



**REQUEST FOR PROPOSAL
HAYSVILLE PUBLIC SCHOOL DISTRICT
E-RATE 2016-2017
SELF-PROVISIONED FIBER RFP**

**Unified School District 261
1745 West Grand Ave
Haysville, Kansas 67060**

**Administrative Contact
IT Director: David Herbert
Email: dherbert@usd261.com**

2016-2017 Self-Provisioned Fiber

(District WAN)

Haysville Public School District

Table of Contents

<i>Item</i>	<i>Page #</i>
<i>Purpose & Terminology</i>	1
<i>Schedule</i>	1
<i>Bid Submissions and Inquires</i>	2
<i>Basis of Award</i>	2
<i>General Conditions</i>	3
<i>District Responsibilities</i>	11
<i>Supplier Responsibilities</i>	13
<i>Scope of Project</i>	17
<i>Appendix A (Satellite View of Project) – See Attached File</i>	
<i>Appendix B (Engineering Specifications) – See Attached File</i>	

HAYSVILLE PUBLIC SCHOOL DISTRICT
2016-2017 Self-Provisioned Fiber

SUBJECT:

This RFP is for the E-rate fiscal year 2016-2017 and includes information for Self-Provisioned Fiber to connect schools in Haysville Public School District, USD261.

PURPOSE:

Proposals are being sought by the Haysville Public School District, USD261, Haysville, Kansas for the purpose of securing the most cost efficient and reliable way of connecting our schools and remote buildings with a minimum speed of 1 Gbps to the Intranet in order to provide Intranet/Internet access to all of our district's students and staff.

BACKGROUND:

Our district's students, teachers, staff and administrators are using more and more resources that require WAN (Wide Area Network) access. The purpose of this RFP is to explore the self-provisioned fiber options currently supported through the E-Rate program and its Category 1 services.

Terms used throughout this RFP

USAC – Universal Service Administrative Company

SLD – Schools and Libraries Division

SPIN – Service Provider Identification Number

USD261 – Haysville Public School District – Unified School District 261

SUPPLIER – Institution Bidding the RFP

This RFP package consists of the following sections:

- I. General Conditions
- II. **USD261** Responsibilities
- III. The **SUPPLIER's** responsibilities
- IV. Scope of Project

Schedule of Events:

Event	Date(s)
Release of RFP to SUPPLIERS	January 2016
Start Site Visits (Optional)	January 2016
End Site Visits (Optional)	February 2016
Deadline for Submission of Proposals	March 2016
Evaluation of Proposals	March 2016

RFP Submitting and Inquiries:

CRW Consulting is **USD261's** authorized E-Rate consultant for all SLD activities. CRW Consulting is located in Tulsa, Oklahoma and has been **USD261's** E-Rate consultant for the last 15 years. Additional information about CRW Consulting can be found on their website at: <http://www.crwconsulting.com>. All questions and bids must be submitted using the CRW Consulting on-line IFCB system. A simple online registration form can be filled out on the CRW Consulting website for applicants wishing to bid on this RFP. If for some reason the system is down before the respective deadline, please email your bid to info@crwconsulting.com or fax it to 918.445.0049. Bids or questions submitted in this fashion will be disqualified if the online system is active at the time of submission. Any questions or technical issues using CRW Consulting online IFCB system should be resolved by CRW Consulting at phone number 918-554-0048.

Basis of Award:

1. E-rate approval by USAC for this RFP
2. **SUPPLIER** must have, or apply for current USAC SPIN.
3. The evaluation of returned bids.
4. Incomplete bids will be disqualified.

I. General Conditions:

The following are the General Conditions for the work to be performed as outlined in the Scope of Project.

1. Location of Sites

The location of the work is on property owned by **USD261** and through negotiated services on right-of-ways.

2. Scope of Work

It is understood that, except as otherwise specifically stated in this RFP, the **SUPPLIER** shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by the **SUPPLIER**.

Any work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to **USD261**, unless the weekend or holiday work is due to a delay caused by **USD261**. The **SUPPLIER** will be fully responsible for securing all required right-of-ways, construction permits and cross connects required to complete this project. Any permits, access, right of ways that **ONLY** the owner (**USD261**) can obtain, will be obtained by **USD261**. This would include, but not limited to, the aerial right of ways (pole rights) included in the Scope of Project section.

3. Protection in General

The **SUPPLIER** shall protect all buildings, furniture, equipment, personal items, trees, shrubs, lawns and all landscaping on school property from damage. Any damaged property shall be repaired or replaced at the **SUPPLIER's** expense. Labor shall include all restoration (leveling, sod replacement) of grounds broken up during the installation of this network.

4. Change in Contract

USD261 will not be responsible for any change in the work involving extra costs unless approval in writing is furnished by the IT Director before such work commences.

5. Existing Conditions

The **SUPPLIER**, before submitting of this proposal, will have the opportunity to visit the **USD261** premises where the work will be conducted and will be assumed to have taken into consideration all conditions which might affect this work. No consideration will be given to any claims based on a lack of knowledge of existing conditions.

