

Request for Proposals

BLaST Intermediate Unit 17 Wide Area Network Fiber Optic Installation

DUE BY
April 12th, 2010

Prepared By:

**BLaST Intermediate Unit 17
Scott Moll
Manager of Information Systems
2400 Reach Road
Williamsport, Pa 17701
570-323-8561**

Invitation to Submit Proposals

BLaST Intermediate Unit #17 invites proposals in accordance with the specifications and instructions set forth herein. Proposals are to be submitted in accordance with the rules and regulations as set down by the Universal Service Fund (E-Rate) and state and local rules and regulations and BLaST Intermediate Unit #17. Proposals must be received at the BLaST IU #17 Williamsport Office **by April 12th, 2010 at 10:00 A.M.**

Three (3) complete copies of the proposal shall be delivered in a sealed opaque envelope clearly marked on the outside of the envelope, **“Sealed Proposal – Wide Area Network Installation, Att. S. Moll”**. All proposals remain sealed and will be opened publicly at **10:00 AM on April 12th, 2010**, at the BLaST Intermediate Unit #17 Williamsport Office, located at 2400 Reach Road. **Electronic or faxed proposal submissions will not be accepted.** BLaST Intermediate Unit #17 retains the right to reject any or all proposals.

Mailing Address for Bid Proposals

**BLaST Intermediate Unit #17
PO Box 3609
Williamsport, Pa 17701**

Address for Hand Delivery and Bid Opening

**BLaST Intermediate Unit #17
2400 Reach Road
Williamsport, Pa 17701**

Information and General Requirements

1. The Bidder shall submit with the Bid Proposal, a Bid Deposit in the form of a Bid Bond, Cashier's Check, Treasurer's Check, or Certified Check payable to the BLaST Intermediate Unit #17 in the amount of 10% of the total bid. The Bond or Check from the successful Bidder will be retained until the contract documents are executed and the Bonds and Insurance Certification are judged to be acceptable by BLaST Intermediate Unit #17 or their designee. Bid Deposits from unsuccessful Bidders will be returned promptly.
2. All contractors shall carry Worker's Compensations insurance, in addition to Public liability Insurance. Verification of this insurance must accompany the bidder proposal.
3. The successful bidder and all sub contractors must file copies of Act 34, 151 and 114 documents for each person working in the Intermediate Unit on the project with the BLaST Intermediate Unit #17 Business Office before work can begin in the Intermediate Unit. Each person must also be fingerprinted.
4. The successful Bidder will be notified of the Board's intent to award the Bid within thirty (30) consecutive calendar days of the Bid due date.
5. The successful Bidder is required to return the executed Contract Documents, Bonds, and Insurance Certification within 10 consecutive calendar days after the receipt of the Notice of Bid Award. Failure to do so will enable the Board, at its option, to consider the Bidder in default, in which case the Bid may be rejected and the Bid deposit retained as liquidated damages.
6. A Notice to Proceed will be issued to the successful Bidder within 10 consecutive calendar days following the return of the executed contract documents, Bonds, and Insurance Certification. The Board currently anticipates the successful Bidder to be authorized to begin the project on or about **April 22th, 2010** and to complete the project on or before **April 30, 2011**.
7. The successful Bidder shall, upon completion of the Project, remove all debris and waste related to the project in accordance with EPA and DEP regulations, as appropriate, and shall repair all damage caused by the Bidder or Agents of the Bidder so that the areas surrounding the job site are returned to their original condition.
8. It is the responsibility of the successful Bidder to obtain all licenses or permits and pay all fees except recurring utility pole rental fees which may be required by federal, state, or municipal government agencies.

9. All payments due to the successful Bidder will be made by BLaST Intermediate Unit #17 upon full completion of the Project.
10. The Bidder shall defend, indemnify, and hold harmless BLaST Intermediate Unit #17, Administration, and employees from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees, and liabilities with respect to injury to or death of any person or persons whatsoever, or of any kind by whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Bidder, its officer or employees, or any other person directly or indirectly employed by the Bidder while engaged in the performance of the work or any activity associated with this Bid.
11. It is understood that the bid proposal submitted shall hold good for 90 days following the date of the bid opening.
12. All charges for transportation and delivery of bids are the Bidder's expense and must be prepaid.
13. BLaST Intermediate Unit #17 shall have full power and authority to reject any or all items furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specifications or equal in every respect to the samples submitted. The decision of BLaST Intermediate Unit #17 shall be final, conclusive, and without exception or appeal. All articles so rejected shall be promptly removed from the premises of the Intermediate Unit or respective site at the cost of the Bidder.
14. All Bidders are required to file a "Non-Collusion Affidavit" with their Bid. A copy of this form and instructions for its completion accompany this document.
15. BLaST Intermediate Unit #17 is exempt from Pennsylvania Sales Tax. An exemption form will be provided upon request.
16. The successful Bidder shall provide a 100% guaranty and warranty of all workmanship and items provided by the Contractor within this Bid for a period of no less than one (1) calendar year from the date of Project Completion. Bidders offering guaranty and warranty for a period in excess of one (1) year should so note that fact on the Bid Response Sheet

The various materials and products listed in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality will not be acceptable. Proprietary names will

only be subject to equals as approved by the owner. Specifications used are intended to be open and non-restrictive. Any reference to a manufacturer, brand name, brand model, or catalog number shall not be construed as a restriction, but it is used to indicate the character and minimum standard of quality of the item desired. It shall be understood that all Bid Proposals submitted are based on the actual item specified unless the Bidder has clearly indicated on his Bid that an alternate item is being offered.

