. Bidder must acknowledge receipt of addenda by signing and returning with the original RFP documents. It is the Bidder's responsibility to insure receipt of any addenda. Failure to submit a signed addendum may result in rejection of a proposal.
  - 1.8.2. To insure that Bidder receives any addenda issued on a bid downloaded from one of the following websites. [www.constps.org](http://www.constps.org) or <http://www.sjcschools.org/information/services/rfp/>
  - 1.8.3. Bidder may contact Information Services at (269)467-5315 or email RFP-CPS@sjcschools.org with name, address, phone, and E-Mail address.. Upon receipt of that contact, CPS will send any addenda documents relating to this proposal to the requested contact.
- 1.9. An authorized representative of Bidder's firm must sign this RFP document. An unsigned proposal shall be disqualified.

- 1.10. Prices quoted shall be F.O.B. destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.11. All costs incurred in the preparation and submission of responses to the RFP shall be the responsibility of the Bidder.
- 1.12. Bidder assumes any and all risks involved with method of dispatch chosen. CPS assumes no responsibility for Bidder's failure to deliver RFP in accordance with the specified receiving point and time stated herein.
- 1.13. All proposals and accompanying documentation become the property of CPS and will not be returned.
- 1.14. Exceptions to the Terms, Conditions and Specifications of this proposal must be noted in the space provided at the end of this proposal. Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. The Constantine Public Schools reserves the right to accept or reject any exceptions based on the best interest of the CPS.

## **2. PROPOSALS ARRIVING AFTER RECEIPT DEADLINE**

- 2.1. Note that the RFP Receipt Deadline is 10 minutes earlier than the Opening Time (page 4).
- 2.2. Late proposals will not be accepted. A proposal arriving after the deadline will be returned to its sender unopened.

## **3. WITHDRAWAL OF PROPOSAL**

- 3.1. A proposal may be withdrawn by written notification delivered by mail, delivery service or e-mail provided such notice is received prior to the date and time set for the delivery deadline.
- 3.2. A request for withdrawal of a proposal received after the scheduled delivery shall not be considered.

## **4. PROPRIETARY INFORMATION**

- 4.1. Constantine Public Schools is a public entity. Thus CPS is subject to all State of Michigan laws regarding Public Records. Unless identified by law as confidential, ALL records are public and subject to inspection and copying by any person.
- 4.2. Upon selection of a successful bidder, the contents of all proposals will become public record. Bidders shall not include any proprietary content that they would not want to be released to the public.

## **5. INTERVIEWS**

- 5.1. CPS reserves the right to require any or all Bidder(s) to make a presentation either in person, by conference call or by web conferencing that illustrates the Bidder's abilities relative to this effort and/or attend an interview session to gauge its suitability to provide services for this project. If so requested, the Bidder shall make its personnel available on 3/31/2017 at a time to be scheduled if needed. No cost allowance shall be permitted for this requirement.

## **6. GOVERNING LAW**

- 6.1. Should there be a contract, Bidder agrees that it shall be governed by and created in accordance with the laws of the State of Michigan. Subject to Paragraph 29, no action involving this contract agreement may be brought except in a state court located in St. Joseph County, Michigan, USA.

## **7. SUSPENSION AND RESPONSIBILITIES**

- 7.1. Bidder must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any state or federal department or agency.
- 7.2. Submission of a signed proposal in response to this solicitation is certification that Bidder's firm (or any Sub-Bidder) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that CPS will be notified of any change in this status.
- 7.3. Loss of Agreement and/or Inability to Fulfill Requirements
  - 7.3.1. If Bidder has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
  - 7.3.2. Termination for default is defined as notice to stop performance due to Bidder's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined Bidder to be in default.
  - 7.3.3. Bidder shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Bidder shall also present its position on the matter.
  - 7.3.4. CPS shall evaluate the facts and at its sole discretion may reject the Bidder's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Bidder.
  - 7.3.5. If Bidder has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

## **8. TERMINATION OF CONTRACT**

- 8.1. This contract may be terminated in whole or in part by CPS for its convenience, but only after the Bidder is given not less than thirty (30) calendar days written notice of intent to terminate and an opportunity for consultation with CPS prior to termination.

