



Newaygo County Regional Educational Service Agency (NC RESA) is accepting bids for the NCATS Consortium Network "*Hesperia WBLV Fiber RFP*" as described in the attached specifications.

Bids are to be returned no later than the deadline of October 26, 2020 to Newaygo County Regional Educational Service Agency, Attention: Joel Phillips, 4747 W 48th St, Fremont, MI 49412 or to jphillips@ncresa.org. Bids received after the specified date will not be accepted.

Please include the following information with your bid:

<Name of submitting firm>
Project: Hesperia WBLV Fiber
DUE: October 26, 2020 12:00 PM

If there are any questions regarding the bid process, specifications or services required, please send them in writing via email to jphillips@ncresa.org before October 26, 2020 12:00 PM.

Sincerely,

Joel Phillips
Director of Technology

INTRODUCTION

NC RESA NCATS Consortium is soliciting bids for the build of new fiber optic cable to extend an existing fiber optic network co-located in Hesperia Community Schools.

Locations of Connecting Points

LOCATION A:

4913 S Maple Island Rd, Hesperia MI 49421

Terminated at: 43.552110, -86.041831

Description: Existing rack inside WBLV FM tower transmitter building

LOCATION B:

96 S Division St, Hesperia MI 49421

Terminated at: 43.566636, -86.038417

Description: MDF at Hesperia Community Schools

BID REQUIREMENTS:

1. Quote for fiber: minimum 12 count, single mode, single jacket, single armored, loose tube fiber, gel free, preferred corning glass (SMF28E+).
2. NC RESA will supply pole identification tags.
3. Splice cases where needed between demarcation points.
4. Comply with all Consumers Energy National Electrical Safety Code Ground Clearance Requirements.
5. Include all guywire and insulators needed.
6. Storage Loops - Aerial; Aerial storage loops should be installed approximately every 2,500' to 3,000' feet, and within (3) pole spans from any road crossing when possible, or any transition from aerial to underground construction. Storage loops should be a minimum of 100'ft in length and placed within snowshoe support brackets.
7. Underground storage should be placed within an appropriately sized hand hole, and a minimum of 100'ft in length.
8. Underground fiber should be placed within a minimum of a 1.25" inch, schedule 35 or 40 conduit, a 12ga. solid conductor trace wire should be installed at time of fiber installation within the conduit, and a fiber marker test post should be installed next to hand hole with the appropriate ground and directional test leads connected. A ground rod should be installed within the hand hole and a minimum of 4 feet in length.
9. Prior to start of any work or ground disturbance, contractor is responsible for calling in all Miss Dig(s) in all relevant work areas. Miss Dig(s) should be called in a timely manner, and in coordination of project work schedules.
10. Contractor is responsible to restore any disturbance of ground soil(s) related to installation of any project segment(s). Soil restoration to include ground leveling, any required soil, seed, and straw.
11. Vendor must submit OTDR printouts specific to the installed fiber.
12. Vendor will provide as-built splice document at each demarcation splice case
13. Proposals received will be evaluated on several criteria including but not limited to costs, references, concurrence with requirements and project timelines.
14. Provisioning of the services will require coordination between the selected vendor and the NC RESA. Bidders are required to include in their proposal a timeline and detailed implementation plan for the provisioning of services for all services for which they provide a bid response. The bidder must also provide a timeline for the completion of the network including time for obtaining any permits and materials required for any special construction,

along with a completion date for system installation, and testing. The timeline should identify any existing network components that the Bidder may have in the service area and propose a preliminary construction sequence to identify which buildings will be brought on first

15. Any interpretation, correction, or change of the RFP will be made by addendum.
16. The Vendor shall provide all splice capsules, miscellaneous parts and labor for a complete operational network.
17. Bidder Qualifications
 - a. The Bidder shall be a company that has installed medium to large Data Networking Systems for at least five years. The Bidder shall submit verifiable references including contact names and phone numbers of projects of a similar nature (see attachment B – Additional Vendor Information). K12 references preferred.
 - b. The Bidder shall provide an answer or information to the extent possible for all the following if requested:
 - i. General information about the company, including its principals and subsidiaries.
 - ii. A general history, geographic location, state(s) of registration.
 - iii. State and date of incorporation and creation.
18. The Bidder must, on demand, respond to and provide any and all information needed for additional information, clarifications, etc.
19. NC RESA has no stated preference for products to be used by the Service Provider for the proposed connection as outlined in the RFP. However, the Service Provider must identify the manufacturer and type of equipment being used to deploy the network.
20. The Service Provider will be responsible for all necessary equipment to facilitate the deployment of the network hardware for connection between the NCATS components.

