

REQUEST FOR PROPOSALS  
NETWORK CABLING PROJECT

RFP

FEBRUARY 19, 2020

EDUCATION SERVICE UNIT #13  
SIDNEY SITE OFFICE ADDITION  
371 COLLEGE DRIVE  
SIDNEY, NE 69162

## GENERAL CONDITIONS

1. Educational Service Unit #13(hereafter "ESU13") will receive sealed Proposals for providing network cabling and installation by qualified installers and their distribution partners (hereafter "Vendor").
2. Funding for this project is dependent upon approval by the Educational Service Unit #13 Board of Education.
3. The Vendor must submit a complete Proposal covering all requirements identified in this RFP package in order to be considered. All Proposals will be carefully scrutinized to ensure that such requirements can be met. Proposals submitted must be the original work product of the Vendor.
4. The Vendor must submit proposals electronically (PDF format) .

Proposals should be delivered to:

B.J. Peters tech@esu13.org (308) 760-5936 Technology Director Educational Service Unit 13 4215 Avenue I Scottsbluff, NE 69361 Phone: (308) 635-3696	Ben Mientka tech@esu13.org Network Engineer Internet Services Specialist Educational Service Unit 13 1114 Toledo Street Sidney, NE 69162
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5. Proposals will be received until **3:00 P.M., MST, MARCH, 16 2020**. Facsimile offers will not be considered in response to this RFP, nor will modifications by facsimile notice be accepted.
6. Participation in this proposal process by interested Vendor shall be at no cost or obligation to ESU13.
7. By submitting a proposal, each Vendor agrees to waive any claim it has, or may have, against the ESU13, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposal; and award of the Contract.
8. ESU13 reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; and (c) to waive formalities any minor irregularities in the proposals received.
9. ESU13 further reserves the right to conduct a pre-award survey of any Vendor under consideration to confirm any of the information furnished by such Vendor or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by ESU13 to be necessary for the successful performance of the contract.

10. Rejection of Proposals. The ESU13 reserve the right to reject any and all proposals in response to this Request for Proposals that are deemed not to be in the ESU13' best interests. ESU13 further reserves the right to cancel or amend this Request for Proposals at any time and will notify all recipients accordingly.

11. Proposals may be modified or withdrawn by written notice or in person by the Vendor or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the deadline.

12. The information presented in the RFP is not to be construed as a commitment of any kind on the part of ESU13. There is no expressed or implied obligation for the ESU13 to reimburse responding firms for any expenses incurred in preparing Proposals in response to this request.

13. Any explanation or statement that the Vendor wishes to make must be contained with the Proposal but shall be written separately and independently of the Proposal proper and attached thereto. Unless the Vendor so indicates, it is understood that the Vendor has proposed in strict accordance with the RFP requirements.

14. ESU13 reserves the right to reject any or all Proposals that do not adhere to these "General Conditions".

15. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the ESU13 after the scheduled closing time for the receipt of Proposals.

16. Proposals, prices, terms and conditions shall remain firm for a period of one hundred and eighty (180) days from the due date for Proposals or until that time when the ESU13 takes official action on the Proposals.

17. The Vendor is responsible for its own verification of all information provided to it. The Vendor must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained.

18. No oral interpretation will be made to any Vendor as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on ESU13. Unauthorized contact by the Vendor with other ESU13 employees or Board members regarding the RFP may result in disqualification.

19. Requests for interpretation must be made in writing or by electronic mail to ESU13 no later than **4:00 p.m. on March, 13 2020**. Any information given to a Vendor concerning the RFP will be furnished to all Vendors as an addendum to the RFP, if in ESU13' sole discretion, such information is deemed necessary to all Vendors in submitting Proposals on the RFP, or the lack of such information would be prejudicial to uninformed Vendors. The Vendor should rely only on written statements issued by ESU13 in the form of an addendum to the RFP.

20. Proposals may contain data that the Vendor does not want used or disclosed for any purpose other than evaluation of the Proposal. The use and disclosure of such data may be so restricted, provided the

Vendor marks the cover sheet of the Proposal with the following legend: "Technical data contained on pages \_\_\_\_\_ and \_\_\_\_\_ in this Proposal furnished in connection with the Request for Proposal of ESU13 shall not be used nor disclosed except for evaluation purposes, provided that , if a Contract is awarded to this Vendor as a result of or in connection with the submission of this Proposal, ESU13 shall have the right to use or disclose technical data to substantiate the award of a Contract."