## **9. AMERICANS WITH DISABILITIES**

- 9.1. CPS acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. CPS expects all Bidders to be knowledgeable about and comply with the requirements of the ADA.

## **10. INSTALLATION**

- 10.1. The successful Bidder shall make good and at their expense any damage to the work of other trades caused by the installation to the satisfaction of the CPS.

## **11. REQUIRED INSURANCE COVERAGE**

- 11.1. The successful Bidder shall, at the Bidder's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The required insurance shall be in effect prior to the commencement of work by the successful Bidder and shall continue in force as appropriate until final acceptance by CPS of the completion of this contract.
- 11.2. Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must be submitted to Constantine Public Schools to evidence the insurance policies and coverage required of the successful Bidder. The certificate must name Constantine Public Schools as the certificate holder. The certificate should be signed by a person authorized to bind coverage on its behalf. Upon renewal of the policies listed, successful Bidder shall furnish the Constantine Public Schools with replacement certificates.

## **12. WORKER'S COMPENSATION COVERAGE**

- 12.1. Successful Bidder shall have Worker's Compensation coverage as required by law for the duration of the contract to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000).

## **13. GENERAL LIABILITY INSURANCE**

- 13.1. During the project, the successful Bidder shall maintain Comprehensive General Liability Insurance (occurrence form) with the following coverage through an insurance carrier(s) licensed to do business in the State of Michigan and having a current A.M. Best rating of A-:VII or better and approved by the Constantine Public Schools District:
  - 13.1.1. Premises-Operations
  - 13.1.2. Independent Contractor's Protection
  - 13.1.3. Products and Completed Operations
  - 13.1.4. Broad Form Property Damage
  - 13.1.5. Personal Injury (with Employee Exclusion deleted)
  - 13.1.6. Blanket Contractual Liability
  - 13.1.7. Property Damage Liability
- 13.2. Limits shall be equal to the amount carried by the successful Bidder, but shall not be less than two million dollars (\$2,000,000) per occurrence combined single limits.
- 13.3. By endorsement to the required general liability policy and automobile liability policy, Constantine Public Schools must be named as additional insured for all liability arising from this contract. The Additional Insured Document (CG 20 10 11 85 or CG 20 26 11 85) should reference the RFP number.



**14. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

- 14.1. During the project, Bidder shall maintain Comprehensive Automobile Liability Insurance to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Michigan and having current A.M. Best rating of A-:VII or better and approved by the Constantine Public Schools District.
- 14.2. Limits shall be equal to the amount carried by the successful Bidder, but shall not be less than one million dollars (\$1,000,000) per occurrence combined single limits.

**15. PROFESSIONAL LIABILITY INSURANCE**

- 15.1. During the project, Bidder shall maintain Professional Liability (Errors & Omissions) Insurance with minimum limits of at least one million dollars (\$1,000,000) per occurrence. The insurance required above may be provided under primary policies or by a combination of primary and excess policies.

**16. LICENSE AND CERTIFICATION**

- 16.1. Bidder must be licensed or incorporated to do business in the State of Michigan.
- 16.2. Bidder shall possess all applicable licenses and/or certifications to perform this type of service.

**17. VESTED INTEREST**

- 17.1. Bidder chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.
- 17.2. The only benefit Bidder may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in Bidder's initial RFP response.

**18. WARRANTY**

- 18.1. Bidder warrants that the work shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practice and procedure.
- 18.2. Bidder further warrants that the work fulfills the requirements and intent of the entire contractual agreement inclusive of Bidder's RFP response.
  - 18.2.1. If work fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of CPS, Bidder shall re-perform the work or portion of the work that is unsatisfactory at no additional expense to CPS.

**19. ASSIGNMENT**

- 19.1. Any attempt by Bidder to assign or otherwise transfer any interest in this agreement without the prior written consent of CPS shall be void.

