



# Fiber Optic Cable Installation Projects

22018B

Due by:  
2:00 p.m. LT  
Thursday, February 17, 2022

**ANOKA-HENNEPIN SCHOOL DISTRICT**

**CALL FOR BID**

**Request for Bids 22018B - Network Infrastructure Cabling Project**

Bids due by 2:00 p.m. Local Time (LT) on Thursday, February 17, 2022.

By order of the School Board of Anoka-Hennepin School District, sealed Bids for Fiber Optic Cable Installation Project will be received in accordance with the specifications prepared by the Anoka-Hennepin School District until 2:00 p.m. Local Time (LT) on Thursday, February 17, 2022 at the District Purchasing Department, 2727 North Ferry Street, Anoka, MN 55303. Hand delivered bid must be checked in at the reception desk located at Entrance #1.

The following project dates have been established: Bids issued Thursday, January 13, 2022. Closing date for vendor questions is Tuesday, February 8, 2022 by 4:00 p.m. LT, Responses to Vendor questions issued by Thursday, February 10, 2022 by 4:00 p.m. LT. Bid opening is Thursday, February 17, 2022 at 2:00 p.m. LT.

Specifications may be examined or obtained at the Anoka-Hennepin School District, Purchasing Department, 2727 North Ferry Street, Anoka, Minnesota 55303 between the hours of 10:00 a.m. and 2:00 p.m. LT or by calling the Purchasing Department at 763-506-1300.

No vendor may withdraw their Bid within sixty (60 days) after the scheduled closing time for the receipt of Bids.

The School Board reserves the right to reject any or all Bid or parts of Bid and to waive informalities in the Bids.

ANOKA-HENNEPIN SCHOOL DISTRICT  
CLERK OF THE SCHOOL BOARD

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Jeff Simon

To be published in Sun Publisher on Thursday, January 13, 2022 and January 20, 2022.  
To be published in ECM Publisher on Friday, January 14, 2022 and January 21, 2022.

# PART 1: GENERAL INSTRUCTIONS

## 1.01 INVITATION

Sealed bids will be received at the Purchasing Department of Anoka-Hennepin School District, 2727 North Ferry Street, Anoka, MN, 55303 until **2:00 p.m. Local Time (LT) on Thursday, February 17, 2022** to provide installation of single-mode fiber optic cable for 26 sites and 56 data closets, in accordance with the specifications included in this document.

## 1.02 BACKGROUND AND OBJECTIVE

This request for bid (RFB) invites vendors to propose fiber cabling and installation services for proposed cabling for Anoka-Hennepin School District. The District is seeking a Vendor for the Installation of single-mode fiber cabling between Intermediate Closet (IC) and Main Closet (MC) in Elementary, Middle and High schools.

Refer to Appendix A – List of Buildings

For more information about Anoka-Hennepin Schools, please view our website at [www.ahschools.us](http://www.ahschools.us).

The District plans to file for E-Rate for Category 2 funding. Vendors responding must have a current SPIN and agree to follow all E-Rate program rules.

- A. The District intends to seek E-Rate funding for all eligible services contained herein. This includes but is not limited to fiber cable installation and warranty costs.
- B. All required documents for E-Rate related to this RFB can be found on the E-Rate Productivity Center Portal at <https://portal.usac.org/suite/>.
- C. Before the due date for this RFB, the Respondent shall have a valid Service Provider Identification Number (SPIN) and be in good standing with the Universal Service Administrative Company.

For more information about Anoka-Hennepin Schools, please view our website at [www.ahschools.us](http://www.ahschools.us).

## 1.03 DEFINITIONS

- **District** refers to Anoka-Hennepin School District and any department or board of the School District.
- **LT** means Local Time
- **Vendor** means the company submitting a bid in response to this RFB
- **Contract Vendor** refers to the Vendor that has been awarded a contract as a result of this bid.
- **RFB** means Request for Bid

## 1.04 INSTRUCTIONS

### A. Response Preparation

Vendor to submit one (1) original response printed on standard copy paper, clearly labeled with:

Vendor Name

RFB 22018B – Fiber Optic Cable Installation Project

Attn: Tiffany Audette, CPPB / Purchasing

and a notation "Bid Enclosed – Do Not Open until **2:00 p.m. Local Time (LT) on Thursday, February 17, 2022**

The bid must be signed by an officer or other employee authorized to submit the Bid. Proof of authority of the person submitting the bid must be made available upon request from the District.

Acceptable delivery methods are listed below:

US Postal Service

FedEx, Courier, UPS

Personally, hand delivered\*

The bidder assumes the risk of any delay in the mail or on the handling of mail by employees of the school district.

**B. Multiple Submissions – Not Applicable**

**C. Delivery Response**

Bids must be received at the following address:

Anoka-Hennepin School District  
Purchasing Department, Entrance #1  
Attn: Tiffany Audette, CPPB  
2727 North Ferry Street  
Anoka, MN 55303

If delivering in person, please check in with receptionist at Entrance #1.

**D. Bid Opening**

Bids will be opened and read aloud immediately after the specified time of closure for the bidding period. This will be conducted live through the use of the google meet platform. Those interested in attending the bid opening, may do so virtually utilizing the link provided below or calling in.

Google Meet joining info:

Meeting ID  
[meet.google.com/qqu-rtbr-mnw](https://meet.google.com/qqu-rtbr-mnw)



Phone Numbers  
(US)+1 [262-457-9795](tel:2624579795)  
PIN: 280 438 182#

In the event of an unforeseen closure at the Anoka-Hennepin School District site, that is designated in the solicitation for the receipt and opening of bids and/or proposals, at the date and time of the scheduled opening, the Procurement Department postpones the receipt and opening of bids and/or proposals as scheduled. The due date and time, specified for the receipt of bids and/or proposals is deemed to be extended, to the same time of day specified in the solicitation and on the first subsequent operational business day, unless otherwise amended prior to the due date and time.

**E. Late Bid Submissions**

The Vendor assumes the risk of any delay in the delivery of their bid. Whether the bid is sent by mail, or by means of personal delivery, the Vendor assumes responsibility for having their bid clocked in on time at the location specified above. Any bids received after the bid opening time identified in Section 1.04 may be rejected.