21. The above restriction does not limit ESU13 rights to use or disclose without the Vendor's permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language different from the above legend. Proposals submitted with restrictive legends or statements which differ from the above will be treated under the terms of the above legend. The ESU13 assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.

22. ESU13 may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Vendor specifically qualifies its offer by stating that the Proposal must be taken as a whole.

23. ESU13 may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service stand point.

24. To facilitate consideration of the Proposals, ESU13 may, at its option, conduct interviews and evaluations after receipt of the Proposal. If this is necessary, the Vendor will be contacted to arrange a time for an interview and product evaluation.

25. ESU13 reserves the right to hold negotiations in an attempt to clarify and qualify terms of any Proposal.

26. ESU13 reserves the right to negotiate final contract terms with any Vendor, regardless of whether such Vendor was interviewed or submitted a best and final Proposal.

27. ESU13 may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.

28. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counter offer on the part of ESU13.

29. The Vendor shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an officer, employee, agent, or Board of Education member of ESU13 for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.

30. No Vendor shall engage in any activity or practice, by itself or with other Vendors, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Vendor's Proposal.

31. In the event of a conflict between the Proposal and the RFP, the ESU13 shall resolve any inconsistency in favor of the RFP. Additionally, ESU13 shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Vendor agrees to abide by the decisions of ESU13.

32. The ESU13, in its discretion, may terminate the Agreement in whole or in part at any time, whenever it is determined that the successful Vendor has failed to comply with or breached one or more of the terms and conditions of the Agreement or specifications incorporated therein and the successful Vendor has failed to correct such failure or breach to ESU13 satisfaction within a period of 15 days after receiving written notice thereof from ESU13. In the event of the partial or total termination of the Agreement, it is hereby agreed that the ESU13 shall only be obligated to pay in accordance with the terms of the Agreement for materials and services, which have been accepted by the ESU13.

33. The ESU13 may terminate the Agreement without cause by notifying the successful Vendor in writing 30 days prior to the effective date of termination. The successful Vendor shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as possible.

34. In the event the Board of Education of ESU13 fails to approve the appropriation of funds sufficient to provide for ESU13 obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the ESU13 shall have the right to terminate the Agreement by providing written notice to the successful Vendor and ESU13 will thereby be relieved from all further obligations under the Agreement.

35. In the event that ERATE Category II funding is withdrawn, withheld, or otherwise not provided to ESU13, ESU13 shall have the right to terminate the Agreement by providing written notice to the successful Vendor and ESU13 will thereby be relieved from all further obligations under the Agreement.

36. ESU13 may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Vendor; liquidation or dissolution of successful Vendor; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Vendor; assignment by successful Vendor for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of the successful Vendor.

37. Initial Proposals may not be withdrawn for 180 calendar days from the due date for Proposals except with the express written consent of ESU13. If a Proposal is accepted as submitted, the negotiated final Agreement shall consist of the Agreement, this RFP, plus any addenda thereto, and the Vendor's Proposal.

38. In the event the Agreement initially awarded by ESU13 is terminated for any reason within 180 days of the due date for Proposals, ESU13 reserves the right to negotiate and accept any other submitted Proposal.

39. ESU13 shall not be responsible for any pre-Agreement expenses of any Vendor, including the successful Vendor, incurred prior to the commencement of the Agreement.

## SCHEDULE OF EVENTS

Event	Date
Release of RFP	<b>Wednesday February, 19 2020</b>
Deadline for Submissions	<b>3:00 P.M., MST, MONDAY, MARCH, 16 2020</b>
Award of Proposal	<b>TUESDAY MARCH, 17 2020</b>

## SELECTION MATRIX

Prior experience with the vendor	35%
Price of the eligible products and services	45%
Design - Best meets the specifications in RFP and Warranty	20%
Total	100

## INQUIRIES

All questions must be submitted via email to the technical contacts no later than March 13, 2020. Responses will be posted on the ESU13 website. <http://bit.ly/328w9uZ>

## TECHNICAL CONTACTS

B.J. Peters tech@esu13.org (308) 760-5936 Technology Director Educational Service Unit 13 4215 Avenue I Scottsbluff, NE 69361	Ben Mientka <a href="mailto:tech@esu13.org">tech@esu13.org</a> 308-254-4677 Network Engineer Internet Services Specialist Educational Service Unit 13 1114 Toledo Street Sidney, NE 69162
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### PROPOSAL SUBMISSION FORMAT

The proposal shall contain a cover letter, a summary Brief on the project with proposed configuration. **Bid cost must include all associated components to complete the project.** List of references and past customers and an Addendum if needed.