**20. ATTORNEY'S FEES**

- 20.1. The parties agree that in the event of a dispute, each party will bear its own costs

of arbitration, litigation and attorney's fees.

## **21. COMPLIANCE WITH LAW**

- 21.1. Bidder shall comply with all applicable federal, state and local statutes, regulations, ordinances and other legal requirements which may apply.

## **22. CONFIDENTIAL TREATMENT OF INFORMATION**

- 22.1. Bidder shall preserve any information obtained, assembled or prepared in connection with the performance of this agreement in strict confidence.

## **23. COVENANT**

- 23.1. Bidder covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement. Further, Bidder covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

## **24. DISPUTE RESOLUTION**

- 24.1. Any controversy or claim arising out of or related to the agreement or the breach thereof shall be settled by arbitration unless Constantine Public Schools, at its sole option, rejects arbitration by so notifying Bidder.
- 24.2. If Constantine Public Schools rejects arbitration, Bidder shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the Constantine Public Schools.
- 24.3. Failure to effect service upon the Constantine Public Schools within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.
- 24.4. If the matter is arbitrated, Constantine High School shall designate whether the rules of the American Arbitration Association or the rules of the Michigan Arbitration Association shall apply. Michigan courts may enter judgment on such awards.
- 24.5. The parties agree that any arbitrator may not award attorney's fees in any case.
- 24.6. Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this proposal, the successful Bidder's response, and any agreement submitted by the successful Bidder, the language in this RFP shall take precedence.

## **25. FORCE MAJEURE**

- 25.1. Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Bidder's inability to perform,

CPS may acquire from others said goods or services without incurring liability to Bidder.

## **26. PATENT INDEMNITY**

- 26.1. Bidder agrees to indemnify and hold the CPS harmless from any claim, including court costs and actual attorney fees, involving patent infringement or copyrights on goods or services supplied.

## **27. PENALTIES / DEFAULT**

- 27.1. In the event that the Bidder defaults on the contract entered into pursuant to this RFP, the CPS shall have the unilateral right, at its discretion, to terminate or cancel the contract entered into between the parties.
- 27.2. Additionally, if the bidder defaults on the contract entered into pursuant to this RFP, the CPS is entitled to recover any upfront or non-recurring charges paid to Bidder pursuant to any contract.

## **28. INDEMNITY**

- 28.1. Bidder agrees to indemnify and hold harmless CPS, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and actual attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the negligence of Bidder, any Sub-Bidder of Bidder, or any officer, employee, or agent of Bidder.
- 28.2. The obligation of this section shall not apply to damages for which CPS is/shall become liable by final judgment to pay to a third party as the result of the negligence of CPS. Nothing herein shall constitute a waiver by CPS of any and all rights and privileges under any governmental immunity act or related statute.

## **29. INTELLECTUAL PROPERTY**

- 29.1. CPS may request copies of the Bidder's drawings, written reports, or other works related to this project for the sole purpose of verifying that the Bidder is in compliance with the relevant specifications required in this RFP. The documents provided by the Bidder shall at all times remain the property of the Bidder.

## **30. NO THIRD-PARTY RIGHTS**

- 30.1. Any contract entered into between the CPS and the Bidder shall be for the sole benefit of CPS and the Bidder.

## **31. NON-ENDORSEMENT**

- 31.1. As a result of the selection of a Bidder to supply services, CPS is neither endorsing nor suggesting that the Bidder's service is the best or only solution. Bidder agrees to make no reference to CPS in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of Constantine Public Schools.

## **32. RECORDS**

- 32.1. Records shall be maintained as required by a successful Bidder in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by CPS.
- 32.2. At any time during normal business hours when CPS deems it necessary, all records shall be made available to St. Joseph County educational agencies at a location in St. Joseph County, Michigan for examination with respect to all matters covered by any subsequent agreement.
- 32.3. Referenced educational agencies may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFP.

