



**Edmonds School District
20420 68th Avenue West
Lynnwood, WA 98036-7405
BEN: 145182**

Request for Proposals (RFP26-03GF)
Solicitation to provide fiber optic network in support of all Edmonds
School District facilities
MANDATORY Walkthrough October 16, 2026 (See Mandatory Walkthrough)

Jill Stone
jstone@aeserate.com

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E-RATE 470 REQUEST AND REQUEST FOR PROPOSAL (RFP) FOR: FIBER OPTIC CABLING INFRASTRUCTURE UPGRADE

OVERVIEW

Edmonds School District, hereinafter referred to as “ESD”, is seeking proposals for the upcoming Year (2027) round of E-Rate funding. The E-Rate Year 2027 will commence July 1, 2027, and end June 30, 2028 (or beyond for multi-year contracts).

ESD seeks a quality vendor with experience in multi-site fiber optic installations and the capability to provide responsive service for the installed fiber optic cable. As such, ESD is soliciting proposals for purchasing and installation of fiber optic cabling to provide connectivity between and among all of their facilities. Each facility designated in this RFP shall be provided a network connection capable of an entry-level speed of 10 Gbps, with eventual connectivity speeds limited only by ESD-installed edge devices at each location.

All work pursuant to this RFP shall be contingent upon funding from the Schools and Libraries Universal Service Support Program (E-Rate), administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). In the event of lack of funding, District may, or may not, accept all or parts of the bid proposal, at the discretion of ESD.

All bids must comply with this RFP to be considered. All bidding vendors must be eligible to participate in the E-Rate program, must have a Service Provider Identification Number (SPIN, also called a 498 ID) issued by USAC, and must provide their SPIN in their proposal. Vendors that provide telecommunications services must also be current on their FCC Form 499-A filing obligations.

All items are to be bid as shown on accompanying specifications but may exceed minimal specifications. Once bid, no substitutions will be allowed except in the case of updated editions. Bids should be itemized and all-inclusive with any delivery, installation and labor charges. Items that are not e-Rate eligible must be clearly separated out from items that are E-Rate eligible. Bids are expected to be firm quotations and should not be presented as estimates. Any deviations from the bid price accepted by ESD will take an approved change order.

All deliveries are to be made between the hours of 8:00am and 4:00pm, Monday through Friday, except on holidays. All items shall be properly crated or packaged by the supplier to ensure delivery in good condition. All freight and delivery charges shall be paid by the vendor and included in the bid price. The vendor shall, at their own expense, amend and make good any defective or unsatisfactory items.

All vendors must meet or exceed the Vendor Qualifications and provide a Vendor Profile as indicated in this document.

MANDATORY WALKTHROUGH

A mandatory walkthrough will be conducted on **October 16, 2026, at 8:00 AM (PST)** for any vendors who wish to bid on this project. The meeting will be at the Educational Services Center (ESC), 20420 68th Avenue West, Lynnwood, Washington 98036-7400.

All vendors must register to attend the Walk-through by October 14, 2026, by 12:00 PM PST. Bids from vendors that do not attend the mandatory walkthrough will not be considered. Vendors will submit the Appendix D: Vendor Intent to Bid letter in order to attend the walk-through. This appendix must be completed and emailed to [Jill Stone](#) by October 14, 2026, and received no later than 12:00 PM PST. Vendor may elect to have no more than two employees attend the walk-through.

Sign-in will be held at the reception desk in the lobby and will begin 15 minutes prior to start of meeting. Bidders must be signing in by no later than 5 minutes after meeting start time. Any bidders not signed in by that time will be deemed late and may not be eligible to submit a bid.

ESD reserves the right to consider unusual or extenuating circumstances.

Vendors should be prepared to travel to multiple district campuses to take photos, measure distances, and record any other data that may be required for their proposal at this time. All site visits will require check-in and check-out at the main office at each facility. Schools will be in session during these times, and it is expected that vendors be as unobtrusive as possible and refrain from any interaction whatsoever with students.

All questions must be submitted in writing to [Jill Stone](#). Responses will be posted as an addendum in the EPC Portal and sent to all registered vendors.

SCHEDULE OF EVENTS

Item	Time	Date
RFP issued FCC Form 470 #270001483		October 9, 2026
Register to attend Pre-Bid Walk Through	12:00 PM PST	October 14, 2026
Submit Intent to Bid	12:00 PM PST	October 14, 2026
Mandatory Pre-Bid Walk Through – Site visit of representative facilities	8:00 AM PST	October 16, 2026
Questions due to District	3:00 PM PST	October 22, 2026
Question response(s) to bidders	3:00 PM PST	October 29, 2026
RFP due	12:00 PM PST	November 12, 2026
RFP opening	10:00 AM PST	November 13, 2026
School Board Award (on or about)		December 8, 2026
Notify Awarded Bidder (on or about)		December 9, 2026
Notice to Proceed (on or about)		April 1, 2027
Substantial Completion		Jun 15, 2027 (July 1 cutover)