GENERAL TERMS AND CONDITIONS

1. It is the desire of NC RESA to select a vendor that can provide the best overall value rather than simply choosing the lowest cost bidder. All considered bids must meet or exceed all specifications herein. While pricing for a preferred brand is being requested, NC RESA is willing to consider any “like” products from different manufacturers as long as they meet the bid specifications.
2. NC RESA reserves the right to accept or reject any or all bids, or portions thereof, if it deems such action to be in its best interest. NC RESA reserves the right to award a contract to other than the lowest bidder and has sole discretion to determine the lowest responsible bidder. Furthermore, NC RESA reserves the right to split any ensuing award among multiple vendors or to award the bid in whole to one vendor.
3. NC RESA reserves the right to conduct discussions, request additional information and negotiate with selected vendors prior to award of the contract.
4. NC RESA reserves the right to retain all bids submitted and to use any ideas in a bid

regardless of whether the bid is accepted or not.

5. Bid submission shall be firm for ninety (90) days from the date of bid deadline.
6. By responding to this solicitation, the bidder agrees to and will be solely responsible for doing the research to ascertain that its solutions offered meets or exceeds all federal, state, local, and industry regulations, rules, standards, and/or requirements.
7. Work is to begin after approval from the Board of Education. Once a Vendor has been chosen, Vendor must work with NC RESA staff to establish an acceptable timeline for installation.
8. Vendor is responsible for visiting the site prior to any work being completed and to become familiar with the local conditions under which the Work is to be performed. Vendor will complete their own review of the facilities and ascertain any difficulties in regard to their performance and completion of the Work. Failure to have visited the site before submitting a bid proposal shall in no way relieve the bidder from furnishing any materials or performing any work required to complete the project in accordance with the contract documents, without additional cost NC RESA or its member agencies.
9. For any project contracted under this solicitation, the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended.
10. NC RESA expects that the contract with the successful vendor will include a high level of customer service throughout the life of the contract.
11. NC RESA shall not be responsible for any cost or expense the Vendor incurs in implementing the requirements of this bid document. All equipment, transportation, installation, disposal fees, and any other expenses necessary for proper execution of the contract are the responsibility of the vendor and are to be included and considered part of the bid price.
12. NC RESA shall issue the vendor a purchase order in connection with this bid. Invoice(s) for the items shall note the purchase order number and be sent by U.S. Mail to NC RESA, 4747 W 48th St, Fremont MI 49412, emailed to jphillips@ncresa.org. All payment terms will be a minimum of Net 30. Any early payment discounts should be noted on Attachment B. Payments for invoices will require approval of the NC RESA Director of Technology, who shall ensure that work performed by the vendor for invoices submitted are satisfactory.
13. Any Vendor who will be performing any part of this bid on site at NC RESA shall maintain in effect at all times during the term of this Agreement, at their own expense and with insurers licensed to do business in the State of Michigan, and shall furnish satisfactory evidence to NC RESA of the following insurance coverage:
 - a. Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limits for personal injury, bodily injury and property damage liability.