### **33. SEVERABILITY**

- 33.1. If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

### **34. EXPENSES**

- 34.1. In the event that CPS agrees to pay for any of Bidder's expenses directly related to this work, the following parameters shall apply:
  - 34.1.1. No overhead and/or profit shall be permitted.
  - 34.1.2. Bidder shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by CPS policy, regulations, and procedures for its own employees.

### **35. REJECTION OF PROPOSALS**

- 35.1. CPS reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:
  - 35.1.1. Proposal lacks signature by an authorized representative of Bidder.
  - 35.1.2. Evidence of collusion among Bidders exists.
  - 35.1.3. Bidder fails to meet terms and conditions as specified in the RFP.
  - 35.1.4. Evidence submitted by Bidder leads CPS to believe that Bidder will be unable to carry out the obligations of the agreement and complete the work described.
  - 35.1.5. CPS investigation determines that Bidder is not qualified to meet the obligations of the agreement and complete work described.
  - 35.1.6. Cost of services exceeds budgetary constraints.

### **36. REFERENCES**

- 36.1. CPS reserves the right to investigate information supplied by Bidder to determine

its accuracy.

- 36.2. Bidder supplied reference or customer list authorizes the CPS to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

### **37. PROPOSAL NEGOTIATIONS**

- 37.1. CPS may open negotiations with responsive Bidders after submission of proposals and prior to award.
- 37.2. At its sole discretion the Constantine Public Schools reserves the right to award an agreement without negotiation based upon written proposals.
- 37.3. The Constantine Public Schools reserves the right to accept any proposal which it deems most favorable to the District and to reject any or all proposals or any portion of any proposal submitted which is not in the CPS district's best interest.

### **38. CONTRACT AWARD GUIDELINES**

- 38.1. CPS reserves the right to waive any minor irregularities in proposals and/or agreements deemed to be in its best interest.
- 38.2. Constantine Public Schools reserves the right to award an agreement on the basis of cost, individual scope of work elements, groups of elements or all elements to a winning Bidder. At CPS discretion, elements of the project could be assigned to multiple Bidders. Taking into consideration the specified evaluation criteria, CPS will select the Bidder/s whose proposal is most advantageous to the CPS.
- 38.3. All agreements are subject to approval by Constantine Public Schools Board and may require approval of their legal counsel.
- 38.4. Once awarded, this contract will be the final expression of agreement between the parties and may not be altered, changed, or amended except by mutual written approval agreement.
- 38.5. Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFP document, the successful Bidder's proposal, and any agreement submitted by the successful Bidder, the language in this RFP document shall take precedence.
- 38.6. CPS reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

### **39. RECOMMENDATION FOR AWARD POSTING**

- 39.1. It is the responsibility of the interested Bidder to obtain the Recommendation for Award.
- 39.2. The Recommendation for Award is posted on the following websites:  
<http://www.constps.org>  
<http://www.sjcschools.org/information/services/rfp/>
- 39.3. Bidder may also obtain the Recommendation for Award by contacting CPS by calling (269) 467-5315 or E-Mail request to RFP-CPS@sjcschools.org.

### **40. APPEAL BY UNSUCCESSFUL BIDDER**

- 40.1. Any unsuccessful Bidder may appeal a pending Recommendation for Award.
- 40.2. Appellant must submit a written protest to the Constantine Public Schools Superintendent no later than six (6) calendar days after Recommendation for Award is posted. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.
- 40.3. Appellant may be required to post a bond with a good and solvent surety company authorized to do business in the State of Michigan or submit other security in a form approved by Constantine Public Schools, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Superintendent.
- 40.4. The bond or other security shall be in the amount of twenty five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).
- 40.5. If Appellant is not satisfied with the response, Appellant may then appeal to an appeals committee designated by the Constantine Public Schools. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the Board of Education, who will render the final decision.
- 40.6. Appellant will not seek any type of judicial intervention until Constantine Public Schools has rendered its final decision on the protest.
- 40.7. Constantine Public Schools is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by Appellant in proposal appeal process.
- 40.8. Constantine Public Schools will stay any award action until after the Board of Education renders a final decision.
- 40.9. If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by Constantine Public Schools because of the unsuccessful appeal.