17. PROVISIONS FOR THE USE OF STEEL PRODUCTS MADE IN THE UNITED STATES

In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania approved March 3, 1978, if any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States as defined therein shall be used or supplied in the performance of the Contract or any Subcontracts there under.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

18. COMPETENT WORKMEN (Section 752, School Laws of Pennsylvania)

No person shall be employed to do work under such Contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of the Act, except those who are duly skilled in their respective branches of labor, and who shall be paid no less than such rates of wages and for such hours' work as shall be established and current wages paid for such hours by employers of organized labor in doing of similar work in the district where the work is being done.

19. HUMAN RELATIONS ACT

Pursuant to the provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955 (P.L 744)(43 P.S.951, ct.scq) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, 16 Pa. Code Chapter 49, that prohibits certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended and that is made part of this specification. Your attention is directed to the language of the Commonwealth's Non-Discrimination Clause in 16Pa. Code 349.101.

20. PUBLIC WORKS CONTRACTORS' BOND LAW OF 1967

- (a) Before any Contract exceeding five thousand dollars (\$5,000) for the construction, reconstruction, alteration or repair of any public building or other public work or public improvement, including highway work, of any contracting body is awarded to any Prime Contractor, such Contractor shall furnish to the

contracting body the following Bonds, which shall become binding upon the awarding of said contract to such Contractor.

(1) A Performance Bond at one hundred percent of the Contract amount, conditioned upon the faithful performance of the Contract in accordance with the plans, specifications, and conditions of the Contract. Such Bond shall be solely for the protections of the contracting body which awarded the Contract.

(2) A Payment Bond at one hundred percent of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Prime Contractor to whom the Contract was awarded, or any of his Subcontractors, in the prosecution of the work provided for in such Contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or Materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(b) Each of such Bonds shall be executed by one or more Surety Companies legally authorized to do business in the Commonwealth of Pennsylvania. If the contracting body is the Commonwealth of Pennsylvania or any officer, employee, board, bureau, commission, department, agency, or institution thereof, such Bond shall be payable to the Commonwealth of Pennsylvania. If the contracting body is other than one of those enumerated in this sub-section, such Bond shall be payable to such other contracting body.

(c) Each of such Bonds shall be filed in the office of the contracting body which awarded the Contract for which such Bonds were given.

21. The successful Bidder must provide a completed and signed Federal Form W-9 with the correct Tax Payer Identification Number to BLaST Intermediate Unit #17. Failure to do so will result in backup withholding at the current 28% rate. Corporations are exempt and need only supply a statement indicating that they are incorporated.

22. PREVAILING WAGE RATES

This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 422 of 1966 P.L. 987. Amended), as determined by the Secretary of Labor and Industry which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefor in the locality in which public work is performed, are made part of this specification.

If vendor's proposal exceeds \$25,000.00, prevailing wage rates WILL apply to this Project. Successful bidder will be required to submit all time sheets that relate to prevailing wage to the BLaST Intermediate Unit #17 Business Office.

23. There are to be no Bids submitted which include a cash allowance for any purpose. Bids submitted which include a cash allowance will be rejected.
24. It is the responsibility of the Bidder to verify any and all measurements prior to submitting a Bid.

25. DISCRIMINATION PROHIBITED

According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:

- a. That in the hiring of employees for the performance of work under this Contract, or any Sub Contract hereunder, no Contractor, Sub-Contractor, nor any person acting on behalf of such Contractor or Sub-Contractor, shall, by reason of race, creed, or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
 - b. That no Contractor, Sub-Contractor, nor any person on his behalf, shall in any manner discriminate against, or intimidate any employee hired for the performance of work under his contract on account of race, creed, or color.
 - c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person discriminated against or intimidated, in violation of the provisions of the Contract and,
 - d. That this Contract may be cancelled or terminated by BLaST Intermediate Unit #17, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this portion of the contract.
26. BLaST Intermediate Unit #17 reserves the right to reject any or all proposals.
 27. Any costs incurred in preparing or responding to this Proposal will be the responsibility of the Bidder.
 28. All Bidders should submit a complete proposal for the portion of the project they are bidding on, including all installation, miscellaneous connectors, inspection fees, adapters to complete the Project. Any Bidder not submitting a complete proposal may be disqualified.
 29. The District may elect to purchase all materials including network hardware directly from the PEPPM and COSTARS State Contract if it is in BLaST Intermediate Unit #17's best interest to do so.