6. Insurance

Without limiting the **SUPPLIER's** indemnification, the **SUPPLIER** shall, at its own expense, secure and maintain through the term of this agreement the following insurance, which shall be primary to and not contributory with any insurance or self-insurance maintained by **USD261**:

- Statutory Workers' Compensation insurance and \$100,000 of employer's liability.
- Employer's Liability insurance with limits not less than two million dollars (\$2,000,000) each accident.
- Commercial General Liability insurance with limits not less than two million dollars (\$2,000,000) each occurrence combined Single Limit for bodily injury and property damage, including coverage for personal injury and blanket contractual liability.
- Fire Legal Liability insurance with limits not less than fifty thousand dollars (\$50,000) each occurrence.
- Business Auto Liability insurance with limits not less than two million dollars (\$2,000,000) each occurrence combined Single Limit for bodily injury and property damage, including all owned and hired autos.

All Certificates of Insurance and original additional insured endorsements shall provide that they may not be cancelled without 30 days advance written notice to **USD261**. All liability insurance policies shall name **USD261** as additional insured. Certificates of Insurance for all policies and original additional insured endorsements for liability policies shall be furnished to **USD261** upon request at any time during the term of the contract.

The **SUPPLIER** shall agree that **USD261** shall not be responsible for any liability incurred by the **SUPPLIER** or its employees arising out of the ownership, selection, possession, operation, control, use, and maintenance of any deliverables except as otherwise provided in this contract.

No provision in this document or in the proposal shall be construed, expressed or implied as a waiver by **USD261** of any existing or future right and/or remedy available by the law in the event of any claim of default or breach of contract made by the **SUPPLIER**.

7. Workmanship

All work shall be performed in a professional manner. Personnel from **USD261** may observe the work procedures and workmanship of the **SUPPLIER**, but such observation will not relieve the **SUPPLIER** from any responsibility of performance or constitute acceptance of the work performed.

8. Financing

The **SUPPLIER** will provide a binding contract to **USD261** for submission to the Schools and Libraries Division. After notification of award from the Schools and Libraries Division, the **SUPPLIER** will receive a purchase order for the products and services for which the **SUPPLIER** will be responsible as a result of this RFP. This purchase order will show the amount that is the responsibility of the local school system. The issuance of any purchase order will be contingent upon approval by USAC. Complete payment to the **SUPPLIER** will be subject to the rules of the Schools and Libraries Division (SLD). After notification by the Schools and Libraries Division (USAC Fund Administrator) of the acceptance of the Contract, the contingency will be removed and the purchase order will be submitted to the **SUPPLIER** in accordance with the rules and regulations of the SLD.

9. Application for Payment

All applications (invoices) for payment shall be submitted to **USD261** according to the USAC regulations. **USD261** reserves the right to use either the SPI (Service Provider Invoice - FCC Form 474) or the BEAR (Billed Entity Applicant Reimbursement - FCC Form 472) form of payment.

10. Addenda and Questions

If any questions arise within the RFP documents, the **SUPPLIER** must submit questions using the CRW Consulting on-line IFCB system. A simple online registration form can be filled out on the CRW Consulting website for applicants wishing to submit questions about this RFP. CRW Consulting is **USD261's** authorized E-Rate consultant for all SLD activities and **USD261** is NOT authorized to take bids, answer questions, or communicate in any way during the bidding process. CRW Consulting is USD261's authorized E-rate consultant for all SLD activities. USD261 will not accept any bids – all bids must be submitted directly through the CRW web site at www.crwconsulting.com/rfp. Unless otherwise specified, all questions about this project must be submitted through the CRW website at www.crwconsulting.com/rfp.

11. Evaluation Process

Due to the nature and diversity of the proposals, a significant amount of time may be required to determine which proposal provides the best option for **USD261**. The evaluation process will not be complete until **USD261** has determined the best proposal based on all factors.

12. Withdrawal of Proposal

A proposal cannot be withdrawn after it is filed, unless the **SUPPLIER** makes a request in writing to **USD261** prior to the time set for the opening of submitted proposals. **USD261** will accept no proposals after the deadline for submission of proposals

13. The SUPPLIER's Requirement for SPIN

The **SUPPLIER** must register with the (SLD) for reimbursement under E-Rate guidelines for Category 1 Services. Contractors that do not yet have a SPIN or FCC Filer ID can still submit bids and be chosen by **USD261** to provide services contained in the RFP. However, USAC will not be able to complete the review of an applicant's request for support and make a funding commitment without a SPIN. If the **SUPPLIER** fails to file the appropriate forms with the SLD or fails to receive a SPIN, the contract between **USD261** will be void and the **SUPPLIER** will be disqualified.

14. Stored Materials

Any materials stored on job site shall be the **SUPPLIER's** responsibility.

15. Specifications

Complete specification details for all products being proposed must be provided as part of the RFP response package (proposal).

16. Time of Completion

Work can be started as soon as July 1, 2016 presuming the **SUPPLIER** is selected, contract signed, E-Rate forms are submitted by **USD261** in a timely manner, and funding is approved from USAC. Expected completion date is December 2016.

17. Accident Prevention

Precautions shall be exercised at all times for the protection of persons (including employees and students) and property. Hazardous conditions shall be guarded against or eliminated. **USD261** or the building principal will determine what constitutes a hazardous condition on any campus and the **SUPPLIER** will be responsible for rectifying the issue to the satisfaction of **USD261**.