Required Bid Documents:

Document Title	Description of Document	Required
Appendix A	Prevailing Wages	Yes
Appendix B	CONSTRUCTION SPECIFICATIONS	Yes
Appendix C	Vendor Certifications	Yes
Appendix D	Vendor Intent to Bid	Yes
Appendix E	Pricing Sheet	Yes
Appendix F	E-rate Special Construction	No
Appendix G	Project Specific Questions	Yes
Attachment B	Contract Attachment B	Yes
	Proposal – including Contractor Qualifications, Contractor Capabilities, Approach, and Experience	Yes

Contact Information

RFP Administrator:	Jill Stone , jstone@aeserate.com
Technical Contact:	Debbie Erickson , ericksond659@edmonds.wednet.edu

	For information on submitting questions regarding this RFP, please see Section 1 below.
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Section 1: Questions Regarding this RFP

All questions, comments, or concerns regarding this RFP must be submitted to Jill Stone.

ESD staff and the staff at AES will not respond to questions via fax or telephone calls.

Question responses will come in the form of either a direct response or as an addendum or addenda to this RFP. Typically, AES will send the Q&A to each vendor within three days once the Questions deadline has passed.

For questions not explicitly related to this RFP, contact Debbie Erickson.

Attempts to contact any other ESD employee or agent regarding this RFP shall be viewed as an attempt to circumvent the competitive bidding process and may lead to the disqualification of your bid(s).

Robo Bids: Due to the complexity and specific nature of the services requested, we require that all bids be submitted manually by an authorized vendor representative, including the necessary documentation, pricing, and terms. Bids submitted through automated systems without a tailored manual response will not be accepted. All vendors must ensure that their proposals accurately reflect a full understanding of the RFP requirements.

“Or Equal” Clause:

Unless otherwise stated in the proposal documents, whenever a process, service, equipment, or material is specified by giving a manufacturer's name, brand, or number, it is understood that the words “or equal” follow thereafter. Where the phrase “or equal” appears or occurs in the proposal documents, do not assume that the ESD approves a process, equipment, or material unless the item has been specially approved for their work by the ESD. The ESD's decision is final.

If a Bidder proposes to furnish an item, process or material which it claims to be of equal utility to the one designated, then:

- Bidder shall deliver a substitution request to: [Jill Stone](#) referencing RFP26-03GF, at least seven (7) business days prior to the Bid due date and time, accompanied by a written statement describing it together with supporting data and details sufficient to permit ESD to evaluate the same.
- ESD may require demonstration, additional tests, and additional data, all to be supplied at the expense of the Bidder.
- ESD shall in its sole discretion determine if an item submitted as an alternate or approved equal is “equal” or “equivalent”.
- ESD shall issue an addendum at least five (5) business days prior to the Bid due date and time for approved equal determinations.

Section 2: SERVICES REQUESTED:

Service providers are asked to submit bids on the method(s) they can provide, specifically;

1. Lit Fiber Service - with Service Provider equipment installed and maintained by the Service Provider.
2. Dark Fiber Service with Service Provider equipment installed and maintained by the Service Provider.
3. Transitional Services - Per FCC DA 20-237: Transitional Services – The ESD will use and maintain their current fiber services during the build out of a new fiber service: “2010 Sixth Report and Order guidance, when a new provider is delayed in starting to provide service, the ESD may remain with a previous provider during the transition period, even if that incumbent provider was not the second highest bidder.”
4. Future Additions – firm unit pricing for connecting new District sites and for additional fiber pulls, strands, and relocations during the contract term. See FUTURE ADDITIONS: NEW SITES AND ADDITIONAL FIBER PULLS in Section 5.

Note: **Current diagram of district connectivity has been provided as EXHIBIT A. The legend for the sites the table on page 12.**

Service providers are requested to provide pricing in the following manner:

- Special Construction one-time charge: Per the Federal Communications Commission’s Eligible Service List for funding Year 2027, special construction is comprised of upfront, non-recurring costs of deployment for new or upgraded facilities, design and engineering, project management and construction of network facilities. Please identify the one-time charge for these items, if any. All construction activities shall comply with requirements of **Appendix B – CONSTRUCTION SPECIFICATIONS**
 - Other one-time charges: Please also identify any other one-time installation and/or equipment charges, if any.
 - Monthly Recurring Charge: Please identify the monthly recurring charge(s) for service or lease, if applicable, for the 60-month (five-year) initial term and for each one-year voluntary extension option.
 - Estimated taxes and surcharges, if applicable.
 - Unit pricing for future additions: Please provide the unit prices requested in Appendix E for new sites, additional fiber pulls and strands, and relocations (see Section 5).
1. ESD is seeking bids for 3 services. Respondents may bid one, all, or any combination of options. See Section 3 for requirements of each solution.
 - a. The first service is a fully managed, leased lit fiber solution.
 - b. The second service is a leased dark fiber solution that includes fiber maintenance as part of the monthly lease cost.
 - c. Transitional Services: Using the incumbent fiber service provider while the new fiber network is being built.
 2. Network Design and Construction Routes
 - a. ESD will consider traditional network designs (such as hub and spoke) or alternative proposals. The ESD’s stated decision criteria (outlined in the RFP) will be used to determine if an award is made as-a-result of this RFP. The ESD has,

in accordance with E-rate guidelines, rated cost of service as the highest weighted factor in its decision criteria.