30. A complete description of all equipment being bid, including specification sheets and warranty information must accompany each bid.
31. The completed installation must be in accordance with all state and local codes and requirements.
32. The Contractor and Sub-Contractor shall coordinate and order all utility pole rights and other right of ways as required for this Project.
33. Bids will be evaluated by BLaST Staff using the following guidelines:
 - Total Project Cost
 - Technical Merit and Design
 - Past Experience on related Projects
 - Ongoing maintenance, amortization and line charges
 - Completion Date

All proposals received from vendors will be reviewed and evaluated by a committee of BLaST Intermediate Unit #17. This committee will recommend to the BLaST Intermediate Unit #17 Board of Directors for selection, the proposal which most closely meets the requirements of the RFP, the lowest responsible bidder, and that satisfies the Intermediate Unit's needs.

34. Each Bidder should include the following with their bid:
 - Three (3) references from other organizations for similar projects
 - Materials/Equipment Specification Sheets
 - A list of sub-contractors used, if any
 - A Company Profile, detailing years in business, number of employees, certifications, and service center locations.
 - A timeline outlining the completion of this project
 - Proof of Liability and Workmen's Compensation Insurance
 - Warranty Period of materials and workmanship
 - Terms and Conditions, if any, required by the vendor as part of this proposal.
35. The Bidder is responsible for becoming familiar with conditions at each work site and allowing for those conditions in the bid amount.
36. All disruptive internal building work must be performed after normal school hours or weekends to avoid disruption to students and staff. All work areas and materials must be secured and a safe environment maintained for students and staff. Installers may use the hallways to run cable during school hours.
37. Any and all questions concerning this bid shall be directed to Scott Moll at BLaST Intermediate Unit #17, 570-323-8561, smoll@iu17.org.

Service Level Agreements

On Time Provisioning:

-On Time Provisioning – On time provisioning is defined as vendor providing promised service no later than the agreed upon completion date. If vendor fails to meet the completion date and it is determined that vendor has caused such failure, the vendor will provide a credit to BLaST Intermediate Unit #17 as calculated by the formula below:

Credit Calculation:

-1-30 calendar days - \$100 multiplied by the number of days delayed.
-Over 30 calendar days – each credit (\$100 multiplied by the number of days delayed) will be multiplied by the number of 30 days intervals late, for example, Delay Days equal 31 to 60 days late incurs a X2 multiplier of the “1-30 calendar days” calculation.

Fiber Optic Options

Fiber Optic Cable Material Requirements

All fiber optic cabling materials must be suitable and approved for outside plant installation, including loose tube design, ultraviolet light resistance cable jacket and be water/ice resistant.

All cabling must be tested bi-directionally with power meters at (1310-1550 Single Mode Fiber). Test results logs (example: TDR or OTDR logs) are required to be submitted to the district before completion and final payment of the project.

All cables will be aerially mounted on existing utility poles using existing or new underground conduit for building entry where required.

Any cabling attachments, boring, and excavation to district facilities must be approved by BLaST Intermediate Unit #17 in conjunction with the Building Maintenance Supervisors at each respective location prior to installation. Appropriate fire proofing compound must be installed at any locations that require drilling or boring. Vendors are expected to install **slack loops** with snow shoes throughout the fiber run. There should be 10% of the total fiber projects length installed as slack loops and be installed every 1000 feet throughout the project. All splicing and fiber loops that may be required must be clearly marked on a network diagram / map furnished to BLaST Intermediate Unit #17 and should be located in an area with easy accessibility.

All fiber optic cabling must be terminated in a rack mounted termination unit using SC or ST connectors as approved by BLaST Intermediate Unit #17 Manager of Information Systems or (his/her) designee.

Outside fiber cable must be terminated within 50 feet of entry and a **plenum** fiber cable installed to extend this cabling to the termination location in each building if required by current building codes. All fiber run in any building must be plenum rated! If Indoor Outdoor Plenum rated cable is used the vendor does not have to terminate within 50 feet of entry of the building.

All internal cabling in public access areas must be installed above the ceiling or in wire mold. All fiber installed in the building which is not reinforced will be required to be installed in interduct. If plenum fiber is used and it is not reinforced it will also need to be installed in **plenum** interduct. Indoor Outdoor Plenum rated cable is recommended.

All permits, pole attachment fees, and “make-ready” costs must be arranged by the vendor, and the time required for coordinating these items included in the bid proposal. Each vendor should include a detailed estimate of recurring costs (pole attachment fees, etc.) in the bid summary. **We desire an accurate estimate. These recurring costs will NOT be used to determine the lowest bidder on the purchase of the fiber.**

Wide Area Network Specifications

Background Information

BLaST Intermediate Unit #17 is interested in securing bids to implement several point to point high speed fiber optic networks between the location(s) listed on the following pages:

The network between these locations will be “sold” to BLaST Intermediate Unit # 17. The following Vendor Response Sheets can be awarded separately and to multiple vendors.

Each vendor should include a detailed estimate of yearly maintenance costs in the bid summary. **We desire an accurate estimate. These recurring costs will NOT be used to determine the lowest bidder on the installation of the wireless network.**

Vendor Response Sheet #1

Installation of Private Fiber Optic Network

Athens Area High School, 401 West Frederick Street, Athens, Pa 18810 and Sayre Area High School, 333 West Lockhart Street, Sayre, Pa 18840. We are looking to implement a high speed single mode fiber optic link between these two sites.