#### **41. BID BOND**

- 41.1. Every RFP shall be accompanied by a surety company certified bid bond or cashier's check made payable to Constantine Public Schools, Constantine High School, Constantine, MI 49042.
- 41.2. The amount of surety shall not be less than five percent (5 %) of the total RFP submitted. Said amount to be forfeited to Constantine Public Schools should the Bidder, to whom the contract is awarded, fail to enter into the contract in accordance with the RFP.
- 41.3. Surety of the successful Bidder shall be retained by Constantine Public Schools until replaced by a Performance Bond.
- 41.4. The successful Bidder will be required to secure Performance, Labor and Material bonds for all contracts at or exceeding \$50,000, from a surety company having a rating of A- or better, for the full amount of the Contract.

#### **42. TERM OF AGREEMENT**

- 42.1. Once the Board of Education approval is received, the Constantine Public Schools District's intent is to award a contract for the project identified in the scope defined in Sections 45 - 52.
- 42.2. All required design, implementation and construction must be completed before June 30, 2019 or scheduled with the district, after approval of E-Rate Funds, whichever is first.

**44. TIMELINE OF EVENTS**

The following is the tentative schedule of events for the RFP submittal and selection process. CPS reserves the right to change the schedule at any time.

<b>EVENT</b>	<b>DATE / TIME (local time)</b>
RFP Advertised	Friday, January 19, 2018
RFP Due	Friday, February 23, 2018 @ 2:50 pm
RFP Opening	Friday, February 23, 2018 @ 3:00 pm
Finalist Interviews	Friday, March 2, 2018
Award / Board Approval	Monday, March 12, 2018 @ 6:00 pm
Planning / Timeline Meeting Bid Winner	TBD by both parties
Wiring, Termination, firestopping (rated walls) Completion	TBD by ERate Acceptance and Awarded
Switching and Wireless Access Points Installed	TBD by ERate Acceptance and Awarded
Project Certification and Owner Sign-Off	TBD by both parties

**SECTION B:**

**PROJECT REQUIREMENTS**

**AND**

**SPECIFICATIONS**



## SCOPE OF WORK

This project shall be divided into Multiple sections:

- E-Rate Eligible Electronic Infrastructure
- NON E-Rate Eligible Electronic Infrastructure

Bidder shall bid on both the E-Rate Eligible and NON E-Rate Eligible sections, listing each section separately.

Bidder shall list OPTIONAL sections separately in Pricing if bidding.

The following sections reference Constantine Public Schools - Constantine, Michigan 49042.

Installer shall provide all labor, materials, equipment, permits, licenses, supervision, tools, storage, transportation and other items noted in contract conditions necessary to yield completely and fully functional, operable and tested systems as shown on the plans and specifications herein. Installer shall be responsible for pulling, terminating and testing of each new connection. Bidder may sub-contract electrical work necessary for a complete installation. Local electrical vendor contacts shall be available upon request. Installer shall install specified telecommunication equipment in designated locations as shown on drawings.

Bidder shall specify proposed Manufacturer Part Number, Quantities and Totals. (Allowance for a 5% margin of plus or minus shall be calculated to installation quantities.)

### 45.1. CLOSEOUT DOCUMENTS

- 45.1.1. Provide copy of manufacturer's warranties

## 46. E-RATE ELIGIBLE EQUIPMENT and LICENSING (Separate Pricing Section)

- 46.1. Bidder shall provide the listed equipment or its equivalent for this project. Rack installation, testing, connection and configuration to Owner specifications shall be required.
- 46.2. Switching Equipment