**F. Editing of this Document**

This document must be submitted without any alterations or edits to the terms and conditions. If your response submission is found to have any modifications, additions, or changes to the originally sent documents, your response may be considered fraudulent and be rejected.

Vendors must submit all bids on the District's forms. Bids submitted on company forms may be rejected.

**G. Withdrawal of Bid**

A bid, once delivered to the formal custody of the District, may not be withdrawn until after the bids are opened and acknowledged; and no response may be withdrawn for a period of sixty days from the opening. Once the District has received a bid, that document becomes property of the District.

**H. Vendor Responsibility**

It is the obligation of each Vendor to examine instructions, requirements and specifications before submitting a bid. Submission of a bid shall be proof that such examination has been made and that each vendor has become thoroughly familiar with the requirements. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor.

**I. Incurring Costs**

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a bid, whether or not it is the successful Vendor. These costs include but are not limited to:

- bonding
- legal costs for any reason
- visitation costs
- reproduction
- postage and mailing

**J. Disclosure of Data**

According to state law, the content of all bids and related correspondence, which discloses any aspect of the bid process, will be considered public information when the award decision is announced. This includes all documents received in response to this RFB, both the selected bid and the bid(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

**K. Timeline**

Description	Date
Bid released	Thursday, January 13, 2022
Date by which vendor should indicate if they are interested in site walk-throughs	Friday, January 21, 2022 by 1:00 PM LT
Site Surveys	Tuesday, January 25, 2022
Closing date for vendor questions	Tuesday, February 8, 2022 by 4:00 PM LT
Responses issued to vendor questions	Thursday, February 10, 2022 by 4:00 PM LT
Bid opening	Thursday, February 17, 2022 at 2:00 PM LT
Cabling installed and in operation	September 1, 2022

**L. Bid Security**

A bid security in the form of a bond, certified check, or cashier's check equal to five percent (5%) of the total proposed amount, made payable without recourse to the District, must be submitted with the bid. No other form of security will be accepted. The bid security in the form of a bond, certified check, or cashier's check will be returned to all but the successful vendor within 10 days after the bid is awarded by the Board of Education of the District.

**M. Affidavit of Non-Collusion**

Collusion of Vendors is cause for rejection of Vendors involved. A completed Affidavit of Non-Collusion must be submitted with each bid. Please refer to Attachment A.

**N. Pre-Bid Meeting**

Refer to Part 2.11 for Site walk thru.

**O. Inquiries Regarding Bid**

All inquiries concerning this RFB must be submitted via email to [PurchQuotes@ahschools.us](mailto:PurchQuotes@ahschools.us) by 4:00 p.m. on Tuesday, February 8, 2022. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention. Responses to inquiries will be emailed to Vendors by 4:00 p.m. on Thursday, February 10, 2022.

**P. Deviation from Specifications**

The use of approved manufacturer, brand and/or catalog description in specifying any item does not restrict vendors to that manufacturer, brand or catalog description identification. This is used simply to indicate the character, quality, or performance equivalence of the commodity desired, and the commodity on which bids are submitted must be of such character, quality, or equivalence that it will serve the purpose for which it is to be used equally well as that specified, and be acceptable to the using department.

All substitution requests must be submitted for approval during the question period of the solicitation. A complete description of the proposed substitution including packing and shipping quantities and color samples for the manufacturer, which it is to be substituted, must be included in the substitution requests.

**Q. Samples – Not Applicable**

**R. References**

In Part 3, Vendors are required to list three customers with approximately the same service requirements and volume as described in this document. In addition, the responder must provide information for a company who has discontinued a contract within the last three years. The District will make all reasonable attempts to reach the specified references.

**S. Uniformity**

To provide uniformity and to facilitate comparison of responses, all submissions must be printed in ink, signed and submitted on the forms provided. When additional sheets are necessary, they must be submitted clearly referring to the page number, section, or other identifying reference in this document. All information submitted must be noted in the same sequence as it appears in this document.

**T. Interpretations and/or Clarifications**

Interpretations and/or clarifications shall not be binding on Vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this document will be sent by the District to each Vendor. These addenda will become part of the bid and will be included by reference in the final contract(s) between the Vendor(s) and the District.

**U. Vendor Interviews – Not Applicable**

**1.05 BASIS OF AWARD**

**A. Vendor Qualifications**

The District may make reasonable investigations to determine the ability of the Vendor to perform Network Infrastructure Cabling services as detailed in this bid. The Vendor will furnish all information and data for this purpose, as may be requested. The District reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The District further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Vendor fails to satisfy the District that the Vendor is properly qualified to carry out the obligations of the contract.

1. The company or the subcontractors used must have a minimum of five years of experience in installing the solution or solution similar to that being proposed.
2. The company and subcontractors must be currently licensed as an Electrical Contractor or Technology Systems Contractors in compliance with Minnesota State Statutes.
3. Onsite installers must have Power Limited Technician license as per Minnesota State Statutes.
4. The company or subcontractors used must have successfully installed cabling in entities of similar scope and complexity.
5. The company or subcontractors used must have a service and support capability and be able to respond for warranty activities and, if selected, for extended maintenance services.
6. Manufacturer partners, distributors, and subcontractors responding to this RFB must be authorized by the manufacturer to sell and certified to support the material and components being proposed. Failure to provide proof of such authorization on request would be grounds for disqualification at the District's discretion.

Vendor must include information that substantiates these qualifications as part of their response to the RFB.

**B. Requirements of the RFB.** Bids not meeting the requirements stated in the RFB will be eliminated from consideration.

**C. Award**

Award shall be made to the qualified and responsible Vendor whose bid is responsive to this request. The District reserves the right to:

- Accept or reject any and all bids or portions thereof, or to waive any irregularities or informalities in bids.
- Reject nonconforming, nonresponsive, or conditional bids
- Select the next lowest, responsive and responsible bid.
- Award to more than one Vendor.
- Release a new Bid.
- Take other action, as the District deems appropriate.