18. Contract Form

Upon contract award and a binding contract signed, the standard written Purchase Order form will be issued to the winning contractor. Issuance of the Purchase Order will be contingent upon USAC acceptance and funding of the project.

19. Indemnification

The **SUPPLIER** agrees to hold **USD261** harmless and to indemnify **USD261** for every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of whom the owner may be of the property) of any place in which work is located arising out of or suffered through any act or omission of the **SUPPLIER** or subcontractor.

20. The **SUPPLIER**'s Representative

USD261 reserves the right, with sole discretion, to refuse to allow any representative of the **SUPPLIER** to service the contract in any manner. In this event, the **SUPPLIER** shall furnish another representative that is acceptable to **USD261**. Examples of reasons for refusing to allow a **SUPPLIER** representative to service the contract include, but are not limited to:

- Use of profanity or abusive language around any school personnel or students.
- Unclean or unkempt appearance.
- Intoxication or obvious drug use.
- Threatening behavior towards any school personnel or students.

Should the **SUPPLIER** use subcontractors for portions of the work, **USD261** reserves the right to reject any subcontractor without explanations or recourse by the **SUPPLIER** or subcontractor.

21. **USD261** Regulations

The **SUPPLIER** and their representatives shall follow all applicable school district regulations and policies while on **USD261** property including the no smoking, no weapons, and drug free policies. No work shall interfere with school activities or environment unless the Principal or person in charge gives permission. All **SUPPLIER** personnel shall be easily identified by the use of identification badges, uniforms or shirts with the **SUPPLIER**'s logo clearly visible.

22. Governing Law

Contractors bidding on this RFP will be governed under the laws of the State of Kansas, and/or Sedgwick County of Kansas, and/or the City of Wichita, and/or the City of Haysville.

23. Comprehensive List of References

References shall be provided by the **SUPPLIER** upon request from **USD261**. All references should include: a contact person, dates of work, mailing address and telephone numbers. References must include three (3) or more references of installations of similar size and complexity within the USA. Failure to comply upon **USD261**'s request for references will result in **SUPPLIER**'s bid being disqualified.

24. USD261 Reserve Rights

USD261 reserves the right to the following:

- Give full and proper consideration to the service, reputation, product knowledge, and experience of all companies presenting proposals, and to disqualify any such contractor it deems unqualified to provide the services requested.
- Reject any and all proposals if deemed necessary.
- Accept any alternative proposal believed to be in the best interest of **USD261**.
- Waive any formality in the proposal submission.
- Cancel any awarded bid if the service proves unsatisfactory.

25. Proposals

Proposals are to include the furnishing of all materials, equipment, maintenance, shipping costs, delivery, installation, drawings and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the contract documents. **USD261** will not be liable for any costs beyond those proposed herein. Please be advised that public schools are specifically exempted from the payment of Kansas Sales Tax. In case of discrepancy in computed proposal prices, the total price will prevail.

26. Terms of Payment

The start of services for this project may not begin prior to July 1, 2016. **USD261** will, if possible, issue an SLD Form 486 on the day services begin. For the duration of the contract, payments will be made on the first working day after the monthly meeting of **USD261** Board of Education after the submission of invoice(s) from the **SUPPLIER**.

27. Bond

For a proposal in excess of \$100,000, a bond (also referred to as a public works bond, a surety bond, a statutory bond, performance bond, bid bond, or a labor and materials bond) shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents. Per Kansas statute:

"K.S.A. 60-1111 requires that for construction, reconstruction, and remodeling projects which exceed \$100,000, ensure all construction contractors provide a payment bond to the State of Kansas (also referred to as a public works bond, a surety bond, a statutory bond, or a labor and materials bond). The amount of the bond should be at least equal to the cost of the project. Contractors should file a payment bond with Clerk of District Court in the county where the project is to be constructed and furnish the school district with copies of the bond bearing written approval of Clerk of the District Court."

28. Notice of Nondiscrimination - District Policy

The School District does not discriminate on the basis of race, color, national origin, age, sex, disability, or military status, in admission or access to, or treatment or employment in its programs and activities. Any person having inquiries concerning

Haysville Public School's compliance with the regulations implementing Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), or Title II of the Americans with Disabilities Act of 1990 (ADA), may contact the Assistant Superintendent for Personnel, Dr. Michael Clagg, 1745 W. Grand, Haysville, KS 67060, 316-554-2200.

29. Nondiscrimination & Equal Opportunity Employer

The board shall hire all employees on the basis of ability and the district's needs. The district is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring, compensation, terms, conditions, or privileges of employment because of an individual's race, color, religion, sex, age, disability or national origin. Inquiries regarding compliance may be directed to the Superintendent of Schools, 1745 W. Grand Ave., Haysville, KS 67060, 316-554-2200 or to any of the three offices listed below:

Equal Employment Opportunity Commission
400 State Ave., 9th Floor
Kansas City, KS 66101
Telephone: (913) 551-5655

Kansas Human Rights Commission
900 SW Jackson, 8th Floor
Topeka, KS 66603
Telephone: (785) 296-3206

United States Department of Education
Office for Civil Rights
10220 North Executive Hills Boulevard , 8th Floor
Kansas City, Missouri
64153-1367
Telephone: (816) 880-4247

30. Complaint Procedures - Board of Education Policy GAAB

The district is committed to maintaining a working and learning environment free from discrimination, insult, intimidation or harassment due to race, color, religion, sex, age, national origin or disability. Any incident of discrimination in any form shall promptly be reported to an employee's immediate supervisor, the building principal or the district compliance coordinator for investigation and corrective action by the building or district compliance officer. Any employee who engages in discriminatory conduct shall be subject to disciplinary action, up to and including termination.