- b. Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to ESD. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to ESD and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.
 - c. Respondents should clearly illustrate proposed network design and construction routes. Respondents should show evidence that they looked at alternate routes for the build and should provide narrative language supporting rationale for chosen build route(s).
 - d. ESD is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.
3. Special Construction
- a. In E-rate terminology, **special construction** refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.
 - i. Special construction and service eligibility for reimbursement have changed starting funding year 2016. See the Federal Communications Commission E-rate modernization order 2 (WC Docket No. 13-184) (<https://www.fcc.gov/document/fcc-releases-order-modernizing-e-rate-21st-century-connectivity>) for more information.
 - b. Special construction charges eligible for Category One support consist of three components:
 - i. construction of network facilities
 - ii. design and engineering
 - iii. project management
 - c. If no new fiber is being installed, then any installation costs are considered standard **non-recurring costs (NRC)**.
 - i. For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are standard NRC.
 - ii. For leased dark fiber solutions, equipment required by the ESD to light the fiber are not considered special construction.
 - d. Special Construction Payment Plan Option
 - i. The ESD requests that the respondents consider allowing ESD to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the ESD) in up to four (4) equal annual installments, beginning in Funding Year 2027 and ending no later than Funding Year 2030, as permitted by FCC rules. Responses must include agreement or non-agreement of this request.
 - e. Excess fiber strands for special construction projects
 - i. To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to ESD in accordance with FCC rules and orders.

- ii. If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, ESD will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.
- iii. For examples of cost allocation, please see the document in Appendix F (E-rate Fiber Information) as prepared by the State E-rate Coordinators' Alliance (SECA).

Section 3: Solution Specifications

1. Leased Lit Fiber

- a. ESD must have dedicated, symmetrical transport bandwidth of **10 Gbps to 25 Gbps** between the designated endpoints.
- b. The solution must be scalable to **10 Gbps – 25 Gbps**
- c. Contract options are requested for **60-month terms of service** with the option for voluntary contract extensions of two [2] one [1] year options.
- d. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction, monthly recurring cost, and any additional non-recurring costs are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction, NRC, and MRC rate in each pricing cell of the matrix.
- e. If a bandwidth upgrade is requested mid-contract the term length does not reset or renew. For example, if an upgrade occurs in month 20 of a 36-month contract, then 16 months of service must remain on the contract at the new bandwidth before a contract renewal is available.
- f. All solutions must adhere to the following Service Level Agreement (SLA) terms and the terms found in Section 4:
 - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - ii. .25% frame/packet loss commitment
 - iii. 25ms round trip network latency commitment
 - iv. 10ms network jitter commitment
 - v. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - vi. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

2. Leased Dark Fiber

Option A:

- a. ESD must have six strands of single-mode fiber from the hub to each eligible entity location.
- b. Contract options are requested for **60-month terms of service** with the option for voluntary contract extensions of two [2] one [1] year options.
- c. Each respondent is required to complete the attached pricing sheet with this RFP.
 - i. Special construction and monthly recurring cost are **required** to be broken out and listed separately.
 - ii. Respondents are free to propose alternate pricing terms provided they have also included pricing in the requested format.
 - iii. No increased pricing will be allowed during the term of the quoted special construction and MRC rate in each pricing cell of the matrix.
- d. The provider will make all reasonable efforts to ensure 99.99% network availability of all leased fiber strands.

- e. All solutions require maintenance as part of the MRC subject to the following terms and the terms found in the Maintenance paragraph of this RFP:
 - i. Respondent shall maintain the applicable fiber seven days per week, twenty-four hours per day.
 - ii. In the case that maintenance is subcontracted out to a 3rd party, the respondent must hold and manage the subcontract and is ultimately responsible for the SLA.
 - iii. It is assumed that the dark fiber network is part of a more comprehensive fiber infrastructure of the service provider. The respondent will include only the portion of maintenance that is required to support the ESD fiber segments versus overall network maintenance.
 - iv. Vendor stated commitment is to respond to any outage within two (2) hours and thereafter proceed to correct the malfunction with reasonable diligence.
 - v. The respondent should include an overview of maintenance practices including:
 - 1. Routine maintenance and inspection
 - 2. Scheduled maintenance windows and scheduling practices for planned outages
 - 3. Marker and handhole inspection and repair
 - 4. Handling of unscheduled outages and customer problem reports
 - 5. What service level agreement is included and what alternative service levels may be available at additional cost
 - 6. What agreements are in place with applicable utilities and utility contractors for emergency restoration
 - 7. Repair of fiber breaks and mean time to repair
 - 8. Replacement of damaged fiber and fiber that no longer meets specifications
 - 9. Post repair testing
 - 10. Policies for customer notification regarding maintenance
 - 11. Process for changing procedures, including customer notification practices
 - 12. Process for moves, adds, and changes
 - 13. Process for responding to locate requests