**Cost.** Onetime costs will be used to evaluate the total cost of the solution.

- In developing their cost proposals, vendors must keep the following in mind:
  - No adjustments will be allowed (including corrections) to the cost proposal after the submission deadline. Cost proposal must contain no corrections or erasures.
- Typical work days through August 30th will be 7 A.M. - 3:30 P.M.
- There will be summer school and construction projects throughout the district during the summer and all work will need to be scheduled and coordinated through the District.

The District will be the sole and final authority in determining the successful Vendor.

**1.06 A. Contract Period**

The Contract resulting from this bid will commence upon receipt of signed contract and continue through completion date of fiber optic cable installs starting June 10, 2022 through September 1, 2022. Any work done after September 1st will need to be completed after school hours and will need to be scheduled with the district. Please consider the scheduling limitations when providing costs in your proposal.

**B. Contract Pricing**

Contract pricing resulting from this request must remain firm for the full contract period. During the contract term, the successful Vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the Vendor be allowed to raise costs above the stated contract price. All contract pricing must include freight and all other costs associated with the purchase of these items or services. No additional fees will be allowed.

**C. Escalation Clause - Not Applicable**

**D. Contract Review - Not Applicable**

**E. Contract Renewal - Not Applicable**

**F. Contract Assignment**

The Contract Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the District. If the District consents to the Contract Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a clause that states what the right of assignee is and that any monies due to the Contract Vendor shall be subject to prior liens of all

persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

**G. Vendor Performance**

The Contract Vendor shall make every reasonable effort to maintain staff to deliver the service purchased by the District. The Contract Vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancelation of the contract.

**H. Reimbursement of Liquidated Damages**

If the Contract Vendor fails to meet the specifications, terms and conditions in this document, for any reason, the District may deduct as liquidated damages from any money due or coming due to the Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the District.

**I. Vendor Financial Stability**

The District may request a copy of the Vendor's financial records prior to contract award or during the Contract period.

**J. Contract Reports – Not Applicable**

**1.07 ADDITIONAL CONTRACT TERMS**

**A. Insurance and Bonds**

Performance Bond: All Vendors entering into a contract with the District for \$10,000.00 or more may be required to provide a Performance Bond for 100% of the contract. Performance Bond must be furnished within 10 days of award notice of the contract.

Commercial General Liability Insurance: Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.

Worker's Compensation Insurance: The Vendor must provide worker's compensation insurance for all its employees and, in case any work is subcontracted, the Vendor will require the subcontractor to provide worker's compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

Commercial Automobile Liability Insurance: The Vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the Vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).

Errors and Omissions (E & O) Insurance: The Vendor may be required to maintain insurance protecting it from claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to the Vendor's professional services required under this contract.

The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

The Vendor may be required to submit certified financial statements providing evidence the Vendor has adequate assets to cover any applicable E & O policy deductible.



Vendor will notify the District of any changes in insurance coverage or carrier by Vendor or any subcontractor.

**B. Access to Records and Audit**

Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16A.055. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.

**C. District Support**

The Vendor must provide their company contact information for key personnel providing support under this contract in Part 3.

The Contract Vendor must notify the District immediately of any changes in support staff.

**D. Permission to Proceed**

The Vendor must obtain the District's written permission from the District before proceeding with any work-necessitating cutting through any part of any District building structure.

**E. Independent Contractors**

The Vendor or its employees will not be considered employees of the District while engaged in the performance of any services required herein, and shall be independent contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.

**F. Responsible Contractor**

Per Minnesota State Statute 16C.285, the Vendor shall complete the endorsed form verifying compliance with the minimum responsibility requirements in the statute.

The Responsible Contractor Act Verification form see **Attachment B**.

**G. Prevailing Wage**

1. Because the Contract is being financed in part or in total with state funds, the Contract shall be according to School Board Policy and in accordance with Minnesota Statutes 177.41 through 177.43 regarding Prevailing Wage Rates for Construction Projects.
2. Minnesota Statutes 177.41-44, commonly known as The Little Davis-Bacon Act states "It is in the public interest that public buildings and other public works be constructed and maintained by the best means and highest quality of labor reasonably available, and that persons working on public works be compensated according to the real value of the services they perform. It is, therefore, declared to be the public policy of this State that wages of laborers, workmen, and mechanics engaged in State projects would be comparable to wages paid for similar work in the community as a whole".
3. The Commissioner of Labor and Industry shall determine the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay for all trades and occupations required in any construction project.
4. Any Contractor or Subcontractor awarded a contract with the School District that has an estimated cost of more than \$2,500 and only one trade or occupation is required to complete it, or a contract with an estimated cost of more than \$25,000 and more than one trade or occupation is required to complete it, must use the Prevailing Wage Rate to pay their employees. Any Contractor or subcontractor that fails to bid by the Prevailing Wage Rate requirement of the contract shall pay to the School District as liquidated damages 5% of the contract amount. Further, the State and School District will not be liable for increased labor costs, or errors or changes to the rates or classifications, prior to the awarding contracts.

#### **H. OSHA**

All Vendors must comply with OSHA regulations where applicable to this bid in that the seller warrants that the product sold or service rendered to the buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29V.X.C. 651, PL 91-596).

#### **I. Safety**

The Vendor will comply with all state and federal laws as they relate to employee safety.

#### **J. District Policies and Procedures**

The Vendor will follow the District's policies and procedures while providing services in the school setting. District policies may be found on the District's website.

#### **K. Security Compliance on District Property**

All work performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, contractor name, time entering the building and time leaving the building.

The vendor will keep personnel screening records on file for any personnel under the resulting bid. This will include records of Criminal Background Screening.

#### **L. Hold Harmless**

The Vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

#### **M. Force Majeure**

Neither party shall be held responsible for delay, nor could failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers

Provided the defaulting party to give notice as soon as possible to the other party regarding the inability to perform.

#### **N. Duties to Mitigate**

The contract between the District and the successful Vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this bid to enforce any of its terms (including all component parts of the Bid documents), and the District prevails in such suit, the Vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.

#### **O. Discrimination**

During the performance of this contract, the Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor

will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The Vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute 363A.37
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982
- OSHA Requirements

**P. Infringement on Adjoining Property**

The Contract Vendor is to exercise care to ensure that infringements on adjoining property is avoided in the process of work under the contract. Any damage resulting from infringement on adjoining property must be made good immediately by the Contract Vendor responsible at the Contract Vendor's expense.