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, or religion in the admission or access to, or treatment or employment in the district's programs and activities is prohibited. The superintendent of schools, 1745 W. Grand Avenue, Haysville, KS 67060, 316-554-2200 has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and The Americans with Disabilities Act of 1990.

Complaints of discrimination should be addressed to an employee's supervisor or to the building principal or the compliance coordinator. Complaints against the superintendent should be addressed to the board of education.

Complaints of discrimination will be resolved using the district's discrimination complaint procedures.

LEGAL REFERENCE: Neither the Board nor any employee of this District shall illegally discriminate on the basis of sex, age, race, color, creed, religion, national origin, ethnic origin, disability, or any other statutorily prohibited basis. All policies of the Board shall be enforced in compliance with this policy.

II. USD261 Responsibilities

The following are **USD261's** responsibilities for the work to be performed as outlined in the Scope of Project.

1. Access for Installation

USD261 will, during the progress of the installation, allow the **SUPPLIER** and its employees access to the premises and facilities at all reasonable hours or at such hours as **USD261** representative and the **SUPPLIER** agree upon. **USD261** will provide access to existing conduit or the placement of new conduit if necessary to all work locations to support the media installation and provide **SUPPLIER** access to these adjacent areas where and when required.

2. Heating/Cooling

USD261 will provide heat or cooling when required and general illumination in rooms where work is to be performed by the **SUPPLIER**.

3. Inspections

USD261 will promptly make inspections when notified by the **SUPPLIER** that the equipment or any part thereof, is ready for acceptance.

4. Electrical

USD261 will provide all electrical needs within **USD261** buildings.

5. Delay in Work

It is understood that the **SUPPLIER** will not be held accountable for any delays caused by **USD261**.

6. Owner Only Permits

Any permits, access, right of ways that ONLY the owner (**USD261**) can apply for and obtain are the responsibility of **USD261**. This would include, but not limited to, the aerial right of ways (pole rights) included in the Scope of Project section.

7. Sight Visit and Technical Contacts for USD261

Contact any of the following personnel if the **SUPPLIER** wants to request an on-site visit of **USD261** property or facilities. CRW Consulting is **USD261's** authorized E-Rate consultant for all SLD activities and **USD261** personnel are NOT authorized to take bids, answer questions, or provide additional information during the on-site visit.

David Herbert	dherbert@usd261.com	316-761-8476
Jason Soupene	jsoupene@usd261.com	316-761-8477
Bret Long	blong@usd261.com	316-519-1009

8. Building Addresses

Listed below are the **USD261** district buildings that are schedule to receive self-provisioned fiber.

Campus High School	2100 West 55 th Street South	Wichita
Ruth Clark Elementary School	1900 West 55 th Street South	Wichita
Oatville Elementary School	4335 South Hoover Road	Wichita
Haysville West Middle School	1956 West Grand Avenue	Haysville
The Learning Center	150 Stewart Avenue	Haysville
Rex Elementary School	1100 West Grand Avenue	Haysville
Nelson Elementary School	245 North Delos Street	Haysville
Administrative Building	1745 West Grand Avenue	Haysville

III. SUPPLIER'S RESPONSIBILITIES

The following are the **SUPPLIER's** responsibilities for the work to be performed as outlined in the Scope of Project.

1. Provision

The **SUPPLIER** must provide all supervision, tools, equipment, hardware and wiring materials as specified; transportation, erection, construction, unloading, inspecting, and keeping inventory as specified in attached contract documents. Whenever in the contract the terms "provide, furnish, supply, install, etc.", can be interpreted as requiring the **SUPPLIER** to furnish and/or install materials, unless specific provisioning/installation of the materials by **USD261** is denoted.

2. Firewalls

The **SUPPLIER** will provide for the installation of all conduits and sleeves through firewalls and application of fire-stopping materials as required to meet codes.

3. Contractor's License

The **SUPPLIER** must hold a contractor's license in the State of Kansas.

4. Ceiling Tiles

The **SUPPLIER** will provide for the removal and reinstallation of all ceiling tiles as needed. Any broken ceiling tiles will be replaced with equal or better quality of the damaged ceiling tiles by **SUPPLIER**.

5. Identification

The **SUPPLIER** will identify to **USD261** any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, tile floors or partition ceilings.

6. Permits

The **SUPPLIER** shall obtain all necessary county, municipal, and/or state work/building permits. This includes any permits that may be needed to gain the right of way for outside cabling. Any permits, access, right of ways that ONLY the owner (**USD261**) can obtain, will be obtained by **USD261**. This would include, but not limited to, the aerial right of ways (pole rights) included in the Scope of Project section.