### 46.2.1. Constantine High School MDF

- 45.1.1.1. One (1) Aruba 5406R z12 Switch (J9821A)
  - 45.1.1.1.1. Two (2) 5400R 1100W PoE+ z12 Power Supply (J9829A)
- 45.1.1.2. Two (2) Aruba 8-port 1G/10GbE SFP+ MACsec v3 z12 Module (J9993A)
- 45.1.1.3. One (1) Aruba 2530 48G PoE+ 2SFP+ (J9853A)
- 45.1.1.4. Ten (10) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

### 46.2.2. IDF-A (UpStairs)

- 46.2.2.1. One (1) - Aruba (JL075A) 3810M 16SFP+ 16 Port Switch
  - 46.2.2.1.1. Two (2) - Aruba (JL085A) X371 12VDC 250W 100-240VAC Power Supply
- 46.2.2.2. One (1) Aruba 2530 48G PoE+ 2SFP+ (J9853A)
- 46.2.2.3. Four (4) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

### **46.2.3. IDF-B (By Office)**

46.2.3.1. One (1) Aruba 2540 48G PoE+ 4SFP+ Switch (JL357A)

46.2.3.2. Two (2) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

### **46.2.4. IDF-C (By Band)**

46.2.4.1. One (1) Aruba 2540 48G PoE+ 4SFP+ Switch (JL357A)

46.2.4.2. Two (2) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

## **45.1. Constantine Middle School School MDF**

46.2.4.3. One (1) - Aruba (JL075A) 3810M 16SFP+ 16 Port Switch

46.2.4.3.1. Two (2) - Aruba (JL085A) X371 12VDC 250W 100-240VAC Power Supply

46.2.4.3.2. Two (2) HPE X132 10G SFP+ LC LR Transceiver (J9151A)

## **45.2. UPS Systems (HS)**

45.2.1. One (1) APC SRT2200RMXLA-NC Smart UPS

45.2.2. Three (3) APC SURTA1500RMXL2U-NC Smart UPS

## **45.3. UPS Systems (MS)**

45.3.1. Three (3) APC SURTA1500RMXL2U-NC Smart UPS

## **46.3. Access Points (HS)**

46.3.1. Forty Seven (47) Aruba IAP-305 (US) Instant 2x/3x 11ac AP (JX946A)

# **47. NON E-RATE ELIGIBLE EQUIPMENT/LICENSING - REQUIRED**

## **47.1. Switching Equipment**

### **47.1.1. Constantine High School MDF**

45.1.1.5. Two (2) Aruba 24 Port Expansion Module (J9986A)

45.1.1.6. Three (3) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

45.1.1.7. One (1) Aruba 2530 24G PoE+ 2SFP+ 26 Port Switch (J9854A)

45.1.1.8. Six (6) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

45.1.1.9. Two (2) HPE X132 10G SFP+ LC LR Transceiver (J9151A)

### **47.1.2. IDF-A (UpStairs)**

47.1.2.1. Six (6) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.1.2.2. Twelve (12) HPE X132 10G SFP+ SR LC/UPC Transceiver (J9150A)

### **47.1.3. IDF-B (By Office)**

47.1.3.1. Two (2) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.1.3.2. One (1) Aruba 2530 24G PoE+ 2SFP+ 26 Port Switch (J9854A)

47.1.3.3. Five (5) HPE X132 10G SFP+ SR LC/UPC Transceiver (J9150A)

### **47.1.4. IDF-C (By Band)**

47.1.4.1. Three (3) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.1.4.2. Five (5) HPE X132 10G SFP+ SR LC/UPC Transceiver (J9150A)

## **47.2. Constantine Middle School MDF**

47.2.1. Three (3) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.2.2. Ten (10) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

### **47.2.3. IDF-A**

47.2.3.1. Two (2) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.2.3.2. Five (5) HPE X132 10G SFP+ SR LC/UPC Transceiver (J9150A)

### **47.2.4. IDF-B**

47.2.4.1. One (1) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.2.4.2. Two (2) HPE X132 10G SFP+ SR LC/UPC Transceiver (J9150A)