The Contract Vendor is obliged to replace, restore, or rearrange, in a manner satisfactory to the District, any components of lawns, streets, pavements, curbs, sidewalks, or boulevards such as lamp posts, poles, conduits, wires, hydrants, underground mains of other property Districts, etc., which have been removed, displaced, disturbed, or interfered with as the result of work under the contract. Should the Contract Vendor cause damages to any other work or person employed in the work, the Contract Vendor agrees, upon due notice, to settle with such person by agreement or arbitration, if such person will settle. The Contract Vendor agrees to defend any suits at the Contract Vendor's expense and pay all costs arising there from without any cost to the District.

**Q. Temporary Facilities**

If needed, the Contract Vendor will be required to maintain its own storage area on the site. Storage space within the building will not be provided.

**R. Utility Clearances**

For projects involving excavation, trenching, borings, etc., the Contract Vendor is required to contact Gopher State One-Call, Inc., for location of underground telephone, electrical lines, water, sewer, or natural gas lines, and prior to digging.

**S. Use of the District Facilities**

Means of ingress or egress to District property shall not be blocked for any reason or hamper the normal operation of the property in any way unless permission is first obtained from the District. The Vendor shall phase the work to ensure minimal disruption to the buildings' operations. These times vary by site and should be negotiated in advance with the District.

The Vendor's equipment and materials shall only be placed on District property designated in advance by the District. The District assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts that may occur to the Vendor's equipment and materials while on District property. Only equipment and materials actually used for snow removal services under the resulting contract will be allowed to be stored on District property.

**T. Cleanup**

The Vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract. In case of undue delay or dispute, the District may remove rubbish and materials and charge the cost to the Vendor, with such action permissible by the District Sites and Grounds Supervisor 48 hours after a written notice has been transmitted to the Vendor. Prior to final acceptance, the Vendor shall restore all areas affected by

the work to their original state of cleanliness and repair all damage done to the premises, including the grounds, by the Vendor's workmen and equipment.

**U. Special Controls**

The building, project site, and adjoining property must be protected by the vendor from objectionable dust and wind-blown debris. In addition, necessary controls shall be provided to prevent pollution of the air by odors or particulate matter. Reasonable precautions must be exercised to prevent vandalism and to safeguard the public at the existing building

**V. Publicity and Advertising**

Vendor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the District except on the specific, written authorization, in advance, of the Districts Department of Public Relations.

**W. Prohibition against conflicts of interest, gratuities, and kickbacks**

Any employee or any official of the District, elected or appointed, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws.

**X. Damage to District Property**

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

**Y. Quality of Work**

People skilled in work of this type shall execute all work in a thorough, professional manner with the materials specified. All materials at the time of acceptance shall be clean, whole, sound and damaged, in good working order, and ready for use. The Vendor shall patch, clean, and make good all damages resulting from this work at no additional cost to the District.

**Z. After hours Costs**

Cutovers may take place after hours (at a time to be determined). These costs shall be included in the total price presented in the RFP response.

**AA. Third Party Acquisition of Company**

The Contractor shall notify the District in writing should the Contractor's business or all its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain for the District's benefit and deliver thereto the assignee's agreement to fully honor the terms of the contract.

**1.08 ORDERING PROCESS AND PAYMENT**

**A. Purchase Orders**

All work authorized by the District for parts and/or services are initiated by a purchase order. The Vendor shall not accept orders from the District without the benefit of a purchase order. Purchase orders will be faxed or emailed to the Vendor. All correspondence must reference the purchase order number.

**B Quantities**

The quantity of merchandise delivered, or services provided shall not be greater than the amount specified on the Purchase Order unless such additional quantities are to be accepted by the District at no charge.

The District reserves the right to increase or decrease the number of installations under the resulting contract.

**C. Compliance with Laws**

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

Vendor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Vendor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Vendor shall be responsible for any costs incurred by District in connection therewith.

**D. Returns – Not Applicable**

**E. Warranty**

Vendor shall guarantee all materials used and defects in workmanship in the course of this contract as manufacturer's warranty may declare, and in any event not less than one year from date of receipt by the District, or from date of substantial completion. Vendor shall perform any necessary adjustments and/or service calls necessary for peak performance of specified equipment at no additional cost to the District for a period of one year from the date of receipt.

**F. Delivery – Not Applicable**

**G. Contract Vendor Personnel**

All Contract Vendor personnel performing work on District property must wear a clearly visible company name badge that is easily recognizable by school/site staff, and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The District reserves the right to audit these records at any time.

**H. Taxes**

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful Vendor to reclaim such charges.

**I. Payment**

The District will pay undisputed invoices within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

Invoices should be mailed direct to the Purchasing Department at the Educational Service Center, 2727 North Ferry Street, Anoka, Minnesota, 55303.

Vendor must indicate prompt payment discount and payment will be accepted by credit card (P-Card) at no additional cost to the District. Please refer to Part 3.

The Contractor shall pay all Subcontractors within ten days of the Contractor's receipt of payment from the Owner for services provided by the subcontractor for which the Owner has paid the Contractor. The Contractor is to pay interest of 1-1/2 percent per month or any part of a month to the Subcontractor on any amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the Subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**J. Progress Payments**

In accordance with Minnesota Statutes 16A.1245, Contractor shall, within 10 days of receipt of a progress payment, pay all Subcontractors and suppliers having an interest in the Contract their pro-rated share of the payment for all undisputed services provided by the Subcontractors and suppliers.

If the Contractor does not pay any Subcontractor or supplier on time, the Contractor must pay interest of 1 1/2 percent per month or any part of a month. The minimum monthly interest payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual amount due the Subcontractor. Any Subcontractor who prevails in a civil action to collect interest from a Contractor must be awarded its costs and disbursements, including attorney's fees incurred in bringing the action.

The Contractor may withhold as retainage from the Subcontractor progress payments an amount not to exceed 5 percent of the payment. The Contractor shall reduce or eliminate the retainage for a Subcontractor in the same manner that the Owner reduces or eliminates the retainage for the Contractor.