Option B: Modified Leased Dark Fiber:

- Minimum of one pair of single-mode dark optical fibers connecting the ESD facilities matching ESD's existing network diagram, EXHIBIT A, and redundancy level.
- Vendor will coordinate with ESD on placement of equipment and configuration of the connection.
- Prior to the service date, the Service Provider will provide end-to-end testing, including any fiber extensions.
- Verify access to the Internet and to district resources.

Each respondent is required to complete the attached pricing sheet with this RFP.

School District Site Name	Entity Number	Type	Address	City	County	State	Zip Code
Alderwood Elementary/Alderwood Early Childhood Center	16037944	School	2000 200th Pl Sw	Lynnwood	Snohomish County	WA	98036
Alderwood Middle School	17010252	School	1132 172nd St Sw	Lynnwood	Snohomish County	WA	98037
Beverly Elementary School	114868	School	5221 168th St Sw	Lynnwood	Snohomish County	WA	98037
Brier Elementary School	114849	School	3625 232nd St Sw	Brier	Snohomish County	WA	98036
Brier Terrace Middle School	114861	School	22200 Brier Rd	Brier	Snohomish County	WA	98036
Cedar Valley Elementary School	114859	School	19200 56th Ave W	Lynnwood	Snohomish County	WA	98036
Cedar Way Elementary School	114919	School	22222 39th Ave W	Mountlake Terrace	Snohomish County	WA	98043
Chase Lake Elementary School	114779	School	21603 84th Ave W	Edmonds	Snohomish County	WA	98026
College Place Elem School	114853	School	20401 76th Ave W	Lynnwood	Snohomish County	WA	98036
College Place Middle School	114854	School	7501 208th St Sw	Lynnwood	Snohomish County	WA	98036
Edmonds Elementary School	114732	School	1215 Olympic Ave	Edmonds	Snohomish County	WA	98020
Edmonds Woodway High School	222934	School	7600 212th St Sw	Edmonds	Snohomish County	WA	98026
Educational Services Center	16037949	NIF HUB	20420 68th Avenue, West	Lynnwood	Snohomish County	WA	98036
Hazelwood Elementary	186197	School	3300 204th St Sw	Lynnwood	Snohomish County	WA	98036
Hilltop Elementary School	114857	School	20425 Damson Rd	Lynnwood	Snohomish County	WA	98036
Lynnndale Elementary School	114850	School	19030 72nd Ave W	Lynnwood	Snohomish County	WA	98036
Lynnwood Elementary School	114869	School	18638 44th Ave W	Lynnwood	Snohomish County	WA	98037
Lynnwood High School	114870	School	18218 North Rd	Bothell	Snohomish County	WA	98012
Madrona School	114739	School	9300 236th St Sw	Edmonds	Snohomish County	WA	98020
Maintenance Transportation	16037946	NIF	20601 52nd Avenue West	Lynnwood	Snohomish County	WA	98036
Maplewood K-8 Parent Cooperative	114777	School	8500 200th St Sw	Edmonds	Snohomish County	WA	98026
Martha Lake Elementary School	114873	School	17500 Larch Way	Lynnwood	Snohomish County	WA	98037
Meadowdale Elementary School	114866	School	6505 168th St Sw	Lynnwood	Snohomish County	WA	98037
Meadowdale High School	114864	School	6002 168th St Sw	Lynnwood	Snohomish County	WA	98037
Meadowdale Middle School	114865	School	6500 168th St Sw	Lynnwood	Snohomish County	WA	98037
Mountlake Terrace Elem School	114915	School	22001 52nd Ave W	Mountlake Terrace	Snohomish County	WA	98043
Mountlake Terrace High School	114916	School	21801 44th Ave W	Mountlake Terrace	Snohomish County	WA	98043
Oak Heights Elementary School	114874	School	15500 18th Ave W	Lynnwood	Snohomish County	WA	98087
Salish Middle School	Construction	School	20000 28th Ave W	Lynnwood	Snohomish County	WA	98036
Scriber Lake High School Edmonds Heights K-12	114851	School	23200 100th Ave W	Edmonds	Snohomish County	WA	98020
Seaview Elementary School	114775	School	8426 188th St Sw	Edmonds	Snohomish County	WA	98026
Sherwood Elementary School	114737	School	22901 106th Ave W	Edmonds	Snohomish County	WA	98020
Spruce Elementary School	114872	School	17405 Spruce Way	Lynnwood	Snohomish County	WA	98037
Terrace Park School	114918	School	5409 228th St Sw	Mountlake Terrace	Snohomish County	WA	98043
Warehouse	16037948	NIF	19800 Birch Way	Lynnwood	Snohomish County	WA	98036
Westgate Elementary School	114734	School	9601 220th St Sw	Edmonds	Snohomish County	WA	98020
Woodway Elementary School	Not in the Portal	School	9521 240th St SW	Edmonds	Snohomish County	WA	98020