## **47.3. Constantine Riverside MDF**

47.3.1. One (1) - Aruba (JL075A) 3810M 16SFP+ 16 Port Switch

47.3.1.1. Two (2) - Aruba (JL085A) X371 12VDC 250W 100-240VAC Power Supply

47.3.2. Five (5) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.3.3. One (1) Aruba 2530 24G PoE+ 2SFP+ 26 Port Switch (J9854A)

47.3.4. Thirteen (13) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

### **47.3.5. IDF**

47.3.6. One (1) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.3.7. Two (2) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

## **47.4. Constantine Eastside MDF**

47.5. One (1) - Aruba (JL075A) 3810M 16SFP+ 16 Port Switch

47.5.1. Two (2) - Aruba (JL085A) X371 12VDC 250W 100-240VAC Power Supply

47.6. Four (4) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.7. Ten (10) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

## **47.8. IDF**

47.9. One (1) Aruba 2540 48G PoE+ 4SFP+ Switch (JL357A)

47.10. One (1) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.11. Four (4) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

## **47.12. Constantine Tech ED MDF**

47.13. One (2) Aruba 2530 48G PoE+ 2SFP+ (J9853A)

47.14. One (1) HPE X132 10G SFP+ LC LR Transceiver (J9151A)

47.15. Two (2) HPE X132 10G SFP+ LC SR Transceiver (J9150A)

## **47.16. UPS Systems**

47.17. Three (3) APC SURTA1500RML2U-NC Smart UPS

47.18. **AirWave Management**

47.18.1. Forty Seven (47) - Aruba AirWave Device Licenses with One (1) Year of Product Support.

**48. NON E-RATE ELIGIBLE EQUIPMENT/LICENSING - OPTIONAL**

48.1. *Section Left Intentionally Blank*

SECTION C:

APPENDIX

A, B, C

# APPENDIX A

## 49. SUBMITTAL FORMAT REQUIREMENTS

- 49.1. RFP shall be organized in the following format for ease of evaluation.
  - 49.1.1. Include a transmittal letter written on Bidder's letterhead with full name, Bidder's legal status (sole proprietor, partnership, corporation or other), address, telephone number and fax number.
  - 49.1.2. **REFERENCE FORM** - PLACE COMPLETED FORM IN FRONT OF BIDDER'S RESPONSE.
  - 49.1.3. **PUBLIC DISCLOSURE FORM** - PLACE COMPLETED FORM IN FRONT OF BIDDER'S RESPONSE. (REQUIRED FOR BID ACCEPTANCE)
  - 49.1.4. **CONTACT PERSON FORM / PROPOSAL SIGNATURE** - PLACE COMPLETED FORM IN FRONT OF BIDDER'S RESPONSE.
  - 49.1.5. Include a complete Table of Contents.
  - 49.1.6. Bidder Experience and Personnel
  - 49.1.7. Bidder must include in the proposal a description of its company, including the organization's experience and history with providing services to similar organizations. The Bidder shall provide the following information:
    - 49.1.7.1. Historical background on individual or firm making proposal;
    - 49.1.7.2. Description of the division of Bidder's firm that provides these services;
    - 49.1.7.3. List of individuals who will manage this project and his/her professional qualifications;
    - 49.1.7.4. Whether Bidder's organization is national, regional, or local.
  - 49.1.8. Explain in detail the duration and extent of experience with similar school districts including name, address and phone number of contact person for each operation.
  - 49.1.9. Bidder should include any supplemental information such as samples of work, etc., which may be of assistance to the evaluation committee in determining the qualifications of the firm and/or individuals responding to RFP.
  - 49.1.10. Contractor and Subcontractor Listing - Submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.
  - 49.1.11. Project Approach - Describe the approach to be taken including, but not limited to, how the project will be organized, number and types of staff involved.
  - 49.1.12. Compliance with Minimum Qualifications - Please provide a narrative to demonstrate how your company meets and/or exceeds the minimum qualifications listed in the RFP.
  - 49.1.13. Scheduling - Provide a schedule of events that clearly indicates the time sequence for tasks that are required to perform major components of the scope of work.
  - 49.1.14. Costs - Provide the following cost information on a signed and dated fee schedule.
    - 49.1.14.1. Schedule of fees applicable to this effort to achieve the desired results. Itemize costs as related to significant events that are identified in the

Bidder's schedule and indicate a grand total.