The enforcement of these conditions shall be the responsibility of the Subcontractor working through the Contractor and the Contractor's surety. To facilitate the resolution of any problems relating to these provisions, the Contractor shall furnish the Subcontractor with the name, address, and telephone number of the Contractor's surety within ten (10) days of the date on which the Contractor signs a Contract with the Owner.

Neither the Owner nor the Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

**K. Non-Appropriation**

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. Continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

**L. Data Privacy**

Vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Vendor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Vendor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

**M. Return of Data**

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Vendor shall return all documents, data and other information provided by the District to Vendor, or Vendor's employees or agents in connection with this Contract. Additionally, Vendor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control, and provide District with proof of such destruction.

**1.09 JOINT PURCHASING – Not Applicable**

**1.10 FEDERAL TERMS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(2 C.F.R. SEC. 200.326; APPENDIX II TO PART 200)

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## PART 2: DETAILED SPECIFICATIONS

### 2.01 DESCRIPTION OF BID

The Anoka-Hennepin Independent District #11 is requesting a bid for the Installation of single-mode fiber cabling between IC and MC closets in Elementary, Middle and High schools. This includes providing and installation of fiber patch panels.

The District sites are provided in Appendix A – List of Buildings.

The District has identified the IC and MC closets on building floor plans and identified the ICs or MCs where the cable needs to terminate in appendix A below. The drawings of the buildings which are drawn to scale are available online. Vendors wishing to access the drawings should contact the following individual in the Building and Grounds Department.

Name: [Kari Erdahl](#)

Phone: 763-506-1226

Email: kari.erdahl@ahschools.us

Vendors will be provided a user id and password to the system and will have read only access to relevant building information. Instructions for use of the system upon request. No print copies of the building drawings will be provided. If the vendor wishes, they may print copies on their printer or plotter.

### 2.02 INSTALLATION REQUIREMENTS

#### A. Pre-Installation

1. The Vendor shall coordinate installation dates and times with the district site representative.
2. Prior to installation of any cabling, approval of the installation plan shall be obtained from the District Project Manager.
3. Prior to the installation period, the Vendor will contact the District Project Manager to coordinate installation schedules, and to determine working days and hours.
4. The awarded contract vendor with the site survey must provide a schedule for completion of work to the District Project Manager within 10 business days of the contract award. **Must be completed before September 1, 2022.**

#### B. Installation

1. Trained, licensed and certified technicians according to the state of MN shall do all work.
2. All equipment shall be installed in accordance with the **manufacturer's directions**.
3. The proposed solution must be designed and installed to provide a highly reliable grade of service. All parts, materials, and service proposed must be currently available on the market and in continuing production (no discontinued manufacturers or parts). Any components included in the response must be new. In addition, the vendor must clearly demonstrate that they have installed all components of the system or the service as proposed and that those components or services are fully operational at all customer sites. Vendors must document conformance with the performance requirements in the RFB.
4. This work will occur during the summer vacation months. Work shall be scheduled during normal business hours. No allowance for shift premium or overtime charges shall be permitted.
5. The Vendor will provide a single point of contact for project coordination.
6. Installers will clean up and remove all packaging material each day. Furniture and accessories will be placed back in original positions.
7. Progressively through the installation, the lead installer from the Vendor will do a final sign-off form for all associated work that includes the testing of each fiber pair.
8. Personnel shall conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language on school property is strictly prohibited.



#### **D. Remedy of Defects**

1. The Vendor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work from it for a period of one year from the date of final payment for that installation.

#### **F. Vendor Responsibilities**

1. Installation is to be performed and supervised by personnel employed by the awarded Vendor.
2. Vendor shall furnish at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete installations to comply with all applicable codes.
3. The District will not be responsible for travel, meals, lodging or any other miscellaneous costs.
4. Setup, assembly, and clean up. The removal of all cartons, packaging or trash as a result of setup/assembly of items. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition.
5. Safeguarding of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.
6. Protection of all personnel against hazards and/or injuries due to their operations at the site.
7. Correct all damage caused by Vendor operations to the District's satisfaction at no additional cost to the District.
8. Provide a supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the Vendor's behalf.
9. The Vendor shall be directly in charge of the project and shall provide a competent supervisor as project representative and all directions given to him shall be as binding as if given to the Vendor. The District site representative shall be the sole spokesperson for coordinating all field and work issues. The awarded vendor may not fill the role of supervisor with a subcontractor.
10. Personnel shall conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language on school property is strictly prohibited.

#### **2.03 Single Mode Fiber Cabling and Terminations**

Vendors shall provide and install a new Plenum Rated 6-Strand single mode fiber capable of transmitting at 1300 nm and 1550 nm wavelengths from IC to MC in each of the Elementary, middle schools, and high schools. Vendors may use the inner-duct installed for the multimode fiber.

Fiber optic enclosures, fiber adapter panels, couplers, cable, and machine printed labeling is required for a complete installation. Fiber should be terminated in a rack mount panel with "LC" connectors. If there is room in the existing fiber patch panel in the MC, it is preferred that the existing patch panel is used to terminate the new fiber.

#### **2.04 Material Information and Equivalents**

The following is provided to assist vendors in proposing quality materials. Equivalent district approved material may be proposed.

a) Fiber Patch Panel:

- Hubbell: FCR1U3SP (or equivalent)
- Frames: Hubbell FSPNLCDS6AQ (or equivalent)

b) Plenum Rated, 6 strand, Armored Single mode Fiber:

- Berk Tek S-IPJ-6-DN-YL-BER-CUT REEL (or equivalent)

c) 140 - Single Mode Fiber Patch Cable (LC-LC): TrippLite: N370-03M (or equivalent)

## 2.05 Cable Installation – Methods and Procedures

The following should be observed during cable installation.