The proposal below is for 18 strands (or a more cost effective configuration greater than 18) of single mode fiber for a 1000mb circuit between the above locations. The proposal shall include all materials and labor.

Termination Locations

All connections should be terminated in the buildings and extended to the following room locations using plenum rated fiber cable.

Materials \$_____ (All fiber patch cords are at the Intermediate Unit's expense)

Installation Labor \$_____

Total Price \$_____

Estimated Annual Pole Rights \$_____
(Will not be used for pricing comparison)

Estimated Make Ready Charges \$_____
(Will not be used for pricing comparison)

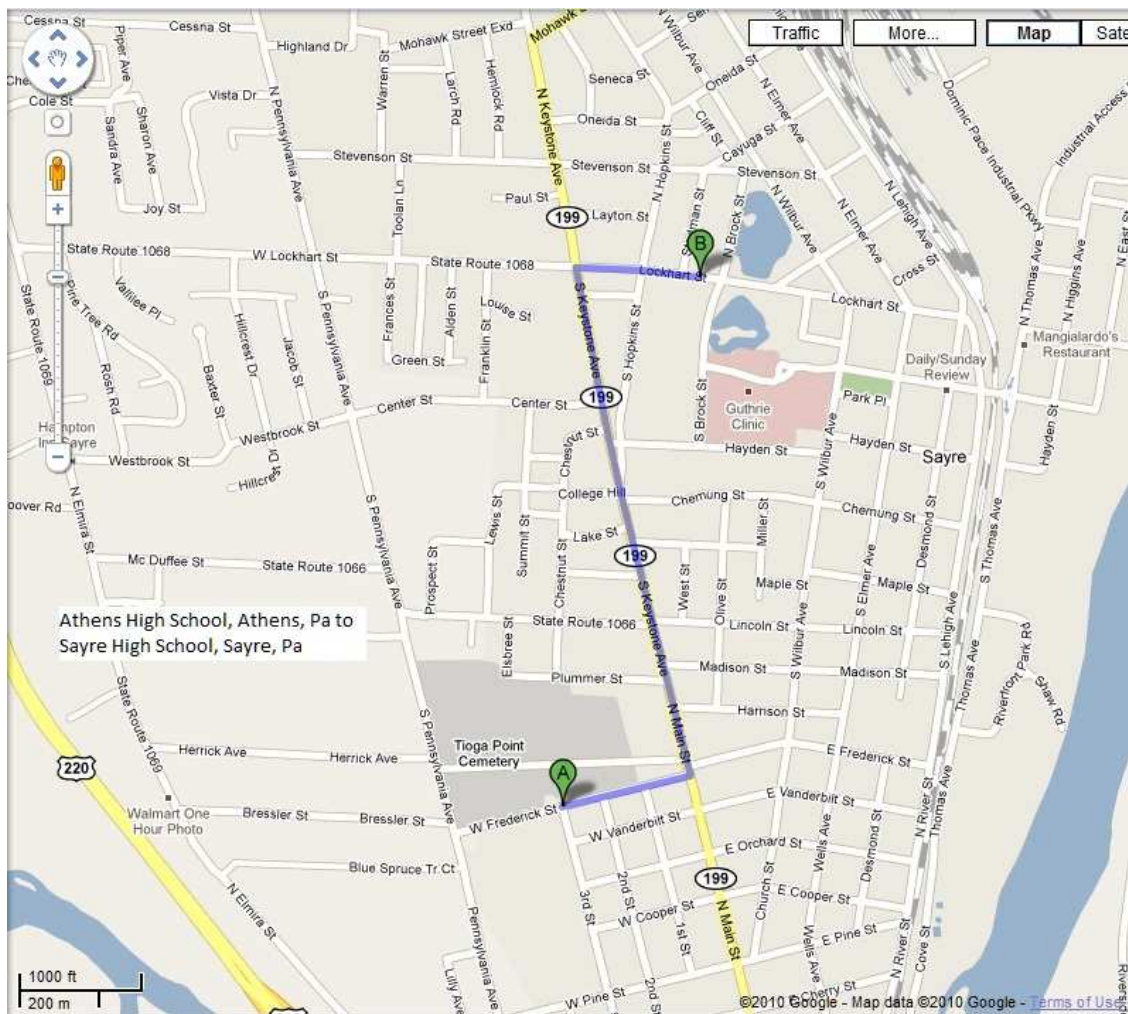
Printed Name: _____

Signature:_____

Title: _____

Company: _____ Date: _____

On this sheet, please list any Terms and Conditions that you require as part of this proposal.



Vendor Response Sheet #2

Installation of Private Fiber Optic Network

BLaST Intermediate Unit #17 is interested in securing bids to implement a high speed point to point fiber optic network between the following location(s): BLaST Intermediate Unit #17, 33 Springbrook Drive, Canton, Pa 17724 and Canton High School, 139 East Main Street, Canton, Pa 17724. We are looking to implement a high speed single mode fiber optic link between these two sites.

The proposal below is for 18 strands (or a more cost effective configuration greater than 18) of single mode fiber for a 1000mb circuit between the above locations. The proposal shall include all materials and labor.