7. Damage

The **SUPPLIER** will be responsible for repairs of damage to the building, roads, equipment, existing cable, or property. The **SUPPLIER** will promptly report to a representative of **USD261** any such damage to the building, roads, equipment,

existing cable, or property that may occur while performing work in the facilities.

8. Installation

The **SUPPLIER** will install the wire, cable, and/or associated hardware in accordance with the manufacturer's specifications. All cabling and equipment shall be sufficiently labeled such that the equipment designation or purpose, interconnections and cabling endpoints can be easily determined.

9. Test and Inspections

The **SUPPLIER** will conduct tests and inspections in the presence of **USD261** technical representative after installation has been completed in order that **USD261** may be assured that the requirements for the installation are met.

10. Completion Notification

The **SUPPLIER** will promptly notify **USD261** designated contact of completion of this proposed project.

11. Defects

The **SUPPLIER** will promptly correct all defects for which the **SUPPLIER** is responsible.

12. USD261 Contact

The **SUPPLIER** must coordinate all work with **USD261** designated contact.

13. Cleanup

Upon completion of the work each day the **SUPPLIER** must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean, neat, and in at least the same condition as it was found.

14. Subcontractors

The **SUPPLIER** may use subcontractors to perform work. However, all responsibilities rest with the **SUPPLIER**.

15. Warranty

The **SUPPLIER** will warranty all products installed during the installation of this project to be working and free of defects upon the completion of the project. The **SUPPLIER** will forward any manufactures warranties to **USD261**.

16. Codes, Standards, and Ordinances

All work shall conform to the latest edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568-A and ANSI/EIA/TIA-569 shall be adhered to during all installation activities. Methodologies

outlined in the latest edition of the BICSI *Telecommunications Distribution Methods Manual* shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation

17. Safety

The **SUPPLIER** shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The **SUPPLIER** shall at all times comply with the regulations set forth by federal, state, and local laws; rules and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The **SUPPLIER** shall indemnify and hold harmless **USD261** from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on **USD261** because of the **SUPPLIER**, subcontractor, or **SUPPLIER's** failure to comply with the regulations stated herein.

18. Patents and Royalties

The **SUPPLIER**, without exception, shall indemnify and hold harmless **USD261** and its employees from any liability of any nature or kind, including costs and expenses for or on account of any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by **USD261**. If the **SUPPLIER** or subcontractor uses any design, device, or material covered by letters, patent, trademark, or copyright it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. USAC Certifications

The **SUPPLIER** must be an approved USAC **SUPPLIER** with a current SPIN. Contractors that do not yet have a SPIN or FCC Filer ID can still submit bids and be chosen by **USD261** to provide services contained in the RFP. However, USAC will not be able to complete the review of an applicant's request for support and make a funding commitment without a SPIN. If the **SUPPLIER** fails to file the appropriate forms with the SLD or fails to receive a SPIN, the contract between **USD261** will be void and the **SUPPLIER** will be disqualified.

20. Indemnification

The **SUPPLIER** shall indemnify and hold harmless **USD261**, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this contract; or by consequence or any negligence (excluding negligence by **USD261**, its agents, or employees) in connection with the same; or by use of any improper material or by or

on account of any act or omission of said **SUPPLIER** or its subcontractors, agents, servants, or employees. The **SUPPLIER** further agrees to indemnify and hold harmless **USD261**, its agents, or employees against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the **SUPPLIER**, its agents, associates, or employees.

The indemnification provided above shall obligate the **SUPPLIER** to defend at its own expense or to provide for such defense, at **USD261's** option, of any and all claims of liability and all suits and actions of every name and description that may be brought against **USD261** which may result from the operations and activities under this contract whether the installation operations be performed by the **SUPPLIER**, subcontractor, or by anyone directly or indirectly employed by either.

The award of this contract to the **SUPPLIER** shall obligate the contractor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

IV. SCOPE OF PROJECT

The following are the specifications for the work to be performed as outlined in the Scope of Project.

1. This proposal is for the installation of fiber-optic cable to connect the network operations center (NOC) to seven **USD261** schools.
 - a. NOC – Haysville **USD261** Administrative Offices, 1745 West Grand Ave., Haysville, KS 67060.
 - b. Haysville West Middle School – 1956 W. Grand, Haysville, KS 67060
 - c. Oatville Elementary - 4335 S. Hoover Rd., Wichita, KS 67215
 - d. Campus High School - 2100 W. 55th St. S., Wichita, KS 67217
 - e. Ruth Clark Elementary School - 1900 W. 55th St. S., Wichita, KS 67217
 - f. Rex Elementary - 1100 West Grand Ave., Haysville, KS 67060
 - g. The Learning Center – 150 Stewart Avenue, Haysville, KS 67060
 - h. Nelson Elementary School, 245 N. Delos St., Haysville, KS 67060
2. **SUPPLIERS** are asked to submit their proposal through the CRW Consulting website.
3. The proposal consists of several components listed below.
 - a. The Portion described in sections 5 & 6 represent the outside infrastructure portion of the project (directional boring, trenching, installation of underground conduit, installation of outside Rigid Metal Pipe with LB/metal service box for building penetrations, and installation of manholes with ground rod. The **SUPPLIER** is expected to provide all materials specified in sections 5 & 6 of this RFP, and all other material necessary to complete this project to the satisfaction of **USD261** in accordance with the specifications in this RFP and the engineered drawings provided.
 - b. The portion described in sections 7, 8 & 9 represent the fiber installation portion of the project (installation of fiber-optic cable, installation of locate member, and fusion splicing). The **SUPPLIER** is expected to provide all materials specified in sections 7, 8 & 9 of this RFP, and all other material necessary to complete this project to the satisfaction of **USD261** in accordance with the specifications in this RFP and the engineered drawings provided.
 - c. The **SUPPLIER** should also include in their proposal pricing for the cost to procure and install 3" x 5" nail-up signs and 10" x 14" pole mounted signs. Nail-up signs will be secured with nails to existing poles with permission. Pole mounted signs will be bolted to a **SUPPLIER** installed, **SUPPLIER** provided pole. Poles are to be set in ground and plumbed. Exact number, type, and location of signs will be decided during installation.
 - d. **USD261** reserves the right to not award some or all of the components based on negotiated pricing and availability of funds.
4. **Definitions**
 - a. **Building Penetration** – Unless otherwise specified, anywhere a Building Penetration is requested it will consist of a 4-inch rigid steel pipe attached to