Proposals are to be delivered electronically to ESU13 on or before the Closing Date and Time. Proposals received after the closing date and time will be rejected.

### SCOPE OF WORK

Educational Service Unit #13 is requesting proposals for installation of new Data Network Cabling in the following locations (See Drawings). Cost should include network racks patch panels, surface mount raceways, wall boxes, wall plates, and key stone jacks to complete the project. Cabling runs to the door access locations must be included in the final cost. Please see Appendix A for technical requirements.

Location	Max Drops Needed
Sidney Site Office Addition 371 College Drive Sidney, NE 69162	Up to 120

### INSTALLATION REQUIREMENTS

Please see Appendix A for all installation requirements.

### INSTALLATION SCHEDULE

Pending funding approval, installation must be coordinated with the ESU13 technical team and the general contractor of the building project.

### RESPONSIBILITY OF THE VENDOR

Vendor shall have the following responsibilities. The vendor must supply all supervision, tools, equipment, hardware, material, transportation, and construction, and all other related services unless specific provisioning by the customer has been denoted. Obtain all permits and appropriate inspections/approvals as required by law. Be responsible for repair of all damage to the building due to the negligence of its workers or subcontractors. Utilize wiring that is appropriately fire-rated and in compliance with all fire and electrical codes. Ensure that the cabling is covered under warranty against defect for a minimum of three (3) years from the date of installation. Such warranty shall fully cover all repair/replacement costs, as well as time/labor/material costs associated with executing the warranty process. **All materials supplied must be new, no refurbished, remanufactured or remnants will be accepted.**

## INSURANCE AND SURETY BOND REQUIREMENTS

The proposal shall include proof of the Vendor's insurability for the service set forth in the proposal which shall not be less than \$1,000,000. Insurance coverage shall include, but not be limited to general liability (project specific), automobile liability, workers' compensation, and employer liability. The proposal shall also include proof of Vendor's bonding ability for the services for the projects.

## LABOR, CODE AND REGULATORY LAWS

### (a) Fair Labor Standards

Pursuant to Neb. Rev. Stat. §73-102 (Reissue of 2009), Vendor declares, promises, and warrants that it has and will continue to comply fully with fair labor standards in pursuit of his/her business and in the execution of the contract he/she is bidding. In execution of such contract, fair labor standards shall be maintained, provided, no agency or department of the state shall make any requirements, because of the provisions of sections 73-101 to 73-104, that will increase the cost to the state of merchandise, materials, supplies or services. Such requirements shall not apply to such governing authorities that prescribe, in the terms of the contract for public works, provisions governing the hours of labor, rates of pay, and conditions of employment.

### (b) Non-Discrimination Clause

Pursuant to Title VI of the Civil Rights Act of 1964 and Neb. Rev. Stat. §§48-1001, et seq. & 48-1101 et. Seq. Vendor declares, promises, and warrants it shall not discriminate against any employee who is employed in the performance of the contract, or against any applicant for such employment, because of age, color, national origin, race, religion, marital status, disability or sex.

### (c) Applicable Codes and Regulations

All work shall conform to the requirements of all national, state, and local laws, ordinances, building codes, or other regulations that are in effect at the place of work.



## CERTIFICATION LETTER

(must be completed and returned with bid)

I certify that I have read and understand the terms and conditions herein. I further state that I am and/or my company is capable, able to, and will provide the requested products and/or service described herein. I am the owner or agent of the company stated below and am authorized and empowered to contract. By my signature on this RFP response, I/ we guarantee and certify that all items included in my bid meet or exceed specifications.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the RFP and certify that I am authorized to sign this bid for the Contractor.

SUBMITTED BY \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ E-MAIL \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

When signed, this bid becomes legal and binding to Educational Service Unit #13 and is acknowledgement that all specifications and terms and conditions have been read and understood.