Termination Locations

All connections should be terminated in the buildings and extended to the following room locations using plenum rated fiber cable.

Materials \$_____ (All fiber patch cords are at the Intermediate Unit's expense)

Installation Labor \$_____

Total Price \$_____

Estimated Annual Pole Rights \$_____
(Will not be used for pricing comparison)

Estimated Make Ready Charges \$_____
(Will not be used for pricing comparison)

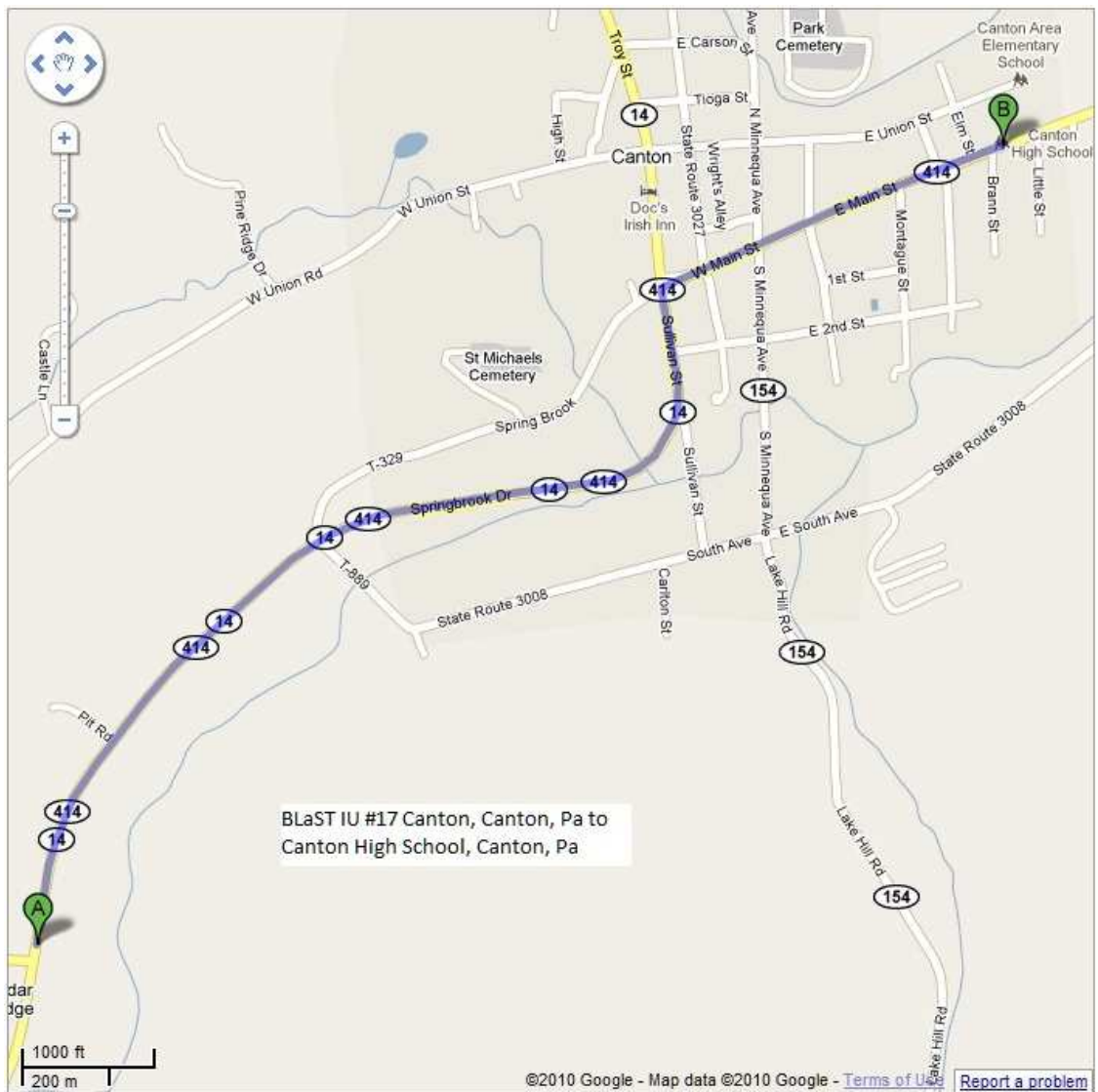
Printed Name: _____

Signature: _____

Title: _____

Company: _____ Date: _____

On this sheet, please list any Terms and Conditions that you require as part of this proposal.



Vendor Response Sheet #3

Installation of Private Fiber Optic Network (3 total locations)

BLaST Intermediate Unit #17 is interested in securing bids to implement a point to point high speed fiber optic network between the following location(s): BLaST Intermediate Unit #17 Williamsport, 2400 Reach Road, Williamsport, Pa 17701, Theodore Roosevelt Middle School, 2800 West Fourth Street, Williamsport, Pa 17701, and Williamsport Area High School, 2990 West Fourth Street, Williamsport, Pa 17701.

The proposal below is for 18 strands (or a more cost effective configuration greater than 18) of single mode fiber for a 1000mb circuit between the above locations. The proposal shall include all materials and labor.