the outside of the exterior wall of the building. In the event that the specified conduits will not fit into one 4-inch rigid pipe, additional 4-inch rigid pipes will be used as needed. The 4-inch rigid pipe will extend down at least 12 inches below grade, and up to the height necessary such that an LB or metallic service box (12"x12"x6") connected to the top will allow fiber-optic cable passing through the LB (or the back of the service box) to enter the building above the suspended ceiling. SDR11 roll pipe will enter this rigid metal pipe at the bottom, providing a pathway from the underground conduit into the building.

- b. **Conduit outside of a building** – Unless otherwise specified, anywhere a conduit is requested outside of a building it shall consist of a smooth wall SDR11 Polyethylene roll pipe large enough to hold the fiber-optic cable(s) specified to be installed into the conduit, but in no case less than 2 inch.
- c. **Conduit inside of a building** – Unless otherwise specified, anywhere a conduit is requested inside of a building it shall be fire rated and shall be large enough to hold the fiber-optic cable(s) specified to be installed into the conduit.
- d. **Manholes** – Manholes shall be sized appropriately (to contain the conduit entrances, fiber splice case(s), and fiber-optic cable service loops) and installed as indicated on the engineered drawings. Round manholes are preferred for easier placement of service loops. No manhole should be smaller than 3 feet in diameter. If manholes are floorless, the **SUPPLIER** shall install a gravel bed (minimum 6 inches) below the manhole for drainage. A lug shall be installed inside of, and affixed to the inside of the box, to allow a #6 ground from the ground rod, as well as a locate member for each conduit, to be attached. **SUPPLIER** will install a #6 ground copper cable and connect it to the ground rod lug. **SUPPLIER** shall also install one #12 insulated copper wires (one per conduit in the manhole) long enough to reach the furthest bottom edge in the manhole, and secure all of them to the lug along with the #6 ground cable. The #12 insulated copper wires will be color coded, using a different color for north, south, east and west. The color of wires to use in each manhole will be dictated by the directions that the conduits/fiber-optic cables leave in the manhole.
- e. **Grounding** – Every manhole will include an 8-foot, 5/8 inch diameter copper ground rod, leaving approximately 4 inches of ground rod exposed, and install with ground lug on the ground rod.

5. **Outside Plant Infrastructure**

- a. The **SUPPLIER** shall install 27 manholes as indicated on the engineered drawings. Each manhole cover shall be inscribed with "**USD261 Telecom**" and shall be appropriately sized to accept the conduits and contain the service loop(s) and splice enclosures necessary to complete this project. Each manhole shall be equipped with a ground rod as described in the section 4 above.
- b. The **SUPPLIER** shall supply manufacturer, model/part number, and cut sheet for SDR11 roll pipe and manholes being proposed.
- c. **Admin Manhole to Admin** - From the Admin Manhole to be placed just north of the Admin building (Appendix B-Sheet #1), install three conduits to the exterior wall at the north end of the Admin building. These conduits will

be sized to each accept two 72-strand fiber-optic cable. A Building Penetration shall be installed to accept the three conduits. Conduit shall be installed inside the building to create a pathway from the building penetration to the Network Operations Center (NOC).