Additional Requirements

- If the awarded bidder currently holds or has held a contract with ESD, the bidder **MUST** review all current specs and standards and bring all existing infrastructure up to current standard spec.
- If the awarded bidder was not previously under contract with the ESD, all construction/installation standards and specifications must be reviewed and followed.
- Provide documentation listing manufacturers selected for all equipment, part numbers, quantities, serial numbers, IP addressing and equipment naming.
- Provide necessary training as agreed upon by vendor and district.
- Provide hardware maintenance on qualifying equipment for duration of contract.
- Provide access to real-time monitoring dashboard of the status of all fiber connections.
- Hardware equipment and cabling specifications:
 - Network Cabling:

Fiber should be installed between distribution frames for network backbone purposes with a minimum 6 strand with compliant 10 Gigabit or greater equipment used. **Price both a 10 Gigabit and a 25 Gigabit connection.** Currently all but one site is using multimode connectors to connect to the local area network at each site. As we move forward with new buildings, we will be using single mode connectors.
 - Network Switching:

Must have such design to integrate seamlessly with existing head-end and downstream equipment. All distribution frames must have port density and fiber connectivity to support all backbone connections and current or newly terminated connections.
 - Rack Equipment:

Installation of new networking hardware should utilize existing rack equipment. Location will dictate size, form factor, and installation requirements. Installation of equipment in racks requires approval from ESD.

Section 4: How to Submit Bid

All bids must be submitted by email to [Jill Stone](#) no later than 12:00 PM PST on November 12, 2026.

- ☐ All vendors must have a SPIN and a current SPAC on file with USAC and be on Green Light Status with USAC.
- ☐ All bids must meet the
 - Appendix C - Required Certifications

- Appendix D - Intent to bid
- Appendix E - Pricing Spreadsheet (Rename the spreadsheet to start with "Appendix E")
- Appendix F - E-Rate Special Construction
- Appendix G – Project Specific Questions
- Attachment B
- Contractor Qualifications (see p. 32)
- Contractor Capabilities (see p. 33)
- Approach (see p. 34)
- Experience (see p. 35)

SPECIFICATIONS

Specifications are in Appendix B

SUBMISSION TIME AND DATE

Proposals are due by 12:00 p.m., local time on November 12, 2026. Proposers are cautioned to allow sufficient time for transmission of their submittals.

OPENING OF PROPOSALS

The bid opening will be held on November 13, 2026, at 10:00 a.m. Pacific Time. Only the names of firms submitting a response will be made public. All other information will remain sealed from the public until after evaluation. The opening will be held at the Educational Services Center, 20420 68th Avenue West, Lynnwood, Washington 98036-7400.

GOALS

- Provide 100% fiber optic-based connectivity between District facilities.
- Provide a scalable network infrastructure capable of supporting ESD's future needs.
- Determine the most cost-effective network infrastructure solution to meet the current and future needs of the school district.
- Determine whether ESD stays with 10 Gigabit connectivity or moves to 25 Gigabit connectivity.

E-RATE ELIGIBILITY AND FUNDING DISCLAIMER

If ESD selects the Service Provider Invoice (SPI) invoicing mode on its FCC Form 471, the successful Contractor will file an FCC Form 474 Service Provider Invoice (SPI) to be reimbursed by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the discounted portion of the costs of service. This must take place after USAC has committed to reimburse the discounted portion of the cost of eligible services provided to eligible entities pursuant to one or more FCC Forms 471, "*Description of Services Ordered and Certification Form*", Edmonds School District has filed a FCC Form 486, "*Receipt of Service Confirmation and Children's Internet Protection Act Certification Form*" and has paid the non-discounted portion of the cost for services. The successful contractor must also perform work in a manner that results in completed circuits.

Except as noted in the bid documents, ESD expects to receive E-Rate funding for this entire project. Funding is typically granted for a "Funding Year," specifically, the next Funding Year begins July 1, 2027, and continues through June 30, 2028. While extensions may be granted, SLD may opt to satisfy their portion of the invoicing of this project only through the end of the current Funding Year. As such, E-Rate funding for this project may be terminated prior to completion pending extension or renewal efforts on behalf of Edmonds School District. In the event an extension is not granted, the project will end in place.

Due to this potential cessation of E-Rate funding, it is imperative that the successful contractor maintain exacting control of the project expenditure and invoice with precise amounts to make sure all current activities are covered. Work ahead with the expectation of payment beyond the current Funding Year may result in non-payment by SLD or Edmonds School District.