- a) The cabling vendor shall perform all work required for the completion of the installation in a skillful and craftsman like manner.
- b) Materials used for the completion of the installation shall be new, the best of their respective kind, and manufactured for the purpose that they are being used.
- c) There shall be no substitution of the materials listed for installation and/or the expected method of installation without the prior written approval of the District Project Manager.
- d) The installation of all materials and devices shall be in accordance with the latest manufacturer's published procedures, specifications, and recommended procedures.
- e) All terminations should be fusion spliced
- f) All materials shall be delivered in their original unopened packaging and stored in an enclosed secured area providing adequate protection from damage and/or loss. Damaged or deteriorated materials shall be removed from the building property immediately and replaced at no cost to the District.
- g) Contractor shall perform all tests required by local authorities in addition to tests specified herein.
- h) Adhere to manufacturer's published specifications for pulling tension, minimum bend radii, and sidewall pressure when installing cables. Where the manufacturer does not provide bending radii information, minimum bending radius shall be 10 times cable diameter.
- i) Do not use excessive force when pulling cable.
- j) Do not stretch, stress, tightly coil, bend or crimp cables during the installation. The Contractor, at the Contractor's expense shall replace all abused or stressed cables.
- k) Be careful in the use of cable ties due to the potential for over-cinching of cable bundles, which can alter the cable geometry and degrade the system cabling performance. Use hook and loop fasteners where needed. Tie wraps are to be hand tightened on cables or cable bundles and are not to deform the cable jacket or crimp the sheath. Where additional pressure is required to support the cable, kellums or cable grips are to be used.
- l) Contractor is responsible for ensuring that the maximum tensile load and or pulling tensions do not exceed that specified by the manufacturer of the cable. Installation shall include additional pull boxes, junction boxes, equipment and lubrication for a proper installation.
- m) Penetrations through floor and fire-rated walls shall utilize an approved sleeving method, such as intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves. All penetrations shall be fire stopped after cable installation and testing, utilizing a fire stopping assembly approved for that application – See Fire Stopping Specification.
- n) Ensure that all telecommunications cable supports (cable loops, cable tray, conduits, etc.) are fully installed before proceeding with cable installation. At no times shall cables be installed and left unsupported. At no times shall cables be tie-wrapped to any other supporting structure in lieu of specified cable supports. When required, anchor J-hooks to the structure above. Provide cable loops at a maximum interval of every 6 feet.
- o) The Contractor is responsible to provide adequate support to ensure that all cabling runs are neatly bound and secured to the structure. Horizontal cable not in conduit must be secured at six foot intervals (at least) unless in cable trays. "D" rings or "J" hooks may be used.
- p) Cable must not rest upon or against lighting fixtures, upon dropped ceiling panels or the accompanying support structure. Cable may not be draped over or fastened to pipes or conduit. Cables may not be attached to any existing cables as a means of support for new cables.
- q) No surface raceway will be installed without the permission of the District Project Manager.
- r) Do not allow telecommunication cables to run parallel with electrical cables/conduits, unless they are separated by a minimum of 12 inches. Any telecommunications cables that must cross over electrical cables/conduits shall do so only at 90-degree angles.
- s) Cable routing shall be such that the cable is not closer than six (6) inches from light fixture ballasts; twelve (12) inches from conduit and cables used for electrical power distribution; and four (4) feet from motors, transformers and/or any other device capable of emitting RF noise and electromagnetic interference.
- t) Any materials that are considered to be unsafe to life or the environment, such as asbestos, lead paint, etc., are not to be used or installed.
- u) x) Each cable will be supported up to the point of termination through the use of the termination component's strain relief bars, wire tie eyelets or other mechanisms as recommended by the manufacturer.
- v) Craft personnel shall be qualified to perform the work activities and be knowledgeable in color coding

of fiber cables, bonding and grounding of cable tray and equipment racks, testing conductors for electrical continuity, testing single mode optical fiber conductors at 1310 nm and 1550 nm.

- w) Generally accepted industry standards, as well as manufacturers' written installation instructions, will be used for in-process quality control and final acceptance of the work installation.

## **2.06 Fire Stopping**

- a) All interior full height walls (extending from floor slab to underside of floor or roof slab above), exterior walls, floor slabs, roof slabs, stairway enclosures, duct risers and elevator shafts are considered fire barriers.
- b) All penetrations through fire barriers must be fire stopped in accordance with the State and Local codes. Through floor penetrations and all penetrations installed within fire barriers shall be fire stopped to the rating of the associated floor and/or wall after the cables and/or sleeves have been installed.
- c) The fire rated material utilized to plug the penetrations that do not require a sleeve and/or the interior of a conduit sleeve shall be an approved fire stopping material. Conduit sleeves shall be caulk/sealed between conduit and cored penetration with an approved fire stopping material. Expandable foam shall not be utilized and will not be accepted by the District.
- d) Fire stop materials and assemblies shall be independently tested by nationally accepted test agencies and verified to conform to ASTM E 814, Fire Tests of Through-Penetration Fire stops and be rated per UL 1479. Fire stopping materials shall conform to Flame (F) and Temperature (T) ratings as required by local building code. The F rating must be a minimum of one (1) hour but not less than the fire resistance rating of the assembly or surface being penetrated. When required by code authority, the materials shall carry a "T (hours)" Fire Rating Classification based on the above mentioned standards and shall be based on measurement of the temperature rise on the penetrating item(s). The fire test shall be conducted with a minimum positive pressure differential of 0.01 inches of water column.
- e) New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be fire stopped where they penetrate new or existing building construction.
- f) Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.
- g) Use materials that have no irritating or objectionable odors when fire stopping is required in existing buildings and areas that are occupied.
- h) All fire stops shall be installed in accordance with the manufacturer's instructions in order to
- i) maintain the specific rating assigned by the independent testing laboratory.

## **2.07 Codes, Regulations and Standards**

- a) The installation shall comply fully with all government authorities, laws and ordinances, regulations and codes applicable with the installation.
- b) All cabling is to be installed according to the latest Uniform Building Code, EIA/TIA-568 and 569 standards and the latest BICSI proposed installation procedures as outlined in Telecommunications Distribution Methods Manual and Telecommunications Cabling Installation Manual.
- c) All work and materials shall be installed in accordance with the National Electric Code (Latest Edition), Federal, State and local codes and all other bodies having jurisdiction with the installation practice.
- d) Materials and equipment shall be installed in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and National Electrical Code® (NEC) and manufacturer's printed instructions.
- e) If any change in plans or specifications is required to comply with governmental regulations, the contractor shall notify the District Project Manager of the change at the time of submitting the construction schedule.
- f) Local electrical and building codes may differ from national codes. Follow the most stringent code or recommendations.