- b. Workers' Compensation Insurance including Employers Liability coverage, in accordance with all applicable statutes of the State of Michigan.
 - c. Errors and Omissions coverage in an amount not less than \$1,000,000.
 - d. Employment Practices Liability (EPLI), including third party coverage, in an amount not less than \$1,000,000.
 - e. Commercial Umbrella Liability coverage – over all of the above coverages and limits in an amount not less than \$2,000,000
 - f. Motor Vehicle Liability: If Vendor, or its employees, will use motor vehicles to satisfy its responsibilities under this contract, then Vendor must have a minimum amount of \$1,000,000 per occurrence combined single limit including coverage for hired or leased vehicles, and owned and non-owned vehicles with No-Fault coverage as required by law. If an insurance coverage furnished by Vendor is on a "claims made" basis, the Vendor shall continue the coverage required under this contract for a minimum period of three years after the expiration or termination of this contract.
 - g. Cancellation Notice: Commercial General Liability, Worker's Compensation, Errors and Omissions, Employment Practices Liability and Commercial Umbrella Liability insurance as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CUSTOMER."
 - h. Certificates of insurance shall name NC RESA as additional insured parties for all coverage listed above.
14. The Vendor must know NC RESA is an educational unit and is thus exempt from the payment of all State and Federal taxes. The prices quoted by the Bidder must therefore not include taxes.
15. Submission of a bid indicates acceptance by the Vendor of the conditions contained in this invitation to bid, unless clearly and specifically noted by the Vendor in the applicable section of the Vendor Signature Page, Attachment A, of the bid submitted. Any Vendor exceptions will need to be confirmed in writing by NC RESA before they are accepted.
16. Negligence in preparation, improper preparation, error in and/or omissions from the bid shall not relieve the Vendor from fulfillment of any and all applicable obligations and requirements of this bid.
17. Vendor understands that in the course of performing services called for, that they may gain access to certain confidential information. In such event, it is agreed that Vendor will withhold such confidential information from any third party as long as it is allowed by law.
18. This contract and/or any part of this contract are not to be subcontracted out unless agreed to in writing by NC RESA. Any requests for subcontractors must be submitted with the bid.
19. NC RESA reserves the right to terminate the contract at any time due to the Vendor's

failure to comply with the terms of the contract. A finding of noncompliance may result in the termination of the contract.

20. The Vendor will protect, defend and indemnify NC RESA, its officers, agents, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any person, including the Vendor's own employees, and for any loss or damage to any property, including property owned or in the care, custody or control of NC RESA in connection with, or in any incident, or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Vendor, any subcontractor, or any employee, agent or representative of the Vendor or any subcontractor.
21. This solicitation/RFP, the bid submitted by the successful Vendor, attachments and mutually negotiated addenda constitute the entire contract between the Vendor and NC RESA. Additional documents and/or agreements, including non-negotiated provisions developed by the Vendor are not part of the executed contract.
22. The installation shall be done by trained and qualified personnel. Vendor will pay for any failure to conform or for any defect. In addition, Vendor will repair/replace any damage occurring to NC RESA or its members controlled, real or personal property when that damage is the result of the contractor or subcontractor's failure to conform to contract requirements or any defect in equipment, material, workmanship, or design furnished or in compliance with federal, state, and local laws, codes, regulations and standards. Vendor's warranty with respect to work done, repaired or replaced under these conditions will run for one (1) year from the date of repair or replacement or completion.
23. The prime contractor must warrant work performed, materials, equipment installed for a period of not less than six (6) years against defects and poor workmanship. Even if final payment is made, if the owner discovers an unfinished and/or improperly installed component, defect of poor workmanship that should have been identified and noted during final inspection, the contractor will complete the work in a timely fashion at no additional cost to the owner. This warranty does not cover damage caused by fire, winds, floods, chemicals or owners' negligence of reasonable precaution.
24. Vendor may offer extended warranties or maintenance agreements if available at an additional cost to NC RESA. The extended warranties or maintenance contract must be offered as a separate line item.
25. Vendor must obtain any and all required permits prior to performing the work. Costs for any required permits are to be included in the quoted price.
26. Vendor shall take care to protect all existing structures, equipment, trees, landscaping, etc. and will clean parking lots and grounds of debris. Site will be kept as clean as possible on a daily basis.
27. Use of tobacco products will not be allowed on school property by Vendor or any of Vendor's employees. This includes in personal vehicles on NC RESA or any school property.
28. Vendor is responsible for the protection and safekeeping of all their own materials and

equipment stored on NC RESA premises.

29. All work will be in compliance with OSHA safety requirements and any NC RESA, State and National guidelines or requirements including, but not limited to:
 - a. Personal Protective Equipment
 - b. Hazard Communications (MSDS)
 - c. Confined Space
 - d. Lockout/Tagout
 - e. Any other laws, guidelines, mandates, etc.
30. This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Newaygo County, Michigan.
31. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
32. Proposals may be withdrawn and/or changed any time prior to the bid deadline. Proposals may not be withdrawn or changed after the bid deadline; and shall be deemed a firm offer continuing for ninety (90) days.
33. Should Vendor's company be sold during the life of this agreement, Vendor maintains that the pricing, contract, and terms and conditions of this agreement shall be binding upon any successor or new ownership.
34. A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
35. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
36. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
37. From the issue date of this RFP until a Contract has been awarded and announced, prospective Bidders are not allowed to communicate about the subject of the RFP or a Bidder's Proposal with the School District(s), its Board of Education, administration, staff, teachers, or students, except as provided in the pre-bid meeting and vendor questions and answers as noted in the timeline.