WAN MIGRATION STRATEGY

The new fiber optic cable and all associated infrastructure as detailed in this RFP will be in addition to existing connections. System outages will not be permitted; rather, each of the project sites shall remain fully operational throughout the project duration. Only after complete installation and operational testing will ESD undertake the dismantling of the current network environment and cancel circuits providing connectivity.

VENDOR QUALIFICATIONS AND CONTRACTOR REQUIREMENTS:

- It is understood that, except as otherwise specifically stated in this RFP, the Vendor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Licenses necessary for the execution of the work shall be secured and paid for by the Vendor.
- Be a registered service provider with the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), have a Service Provider Identification Number (SPIN) and comply with all USAC and FCC service provider requirements.
- In the event of questions during the E-Rate audit process, the selected bidder is expected to reply within three (3) days to questions associated with that bidder's proposal.
- The vendor will be required to send copies of all forms and invoices to be submitted to SLD to ESD for its records prior to invoicing the SLD.
- Comply with the competitive bidding requirements of the SLD for Universal Service Fund services and support, along with state and local bid laws.
- Be able to provide at least three references from current customers with similar projects, per ATTACHMENT B.
- Have a minimum of five years of experience in the area of expertise of this RFP.
- Have highly qualified network engineers and technicians on staff.
- Provide information regarding availability of (on-site) technical support. Vendors must have a maximum travel time of 2 hours to Edmonds School District and must be available upon request.
- Be certified by the manufacturer to install and support the fiber (and equipment) that the vendor will install.

Note: Failure to comply with any of the above may result in disqualification of the bidder

PROPRIETARY MATERIAL

ESD will attempt to protect legitimate trade secrets of any vendor. Examples of such information would be unpublished descriptions of proprietary aspects of the systems proposed. Any proprietary information contained in the proposal must be designated clearly and should be separately bound and labeled with the words "Proprietary Information." Marking the entire proposal proprietary may result in the rejection of the proposal.

Vendors should be aware that ESD is required by law to make its records available for public inspection, with certain exceptions. It is ESD's belief that this legal obligation would not require the disclosure of proprietary, descriptive literature that contains valuable designs, drawings, or documentation. However, the vendor, by submission of materials marked "Proprietary Information," acknowledges and agrees that ESD will have no obligation or liability to the vendor in the event that either must disclose these materials.

PROPOSAL DISPOSITION

All materials submitted in response to this RFP shall become the property of ESD.

CONTRACTOR RESPONSIBILITY

The selected contractor shall be responsible for:

- Determining the most cost-effective and reliable route for the fiber from termination point A to termination point B. If possible, routes should stay within the public right-of-way. If a longer or more expensive route is chosen for reasons of reliability, the Contractor should document the rationale. The Contractor must describe the route of the fiber, by segment, in detail. Every known impediment to construction or use of the fiber must be clearly documented. In general, fiber must be installed using the most obvious method (aerial, direct buried, underground, etc.). However, if, in the Contractor's judgment, ESD would be better served by using a different method in a specific segment of the route, the Contractor should specify that method and provide a rationale. The Contractor should also take advantage of value engineering opportunities, e.g., "share the trench" or "share the duct" opportunities for part or all of a fiber's route, future risk mitigation to the fiber cable facility, permit or right-of-way issue mitigations, or more efficient approaches to ESD's network design. Any and all engineering fees and make-ready fees must be included in the fixed-price bid.
- While ESD realizes it may be difficult for a prospective Contractor to estimate these cost-effective methods, E-rate filing time constraints do not permit a serial approach (i.e., an initial RFP for route engineering, then a second RFP for installation).
- Final design of pathways and optical fiber routing – while every effort has been made to accurately portray the conditions of each facility, this contract shall be responsible for vetting and verification of all conditions that will impact this project. The right is reserved to make any reasonable changes prior to roughing-in pathways if such is in the best interest of ESD.
- Installation of optical fiber cabling to existing facilities – all facilities so noted in Exhibit A require fiber optic connectivity. Where existing pathway is not useable, this contract shall be responsible for all construction required to place fiber between existing utility right-of-way and the existing point of demarcation within each facility. Such construction shall be permitted and completed in a manner that satisfies the Authority Having Jurisdiction.
- Shared or contiguous properties may allow economies-of-scale as well as potential joint use with existing pathway where inter-governmental agreements are in place facilitating such use.
- Negotiate on behalf of ESD – Contractor shall be responsible for securing all necessary right-of-way and access permits agreements required to complete this project to include space and use agreements with public utilities to secure perpetual and uninterrupted use of necessary poles, crossings, duct and conduit systems, and other such pathway required to place fiber optic cable to each of the facilities referenced in these documents. All such agreements are subject to District approval.