Termination Locations

All connections should be terminated in the buildings and extended to the following room locations using plenum rated fiber cable.

Materials \$_____ (All fiber patch cords are at the Intermediate Unit's expense)

Installation Labor \$_____

Total Price \$_____

Estimated Annual Pole Rights \$_____
(Will not be used for pricing comparison)

Estimated Make Ready Charges \$_____
(Will not be used for pricing comparison)

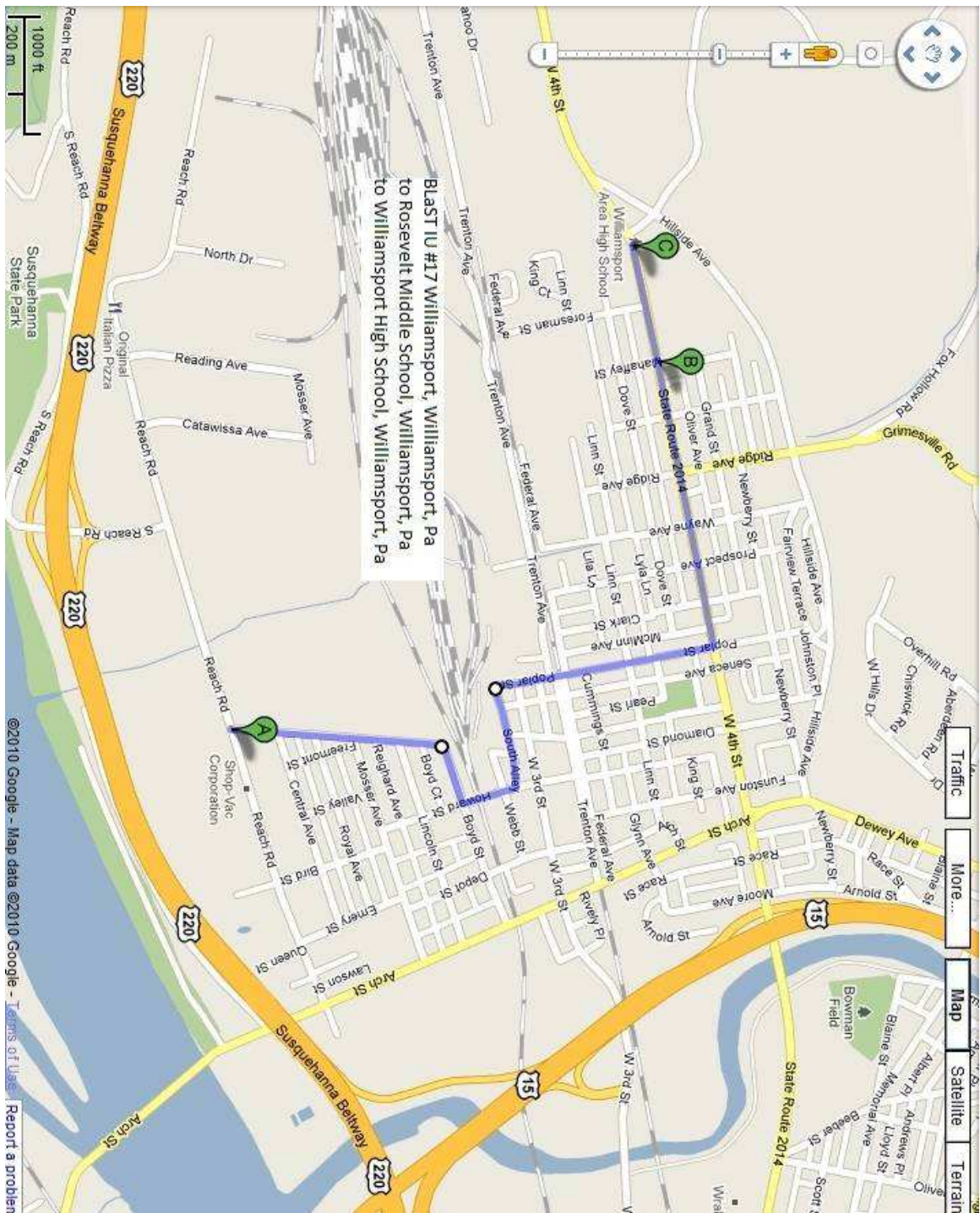
Printed Name: _____

Signature: _____

Title: _____

Company: _____ Date: _____

On this sheet, please list any Terms and Conditions that you require as part of this proposal.



Vendor Response Sheet #4

Installation of Private Fiber Optic Network

BLaST Intermediate Unit #17 is interested in securing bids to implement a point to point high speed fiber optic network between the following location(s): Athens Area High School, 401 West Frederick Street, Athens, Pa 18810 and Sheshequin-Ulster Elementary School, PO Box 260 Second Street, Ulster, Pa 18850.

The proposal below is for 18 strands (or a more cost effective configuration greater than 18) of single mode fiber for a 1000mb circuit between the above locations. The proposal shall include all materials and labor.

Termination Locations

All connections should be terminated in the buildings and extended to the following room locations using plenum rated fiber cable.