- 49.1.14.2. Provide totals per building and include the grand total.
  - 49.1.14.3. Any proposed material or equipment is to be included F.O.B. destination and freight shall be included in the price of the item(s).
  - 49.1.14.4. Rate chart applicable for potential expansion of scope of work.
  - 49.1.14.5. If travel is required, non-local firms are to indicate estimated travel expenses applicable to this effort. Bidders should indicate if any travel will be required.
  - 49.1.14.6. Respondent must provide an hourly rate for future unidentified criteria, support services and consulting services when requested.
  - 49.1.14.7. Define unit of measure, if applicable.
- 49.1.15. Proposed Agreement - Please provide a copy of any proposed agreement form. Please keep in mind that the CPS cannot accept any agreement that includes a specific cancellation clause that is in conflict with Section 9.0 **TERMINATION OF CONTRACT**. Unless otherwise identified as such, CPS's contract / RFP language takes precedence in all cases.

## **50. PROPOSAL PRESENTATION AND RESPONSE**

- 50.1. Each proposal should provide all of the information requested in Section 50 on company letterhead and in the format as requested in Section 1.1 of this RFP. Proposals with answers deemed by the evaluation committee to be incomplete will not be considered for an award.

## **51. ALTERNATIVES TO SCOPE OF WORK**

- 51.1. Surface tray inside the classroom or office area shall remain the responsibility of the bidder.

**REFERENCE FORM** (you may duplicate this form or follow the structure)

Company Name	
Contact Person	
Address	
Phone	
Fax Number	
Email / website	
Description of service provided	

Company Name	
Contact Person	
Address	
Phone	
Fax Number	
Email / website	
Description of service provided	

Company Name	
Contact Person	
Address	
Phone	
Fax Number	
Email / website	
Description of service provided	



**PUBLIC DISCLOSURE FORM**

Firm Name: \_\_\_\_\_

I hereby certify that I understand:

- CPS employees shall not receive unlawful compensation, commission or personal profit in the course of performing CPS duties.
- CPS positions may not be used for unlawful purposes or personal gain.
- I further certify that I have listed all personal relationships and financial interests between the company, company officers, and key employees with current and former Constantine High School board or staff members and current and former Constantine High School authorizing officials. Please complete form below. Additional sheets may be attached if necessary. Write in N/A if non-applicable.

Company/Employee	Position	Date of Hire	District Official / Board Member	Relationship / Interest

- I hereby acknowledge that failure to disclose all facts relative to a conflict or potential conflict of interest with regard to my contract/agreement with CPS may result in termination of said contract/agreement.

Signature: \_\_\_\_\_  
 Authorized Firm Representative

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTACT INFORMATION**

Firm Name: \_\_\_\_\_

Contract Point-of-Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS**

Exceptions to the Terms, Conditions and Specifications of this RFP must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Bidder shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFP title and number. This form must be signed whether or not there are exceptions noted.

\_\_\_\_\_

**PROPOSAL SIGNATURE**

By signing this Proposal, I acknowledge the following:

- I am an authorized agent for Bidder.
- Bidder has read, understands and agrees to the terms and conditions in this RFP and accompanying documents.
- Bidder intends to supply the materials and/or services specified herein.
- Bidder shall provide, execute, and maintain insurance policies as specified herein.
- Bidder shall comply with all federal, state, city, local, county, St. Joseph School Intermediate School District statutes, other regulations and requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IRAN ECONOMIC SANCTIONS ACT**

I am the \_\_\_\_\_ (title) \_\_\_\_\_ of \_\_\_\_\_ (bidder) \_\_\_\_\_, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of services to Constantine High School. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

\_\_\_\_\_  
(date)