- Facility coordination – Contractor shall be responsible for coordinating access with ESD manager of construction and maintenance services to the project facilities for all construction activities to take place at the project sites. Contractor shall be responsible for the performance and conduct of all sub-contractors and will assume all fiduciary responsibility for the entire project through closeout and completion activities.
- Safety, security and traffic control – Contractor is responsible for providing necessary construction barriers and safety measures to ensure the safety of all project stakeholders including but not limited to contractor staff, District staff, students, vendors, parents and any other individuals and property that is located on or near project sites.
- Restoration of site – Contractor shall restore all landscape, roadways, and hard surfaces with like materials and match the adjacent surface style and texture. Telecommunications rooms and other impacted areas shall be restored in the same manner, so that each of the surfaces shall be as it had been prior to construction activities subject to ESD approval.
- District and public access – every effort shall be made to provide unfettered access for ESD staff and general public to each location identified in this RFP. This includes access to each of the buildings and access to each of the vehicle roadways where trenching and other barriers may occur. Provide cones, caution tape, and other safety barriers as required.
- Construction update meetings – Contractor's Project Manager shall schedule and attend regular coordination and construction meetings with the Owner and Owner's representatives.
- Badging requirements - Each of the contractor's field staff assigned to this project that will be present on any District properties or facilities, during which time as the facility is occupied, shall complete background check information as required by ESD. Each of the contractor's field staff shall be approved and issued a Contractor's Badge by ESD prior to starting any work for ESD. In the event school is in session, check in and check out is required.
- Prevailing wages - The contractor is responsible for paying prevailing wages and doing the proper reporting. See Appendix A.
- Any premium rates associated with off-hours work scheduling
- Meeting project deadlines on time and proper communication with district staff

Section 5: E-RATE REQUIREMENTS

This RFP is issued together with ESD's FCC Form 470, posted in the E-Rate Productivity Center (EPC) administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). Bidders must have a Service Provider Identification Number (SPIN) assigned by USAC and must include it in their proposal. Proposals without a SPIN will be rejected. If awarded, the contractor shall provide ESD, upon request, the information ESD needs to complete its E-Rate forms (for example, SPIN, contract and pricing detail, eligible and ineligible cost allocations, and service dates). The contractor shall not prepare, complete, or file any ESD E-Rate form on ESD's behalf.

Any and all USF E-rate "ineligible" products and/or services must be listed separately in the proposal.

E-RATE PROGRAM REQUIREMENTS FOR ALL BIDDERS

- **Competitive bidding:** This RFP is issued under the FCC's competitive bidding rules (47 C.F.R. § 54.503). ESD will not select a vendor until at least 28 days after its FCC Form

470 was posted, and the price of eligible products and services is the most heavily weighted evaluation factor. All communication about this RFP must go through the RFP Administrator.

- **Gift rules:** Vendors may not offer or provide gifts, meals, or anything of value to District employees, board members, or ESD's E-Rate consultant except as permitted by the FCC's gift rules (47 C.F.R. § 54.503(d)).
- **No inducements:** Vendors may not offer free products or services, rebates, or other inducements tied to the award of this E-Rate contract.
- **Lowest corresponding price:** Vendors must charge ESD no more than the lowest price they charge to similarly situated non-residential customers for similar services (47 C.F.R. § 54.511(b)).
- **Eligible and ineligible costs:** Pricing must separate E-Rate eligible and ineligible costs, as determined by the FCC's Eligible Services List for Funding Year 2027. Vendors are responsible for cost-allocating any ineligible components, including any excess strands installed for the vendor's own use.
- **Leased dark fiber:** E-Rate support for leased dark fiber is available only when the fiber is lit. The dark fiber and the network equipment needed to light it must be in service by the service start date for the funding request.
- **Covered equipment and services:** Vendors must certify that no equipment or services provided under this contract are produced or provided by any company on the FCC's Covered List, and that no E-Rate support will be used for such equipment or services (47 C.F.R. §§ 54.9 and 54.10).
- **Service delivery deadline:** Special construction and installation funded for Funding Year 2027 must be completed by June 30, 2028, unless USAC grants an extension. The vendor must notify ESD promptly of any delay that could require an extension request.
- **Invoicing status:** Vendors must have a current FCC Form 473 (Service Provider Annual Certification) on file, must not be on Red Light status with the FCC, and must file SPI invoices (FCC Form 474) accurately and before USAC's invoice deadline, providing ESD copies on request.
- **Contract execution:** ESD will sign a contract with the selected vendor before it files its FCC Form 471. Vendors must be prepared to sign promptly after award. The contract will include all terms of this RFP, including the voluntary extension options and the future additions terms.
- **Records and audits:** Vendors must retain all records related to this procurement, service delivery, and invoicing for at least ten (10) years after the last date of service and make them available to ESD, USAC, the FCC, and their auditors on request (47 C.F.R. § 54.516).

PRICING AND PAYMENT STRUCTURE

Vendors are required to complete Appendix E as part of their proposal. Vendors are required to break down the purchases by building as outlined in the Bid Pricing Schedule. In addition, Vendors must complete Unit Pricing sheet to provide exact costs for the following changes in fiber contract:

- **Addition/Removal/Relocation of Fiber Link** – ESD may, over the course of time, require adds, moves, and changes of Fiber Links throughout our WAN. This may result in changes to the resulting contract, over the course of the contract term, based on District

requirements. See FUTURE ADDITIONS: NEW SITES AND ADDITIONAL FIBER PULLS below.