- d. **Admin Manhole to Haysville West Middle School** – From the Admin Manhole run one conduit to the Haysville West Middle Manhole on the south side of W. Grand Ave. (Appendix B-Sheet #2), South of Haysville West Middle School. Run one conduit north to connect with two existing 4 inch PVC pipes. A bottomless manhole appropriately sized to accept these conduits and 100 feet of service loop will be placed at this location (on top of the two existing 4-inch PVC conduits).
- e. **Haysville West Middle School Manhole to Oatville Elementary** – From the Haysville West Middle School Manhole run one conduit to the manhole northeast of Oatville Elementary School. Run one conduit from this manhole to the existing concrete tunnel. The **SUPPLIER** shall core a hole into this tunnel, which will provide a pathway directly into the MDF.
- f. **Admin Manhole to Campus High School** – From the Admin Manhole run two conduits to the Grand/Meridian Manhole located at the intersection of W. Grand and S. Meridian Ave. (Appendix B-Sheet #7). Continue run with one conduit north to the Campus HS Manhole southwest of Campus High School (Appendix B-Sheet #10). From this manhole, run one conduit to connect to the existing conduit which runs into Campus High School and the MDF.
- g. **Campus HS Manhole to Ruth Clark Elementary** - From the Campus HS Manhole (Appendix B-Sheet #10) run one conduit to Ruth Clark Elementary where the **SUPPLIER** shall install a building penetration as indicated on the engineered drawings, which is directly into the MDF.
- h. **Grand/Meridian Manhole to Rex Elementary** – From the Grand/Meridian Manhole (Appendix B-Sheet #7), run one conduit east to the Rex Manhole just south of Rex Elementary (Appendix B-Sheet #12). Continue north with one conduit to Rex Elementary where **SUPPLIER** shall install a building penetration. Conduit inside the building from the building penetration to the MDF is not required as there is not enough room.
- i. **Rex Manhole to The Learning Center** - From the Rex Manhole run one conduit to the Stewart Manhole located at the north end of Stewart Dr. (Appendix B-Sheet #13). From the Stewart Manhole run one conduit south to The Learning Center where the **SUPPLIER** shall install a building penetration as indicated on the engineered drawings, which is directly into the MDF.
- j. **Stewart Manhole to Nelson Elementary** - From the Stewart Manhole run one conduit east to Nelson Elementary (Appendix B-Sheet #15). Conduit inside the building from the building penetration to the MDF is not required as there is not enough room.
- k. **SUPPLIERS** submitting proposals must provide documentation relating to qualifications in outside plant design and installation.

6. OSP Infrastructure Installation

- a. Installation via directional boring or open trenching is acceptable.
- b. Road cuts are not allowed, and conduit runs under roads must be bored.
- c. All boring should be at 60 inches or deeper if needed to avoid obstacles. In

- no cases should conduit be bored above existing utilities.
- d. All direct burial of conduit via open trenching shall be at 36 inches.
 - e. Crossings under RR tracks will comply with all requirements of Kansas Oklahoma Railroad.
 - f. Sidewalks and driveways should not be broken during installation unless absolutely necessary.
 - g. When completed, the work areas shall be returned to their original condition, to include, but not limited to leveling dirt and removal of excess dirt and replanting of grass over open trench work and around manholes as necessary. Any concrete or asphalt broken or removed during construction/installation must be repaired/replaced as necessary.
 - h. All underground conduit shall be SDR-11 or heavier and, except as otherwise noted, shall be installed via directional boring at a depth of not less than 60 inches or direct buried in open trench at a depth of not less than 36 inches.
 - i. **USD261** will secure right-of-way access, access to poles needed to cross the Big Ditch, and access to bore under the RR line if required. There will be no cost to the **SUPPLIER** for rights or permits for this access.
 - j. After installation, the **SUPPLIER** will provide detailed as-built drawings of exact location of conduit to include distance from property line and depth at 50 foot intervals, and location of manholes. Drawings are only required for conduit and manholes being installed and/or touched during this project.

7. **Fiber Specifications**

- a. Fiber-Optic cable used in this project will meet the following specifications:
 - i. 8.3/125 micron core/cladding, single mode, and graded index glass fiber.
 - ii. Gel filled buffer tube, 250 µm, acrylate
 - iii. EIA/TIA-598 color coding for fiber-optic cable
 - iv. Flooded core
 - v. Capable of bend radii as small as 20x outside cable diameter (under installation load) and 10x outside cable diameter (long-term load)
 - vi. Capable of a minimum crush resistance of 850 lbs./inch
 - vii. Maximum attenuation for fiber of 0.35 dB/km at 1,310nm and 0.2 dB/km at 1,550nm
- b. **Fiber-Optic Cable A** –72-strand fiber-optic cable, strands 1-72.
- c. **Fiber Optic Cable B** - 72-strand fiber-optic cable, strands 73-120.
- d. **Fiber Optic Cable C** - 48-strand fiber-optic cable, strands 121-168.
- e. **USD261** would prefer that, with the exception of requested fusion splices, all cable installed be continuous end-to-end with no additional splices. In the event that distances preclude installing a single cable, then from the NOC to any end-point, there may be no more than one fusion splice above and beyond the fusion splices specified in this document.

8. **Fiber Installation**

- a. The **SUPPLIER** shall supply manufacturer, model/part number, and cut sheet for fiber-optic cable and splice enclosures being proposed.
- b. The **SUPPLIER** is **NOT** responsible for termination of the fiber, but will leave a 20 foot service loop in the NOC and each MDF for terminations to be completed by **USD261**. The 20 foot service loop is in addition to the cable