Materials \$_____ (All fiber patch cords are at the Intermediate Unit's expense)

Installation Labor \$_____

Total Price \$_____

Estimated Annual Pole Rights \$_____
(Will not be used for pricing comparison)

Estimated Make Ready Charges \$_____
(Will not be used for pricing comparison)

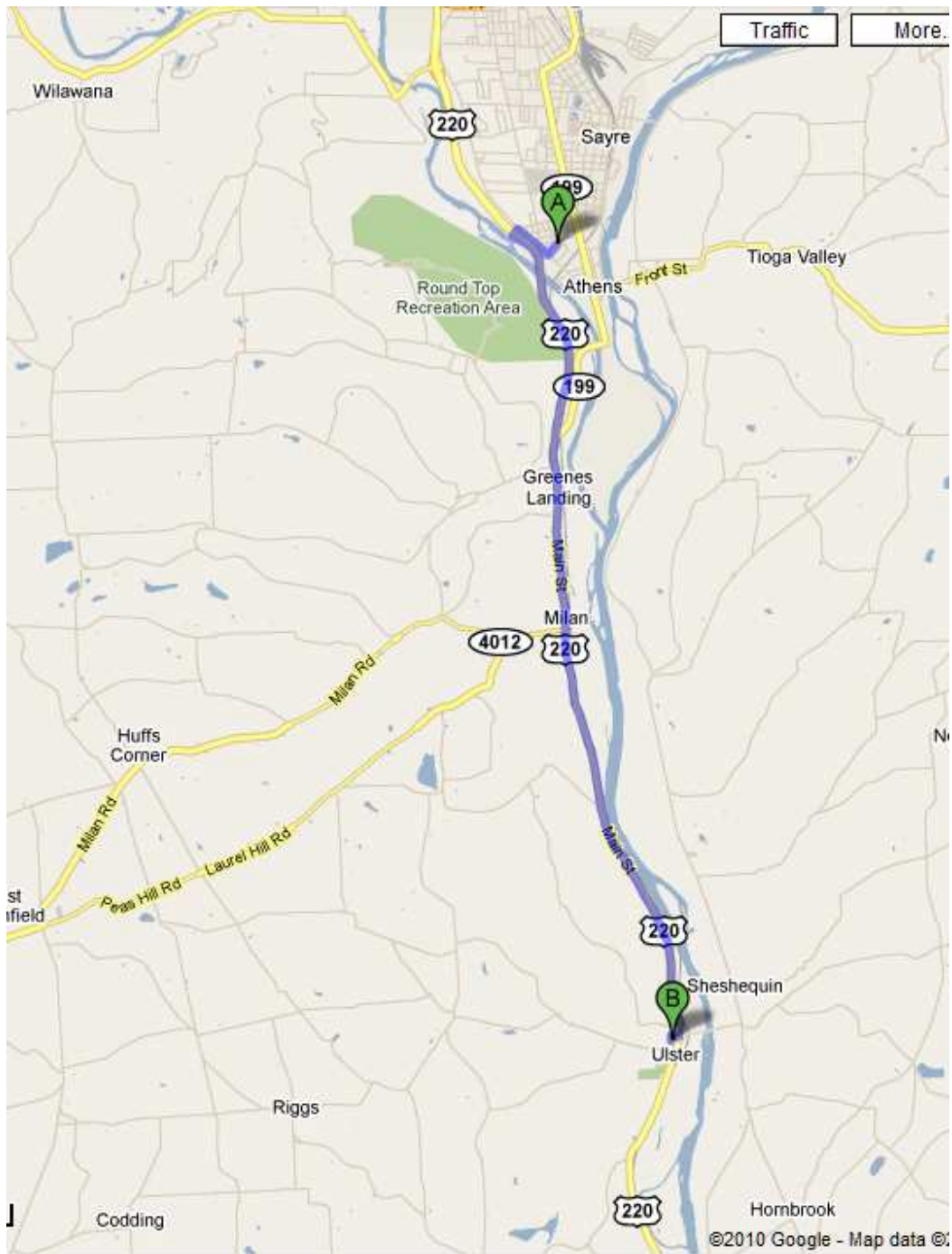
Printed Name: _____

Signature:_____

Title: _____

Company: _____ Date: _____

On this sheet, please list any Terms and Conditions that you require as part of this proposal.



Vendor Response Sheet #5

Installation of Private Fiber Optic Network

BLaST Intermediate Unit #17 is interested in securing bids to implement a point to point high speed fiber optic network between the following location(s): Sheshequin-Ulster Elementary School, Second Street, Ulster, Pa 18850 and Northern Tier Career Center, Tomahawk Road, RR 1 Box 157A, Towanda, Pa 18848.

The proposal below is for 18 strands (or a more cost effective configuration greater than 18) of single mode fiber for a 1000mb circuit between the above locations. The proposal shall include all materials and labor.

Termination Locations

All connections should be terminated in the buildings and extended to the following room locations using plenum rated fiber cable.