## **2.08 Testing**

- a) The contractor shall provide a test plan and obtain approval from the District prior to testing.
- b) The contractor is to perform Test and Certification of the newly installed cabling system and is to provide test result documentation certifying that the cabling system meets industry standards. All cabling must be certified with a Network Cable Tester such as a Fluke DSX Cable Analyzer with fiber optic testing modules or equivalent. Certified test results must be provided along with As-Built drawings

for each site. The tester shall be within the calibration period recommended by the manufacturer in order to achieve the manufacturer-specified measurement accuracy.

- c) Cables are to be tested after the installation is complete in accordance with the field test specifications defined in the most recent TIA/EIA 568-B Standard for the type of cabling system being installed.
- d) 100% of the installed cabling links must be tested and must pass the requirements of the standards mentioned above and as further detailed in this section. Any failing link must be diagnosed and corrected. The corrective action shall be followed with a new test to prove that the corrected link meets the performance requirements. The final and passing result of the tests for all links shall be provided in the test results documentation.
- e) Each fiber optic strand shall be tested, and a test result printout sheet shall be furnished at the completion of the project. The test shall be performed after the final cable termination has been completed and each strand has been installed in the fiber termination panel coupler. The test shall be "Channel Tested" from patch cable to patch cable. Vendor supplied Patch cables should be used during testing and left in place after successful testing  
End-to-End attenuation testing using an Optical Loss Test Set, light source and optical power meter, in both directions at the specified wavelengths for each fiber in the backbone system. Single mode fibers shall be tested at 1310 nm and 1550 nm. The test results of each fiber shall be printed out and assembled in a binder for review. An electronic copy of test results shall be available also. The electronic version shall be in Acrobat pdf format.  
The test shall indicate at a minimum: "dB" loss. Acceptable connector loss < 1.5 dB per mated pair, Acceptable splice < 0.3 dB, acceptable cable loss per manufacturer's, calculated maximum dB loss per km.

## **2.09 Labeling and Documentation**

- a) The contractor and the District will agree to a labeling plan.
- b) Labels at the patch panel shall be self-adhesive type made to secure to a metal surface. Label print to be machine made, and readable. Handwritten labels are not acceptable.
- c) Test reports are to be printed and assembled in binders as well as submitted in native electronic format as well readable in industry standard software (e.g. Adobe Acrobat PDF, Microsoft Word, Excel). Contractor shall provide all appropriate software and licensing to allow the District to view the electronic form of the test results.
- d) The contractor shall provide all test records and cable records in an electronic format that is approved by the District.
- e) The contractor shall provide as-built drawings for all locations with location in PDF format.

## **2.10 Warranty and Certification**

All work and all items of equipment and materials shall be warranted for a minimum period of one year from the date of acceptance of the work. Where a manufacturer's warranty is longer than one year, the contractor shall offer the extended warranty. The contractor shall, upon notification of any defective items, repair or replace such items within 3 business days without cost to the District, all to the satisfaction of the District.

Before final payment is made, the contractor must certify, in writing, that all fiber has been tested and meets or exceeds the requirements specified in the RFB. Written certification is to be provided to the District Project Manager.

## **2.11 Site Walk-Throughs**

The District is willing to schedule a walk-through of six buildings to allow vendors to survey and to assess building construction. Walk-throughs will be held on Tuesday, January 25th. The District will conduct these walk-throughs only if there is interest from vendors. Vendors who are interested in participating in the walk through must notify the district through email to [purchquotes@ahschools.us](mailto:purchquotes@ahschools.us) by **1:00 PM LT on Friday, January 21<sup>st</sup>**, let the District know of their desire to do so. If there is no response, the walk-throughs will be canceled. It is anticipated that vendors will use the information gathered during the walk-throughs to more accurately develop their cost proposal.

### PART 3: BID FORM

This section of the bid must not contain any erasures, corrections, or whiteout. Failure to comply may result in the response being rejected.

#### 3.01 BID PRICING

Vendors are requested to use the following table for bid pricing.

<b>22018B Fiber Optic Cable Installation Project</b>	
<b>Total Lump Sum Bid:</b> Includes complete installation and materials as outlined in this solicitation 22018B	\$

Unit pricing to be provided for e-rate reference:

<b>Single mode Fiber Cabling with termination - 6 fiber strands - per closet</b>	\$	<b>56</b>	\$
<b>Patch Cables</b>	\$	<b>140</b>	\$

#### 3.02 WARRANTY

Please describe in detail your warranty for this installation. (Attach additional pages as needed.)

#### 3.03 QUALIFICATIONS AND EXPERIENCE

Please provide documentation of your previous experience with projects comparable in complexity, size, and function. (Attach additional pages as needed.)

#### 3.04 PROMPT PAYMENT DISCOUNT

Prompt payment discount if offered (i.e. 2% 10, net 30)

Yes  No

Indicate prompt payment discount \_\_\_\_\_

#### 3.05 ALTERNATE PAYMENT OPTIONS

Will you accept payment by credit card (P-Card) or other electronic payment method at no additional cost to the District?

Yes  No

#### 3.06 DISTRICT SUPPORT

The Vendor must provide a dedicated sales representative, customer service representative, and accounts receivable representative to assure continuity of service and success of the contract. The Contract Vendor must notify the District immediately of any changes in support staff.

**Name**

**Email**

**Phone**

SALES REPRESENTATIVE: \_\_\_\_\_

CUSTOMER SERVICE REP: \_\_\_\_\_

ACCTS. RECEIVABLE REP: \_\_\_\_\_

**3.07 REFERENCES**

List three (3) customers with approximately the same volume as this contract including the customer name, address, phone number and contact person. List one (1) customer with approximately the same volume who has discontinued a contract with you in the last three (3) years. Include the same information as above and in addition list the rationale for canceling the contract. Attach additional sheets if necessary.