- necessary to reach the furthest equipment rack in each of these locations.
- c. The **SUPPLIER** is responsible to leave service loops in each manhole as designated on the engineered drawings. Service loops in manholes are to be neatly coiled.
 - d. The **SUPPLIER** shall ensure that during the installation, the fiber-optic cable is not subject to bending that exceeds manufacturer specifications. Additionally, **SUPPLIER** shall use appropriate equipment to guarantee that the pull tension applied to the fiber-optic cable does not at any time exceed manufacturer specifications.
 - e. **SUPPLIER** shall provide and place tracer wire in conduits containing fiber optic cable. Tracer wire must be #12 minimum solid copper wire with type TW, THW, RHW, or USE insulation. A minimum of 3 feet of slack must be extended into each communication pull manhole or hand hole from each direction. This tracer wire will be connected to the color coded #12 lug (as described in 4.d. above).
 - f. **NOC to Haysville West Middle School** – From the Network Operations Center in the Admin building, run a 48-strand fiber-optic cable (C) through the conduit to the Admin Manhole, and then west to the Haysville West Middle Manhole. Splice a 24-strand fiber-optic cable to the last 24 strands of Cable C (strands 145-168) and run this 24-strand fiber-optic cable through the conduit and into the MDF at Haysville West Middle School.
 - g. **Haysville West Middle Manhole to Oatville Elementary** – From the Haysville West Middle Manhole splice a 24-strand fiber-optic cable to the first 24 strands of Cable C (121-144) and run the 24-strand fiber-optic cable through the conduit and into the MDF at Oatville Elementary.
 - h. **NOC to Campus High School** – From the Network Operations Center in the Admin building, run a 48-strand fiber-optic cable (B) through the conduit to the Admin Manhole, and then north and east to the Grand/Meridian Manhole. Continue north through the conduit to the manhole just east of 63rd Street (Appendix B-Sheet #8). Splice a 48-strand aerial cable to Cable C and continue north, connecting to the existing utility poles and into the manhole north of the Big Ditch. Splice the 48-strand aerial cable to a 48-strand fiber-optic cable and continue north through the conduit to the Campus HS Manhole. Splice a 24-strand fiber-optic cable to strands the first 24 strands of Cable B (strands 73-96) and run this 24-strand cable through the conduit to the MDF in Campus High School.
 - i. **Campus HS Manhole to Ruth Clark Elementary** - At the Campus HS Manhole (Appendix B-Sheet #10) splice a 24-strand cable to the last 24 strands of Cable B (strands 97-120) and run this 24-strand cable through the conduit and into the MDF at Ruth Clark Elementary.
 - j. **NOC to Rex Elementary** – From the Network Operations Center in the Admin building, run a 72-strand fiber-optic cable (A) through the conduit to the Admin Manhole, and then East to the Rex Manhole (Appendix B-Sheet #12). Splice a 24-strand fiber-optic cable to the last 24 strands of Cable A (strands 49-72) and run this 24-strand cable through the conduit to the MDF in Rex Elementary.
 - k. **Rex Manhole to The Learning Center** – From the Rex Manhole, splice a 48-strand fiber-optic cable to the first 48 strands of cable A (strands 1-48) and run this 48-strand cable east through the conduit to the Stewart Manhole

(Appendix B-Sheet #13). Splice a 24-strand fiber-optic cable to the last 24 strands of the 48-strand cable that was spliced into Cable A (strands 25-48) at the Rex Manhole and run this 24-strand cable south through the conduit into the MDF at The Learning Center.

- i. **Stewart Manhole to Nelson Elementary** - From the Stewart Manhole splice a 24-strand fiber-optic cable to the first 24 strands of the 48-strand cable that runs from Rex manhole cable A (strands 1-24) and run this 24-strand cable east through the conduit into the MDF in Nelson Elementary.
- m. When fiber-optic cable enters buildings, **SUPPLIERS** must comply with all fire codes and other applicable codes. If outdoor cable must be transitioned to an indoor cable to meet code, **SUPPLIER** will list the schools this applies to, and describe for each said location how the transition will be accomplished.
- n. All fiber cable splicing must be fusion spliced. Barrel connectors or other means of splicing the cables will not be considered.
- o. All fusion-splices and mid-span taps must be contained in an appropriately sized splice-enclosure with splice-tray organizer and shall be able to accommodate splices of all strands of the largest cable entering the manhole. Splice enclosures must be water-proof and properly sealed to preclude water intrusion if immersed. Splice enclosures must be able to be opened and resealed for repairs and additional splicing in the future.

9. **Fiber Testing** – **SUPPLIER** shall preform two tests on the fiber optic cable.

- a. Fiber shall be tested after installation using a bare fiber OTDR test. A copy of the test results for all strands on each leg shall be provided, to include attenuation loss, length of the leg, the number and locations of fusion splices on the leg. All fiber strands must be tested end-to-end after installation. Line loss of 0.15db per fusion splice and 0.35db per Km of cable are acceptable. These test results will be provided to **USD261** after testing is completed.
- b. Fiber shall be tested after installation using a bare fiber OTDR test. A copy of the test results for all strands on each leg shall be provided, to include attenuation loss, length of the leg, the number and locations of fusion splices on the leg. All fiber strands must be tested end-to-end after installation. Line loss of 0.15db per fusion splice and 0.35db per Km of cable are acceptable. These test results will be provided to **USD261** after testing is completed.

Appendix A

(Satellite View of Project)

See File: USD261_Self-Provisioned_Fiber_Appendix-A.pdf

Appendix B ***(Engineering Specifications)***

See File: USD261_Self-Provisioned_Fiber_Appendix-B.pdf