Materials \$_____ (All fiber patch cords are at the Intermediate Unit's expense)

Installation Labor \$_____

Total Price \$_____

Estimated Annual Pole Rights \$_____
(Will not be used for pricing comparison)

Estimated Make Ready Charges \$_____
(Will not be used for pricing comparison)

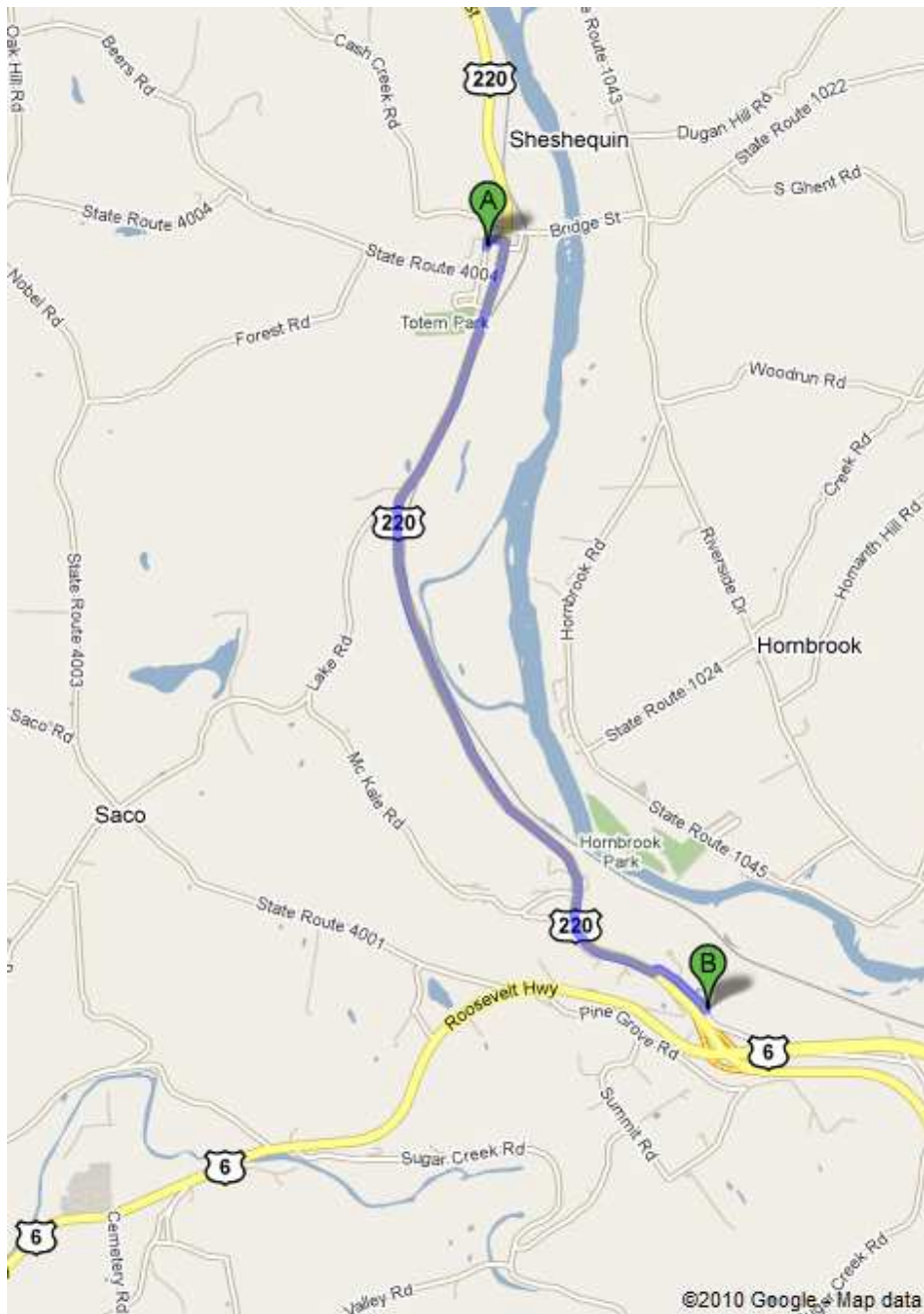
Printed Name: _____

Signature: _____

Title: _____

Company: _____ Date: _____

On this sheet, please list any Terms and Conditions that you require as part of this proposal.



Vendor Response Sheet #6

Installation of Private Fiber Optic Network

BLaST Intermediate Unit #17 is interested in securing bids to implement a point to point high speed fiber optic network between the following location(s): Northern Tier Career Center, Tomahawk Road, RR 1 Box 157A, Towanda, Pa 18848 and Towanda Jr./Sr. 1 High School Drive, Towanda, Pa 18848.

The proposal below is for 18 strands (or a more cost effective configuration greater than 18) of single mode fiber for a 1000mb circuit between the above locations. The proposal shall include all materials and labor.

Termination Locations

All connections should be terminated in the buildings and extended to the following room locations using plenum rated fiber cable.

Materials \$_____ (All fiber patch cords are at the Intermediate Unit's expense)

Installation Labor \$_____

Total Price \$_____

Estimated Annual Pole Rights \$_____
(Will not be used for pricing comparison)

Estimated Make Ready Charges \$_____
(Will not be used for pricing comparison)

Printed Name: _____

Signature:_____

Title: _____

Company: _____ Date: _____

On this sheet, please list any Terms and Conditions that you require as part of this proposal.