<b>Customer Name and Address</b>	<b>Contact Person and Phone Number</b>
1)	
2)	
3)	

<b>Customer Name and Address Contract Person and Phone Number (for a customer who has discontinued a contract)</b>	<b>Rationale for Canceling</b>

## PART 4 - ACCEPTANCE

I, the undersigned, hereby certify that I am a duly authorized agent of \_\_\_\_\_ to submit this bid for consideration, acknowledge that all 26 pages of **RFB 22018B Fiber Optic Cable Installation Project, and 5 pages of Responsible Contractor Verification** have been received, and agree to the terms contained therein.

Receipt of the following Addenda/Amendments to the bid documents and their costs being incorporated in the RFB is acknowledged:

Document No. \_\_\_\_\_ Received \_\_\_\_\_ (date)

Document No. \_\_\_\_\_ Received \_\_\_\_\_ (date)

Document No. \_\_\_\_\_ Received \_\_\_\_\_ (date)

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Print or type name)

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS OF SIGNER: \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

INCORPORATED IN STATE OF: \_\_\_\_\_

### CHECKLIST FOR VENDORS

The following documents must be completed and submitted to be accepted as a complete bid package:

\_\_\_\_\_ Bid Form (Part 3)

\_\_\_\_\_ Signed Acceptance (Part 4)

\_\_\_\_\_ Affidavit of Non-Collusion – Attachment A

\_\_\_\_\_ Responsible Contractor Statement - Attachment B

**ATTACHMENT A**

**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

That I am the vendor (if the vendor is an individual), a partner in the company (if the vendor is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the vendor is a corporation);

That the attached response has been arrived at by the vendor independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition;

That the contents of the Request for Bid response have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor and will not be communicated to any such persons prior to the official opening of the bids; and

I certify that the statements in this affidavit are true and accurate.

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

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

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



### APPENDIX A – List of Buildings

Sites	Addresses	IC Closet Affected
Adams Elem	8989 Sycamore Street, Coon Rapids, MN	IC2
Anoka High School	3939 N. Seventh Ave, Anoka, MN	IC3, IC7
AMS - FMMS	1523 – 5 <sup>th</sup> Ave S, Anoka, MN	IC3
Andover HS	2115 Andover Blvd NW, Andover, MN	IC6
Andover Elem	14950 Hanson Blvd, Andover, MN	IC2, IC3
Blaine HS	12555 University Ave NE, Blaine, MN	IC1, IC4
Coon Rapids HS	2340 Northdale Blvd, Coon Rapids, MN	IC2, IC3, IC4, IC6, IC7
Coon Rapids MS	11600 Raven Street NW, Coon Rapids, MN	IC1, IC2, IC3, IC4, IC5, IC6, IC7
Crooked Lake Elem	2939 Bunker Lake Blvd, Anoka, MN	IC1, IC2
Eisenhower Elem	151 Northdale Blvd, Coon Rapids, MN	IC1, IC2
Evergreen Park Elem	7020 Dupont Ave N, Brooklyn Center, MN	IC2, IC3
Jackson Middle	6000 – 109 <sup>th</sup> Ave. N., Champlin, MN	IC2, IC3, IC5, IC7
Johnsville Elem	991 – 125 <sup>th</sup> Ave NE, Blaine, MN	IC1, IC3
Lincoln Elem	540 South Street, Anoka, MN	IC1, IC2
McKinley Elem	1740 Constance Blvd, Ham Lake, MN	IC2
Monroe Elem	901 Brookdale Drive N., Brooklyn Park, MN	IC1
Morris Bye Elem	11931 Crooked Lake Blvd, Coon Rapids, MN	IC1, IC2
Northdale Middle	11301 Dogwood Street, Coon Rapids, MN	IC3, IC4
Oak View Middle	15400 Hanson Blvd, Andover, MN	IC1

**ATTACHMENT B**

**PRIME CONTRACTOR RESPONSE**

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**PROJECT NAME:** \_\_\_\_\_

**This form must be submitted with the response to this Request for Bids. A response received without this form will be rejected.**

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul>
<p>(2)</p>	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li><li>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</li><li>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</li></ul>

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime

contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

**PROJECT NAME:** \_\_\_\_\_

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

\*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

**PROJECT NAME:** \_\_\_\_\_

**This form must be submitted to the Architect.**

Minn. Stat. § 16C.285, Subd. 5 If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

\*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Oxbow Creek Elem	6505 – 109 <sup>th</sup> Ave N., Champlin, MN	IC1, IC2
Roosevelt Middle	650 – 125 <sup>th</sup> Ave NE., Blaine, MN	IC2, IC3
RTLCL at LO Jacob	1700 Coon Rapids Blvd, Coon Rapids, MN	IC1
Rum River Elem	16950 Verdin Street NW, Andover, MN	IC1, IC2
Sand Creek Elem	12156 Olive Street NW, Coon Rapids, MN	IC1, IC2
Sandburg Education Center	1902 Second Ave, Anoka, MN	IC1
STEP HS	1353 West Hwy 10, Anoka, MN	IC1, IC2, IC3, IC4

#### APPENDIX B - SITE WALK-THROUGHS

This is the site walk-through schedule. If an extra day is needed to visit other sites, the District will add it at the end of the schedule. Plan to meet at the first site scheduled for the day at 8:00 am. We will continue on to all sites for the day until they are done. Lunch break will be mutually agreed with the participants. Finishing times will vary. The contact information is in the table below. There will be no makeup sessions. Please read the Site Walk-Through Section in Paragraph 2.11 to make sure that the vendors contact the District if they wish to participate in the walk-throughs.

DATE/BUILDING	ADDRESS
<b>Tuesday, February 1st</b> Coon Rapids HS Coon Rapids MS Morris Bye Elem Crooked Lake Elem Oxbow Creek Elem Jackson Middle School	<b>CONTACT: <a href="mailto:Purchquotes@ahschools.us">Purchquotes@ahschools.us</a></b> 2340 Northdale Blvd., Coon Rapids 11600 Raven Street NW, Coon Rapids 11931 Crooked Lake Blvd, Coon Rapids 2939 Bunker Lake Blvd, Anoka 6505 – 109th Ave N, Champlin 6000 – 109th Ave N, Champlin