38. Upon completion of the work, the Vendor will present NC RESA with all documents necessary to close out the project, including but not limited to:

- a. Maintenance Manuals
- b. Certificated of occupancy
- c. Electronic project drawings
- d. Executed warranties on installed products and equipment
- e. Safety Data Sheets for any materials supplied

Bids must include the following to be considered complete:

- **Vendor Signature Page – Attachment A** ○ Complete Attachment A-Vendor Signature Page. A corporate official legally authorized to bind the company must sign the Vendor Signature Page in black or blue ink.
- **Iran Affidavit – Attachment B** ○ Public Act 517 of 2012 defines an Iran Linked Business as: 1) a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or 2) a financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran. Please sign certifying that your company is not an Iran linked business.
- **Familial Disclosure – Attachment C** ○ Complete and submit with proposal
- **Unit Price Quote Sheet (Vendor)**
- **Specification Drawings (Vendor)**

**Attachment A–Vendor Signature Page
Hesperia WBLV Fiber RFP**

Bids To Be Returned To: Newaygo County RESA
Attn: Joel Phillips
4747 W 48th St, Fremont MI 49412

Bid Due Date **October 26, 2020**
12:00 pm EST or before

By signing below, the undersigned certifies that he/she has read and understands the instructions and conditions to Vendors, the information provided is accurate and that a duly authorized agent of your firm has signed this proposal. The bidder certifies offers to furnish products and/or services in strict accordance with the requirements of the proposal including terms and conditions; bidder certifies that they understand the services to be provided; that prices quoted are correct; and that this proposal is valid ninety (90) days from the date submitted. Further, that he/she will abide by these terms and all applicable state, federal and local laws and regulations governing the services requested. The undersigned also certifies that the company has not been debarred or suspended from doing business with the federal government and does not appear on SAM (System for Award Management) as an Excluded Party.

Company Information

Company Name

Mailing Address

Licensure Number

Contact Information

Name of Person Completing Bid

Email of Person Completing Bid

Telephone Number

Fax Number

Exceptions

*Please list out any exceptions to the terms, conditions or specifications to the **Hesperia WBLV Fiber**. Any exceptions need to be confirmed in writing before being accepted by Newaygo County RESA.*

Authorized Signature

Form to be signed by authorized company representative in either blue or black ink

Authorized Signature

Name of Signatory

Title of Signatory

AFFIDAVIT OF COMPLAINT - IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of (the "Bidder"), pursuant to the compliance certification requirement provided in the Newaygo County Regional Educational Service Agency ("NC RESA") Hesperia WBLV Fiber RFP, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a Contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, the cost of NC RESA investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an Invitation To Bid for three (3) years from the date the it is determined that the person has submitted the false certification.

Vendor Information

Name of Bidder
By
Date
State of) SS.
County of)

Notarized Signature

This instrument was acknowledged before me on the _____ day of _____, _____
date month year
by
Bidder Signature Name

Notary Signature

Notary Name
County,

My Commission Expires

Acting in the County of

**Attachment C–Familial Disclosure NC
Hesperia WBLV Fiber RFP**

All bidders must complete the following disclosure form in compliance with MCL 380.1267 and attach this information to their proposal.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between the owner or any employee of the Vendor and any member of the Districts’ Board, employees, or the superintendent.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE).

Owner/ Employee Name	Related To:	Relationship
1.		
2.		
3.		
4.		
5.		

Vendor Information

Signature(s):

Title:

Name of Firm:

State of)
) SS
 County of)

Notarized Signature

On this _____ day of _____, _____ before me a Notary
 Public in and for said county, personally appeared

 agent of the said firm
 and who acknowledged the same to be his free act and deed as such
 agent.

**Notary Public My
Commission Expire**