- **Suspension of Existing Fiber Link** – ESD may, over the course of time, transition a district facility to dormant status, which would result in not leveraging an existing fiber link for a period of time. ESD requests unit pricing per link per month for the suspended fiber link.

This RFP will automatically become part of any contract awarded to a vendor. Once a contract is awarded, the total dollar amount is the responsibility of ESD. The contract will define the 50% of installation complete amount. ESD anticipates selecting the Service Provider Invoice (SPI) invoicing mode on its FCC Form 471. Under SPI, the vendor bills ESD only for the non-discounted share of eligible costs (plus any ineligible costs) and files FCC Form 474 with USAC for the discounted share. Vendors must indicate support for SPI invoicing in their response. ESD reserves the right to select, or later change to, the Billed Entity ESD Reimbursement (BEAR, FCC Form 472) invoicing mode as permitted by USAC; in that case the vendor will bill ESD for the full cost of eligible services.

30 days after contract signature	30 days after 50% completion	30 days after final acceptance
20% of total contract	40% of total contract	100% of total contract

Note that final acceptance will not occur unless and until all fiber links have been tested and shown to have satisfactory results.

Payment milestones apply only to the amounts ESD pays directly. Under the SPI invoicing mode, these are the non-discounted share of eligible costs and any ineligible costs. The discounted share of eligible costs is paid only by USAC, through FCC Form 474, after the service or construction is delivered and USAC approves the invoice. USAC will not disburse Funding Year 2027 funds before July 1, 2027.

FUTURE ADDITIONS: NEW SITES AND ADDITIONAL FIBER PULLS

ESD expects that, during the initial contract term and any voluntary extensions, it may need fiber connectivity beyond the sites listed in this RFP. So that these additions can be made under the contract awarded from this RFP and remain eligible for E-Rate support, this RFP and ESD's FCC Form 470 expressly seek bids for the following future additions:

- **New sites:** connections to new, replacement, relocated, or reopened District schools, libraries, and eligible non-instructional facilities within ESD's boundaries. This includes Salish Middle School (20000 28th Ave W, Lynnwood, WA 98036), scheduled to open in 2028, and any eligible District site not connected at the time of award.
- **Additional fiber pulls:** new laterals, additional strands, building entrances, re-routes, and diverse or redundant paths to sites already served under the contract.
- **Relocations:** moves or re-terminations of existing fiber links required by District construction, remodeling, or right-of-way changes.
- **Bandwidth changes:** upgrades of leased lit fiber service within the bandwidth range in this RFP (10 Gbps to 25 Gbps), as described in Section 3.

Required unit pricing. Each respondent must provide firm unit pricing on Appendix E for future additions, including at a minimum:

- Special construction per linear foot (or per mile) for aerial, underground (conduit or directional bore), and in-building construction;
- Design, engineering, and project management for an added site or fiber pull (fixed price per site or per route);
- Building entrance, lateral, splicing, termination, and testing per site;
- Monthly recurring charge per added site for leased lit fiber at each bandwidth tier, and for leased dark fiber per strand pair (or per strand-mile), including maintenance;
- Network equipment needed to light leased dark fiber at an added site, if applicable; and
- Relocation or re-termination of an existing fiber link.

Unit prices shall remain firm for the initial term. Pricing for each voluntary extension year must be stated in Appendix E; if none is stated, the initial-term pricing will apply. Unit pricing for future additions will be evaluated as part of the Price factor in Section 6, using the estimated quantities shown in Appendix E. Unit pricing that is unbalanced or materially out of line with the vendor's base pricing may cause a proposal to be found non-responsive.

Adding sites or fiber pulls after award. The following terms apply to every addition:

- Additions will be made only by a written contract amendment or change order signed by an authorized District representative. Each amendment will identify the site or route, the Appendix E unit prices applied, the service start date, and the E-Rate eligible and ineligible amounts. Additions may be priced lower than, but not higher than, the Appendix E unit prices.
- Added services will end when the contract term (including any exercised extension) ends, unless ESD agrees otherwise in writing.
- ESD intends that additions made under this section are within the scope of this competitive procurement and are minor contract modifications consistent with FCC rules. Any addition that is a different type of service, or that is not priced in Appendix E, will be competitively bid with a new FCC Form 470.
- ESD will request E-Rate funding for each addition on an FCC Form 471 for the funding year in which the service will be delivered. E-Rate support for an addition depends on a USAC funding commitment. The vendor shall not begin special construction for an addition, or invoice USAC for it, until ESD issues a written notice to proceed.
- Special construction for an addition must be completed by the service delivery deadline for the funding year in which it is funded. The cost allocation requirements in Section 2 (excess fiber strands) apply to every addition.
- ESD is not obligated to order any minimum quantity of additions.

MAINTENANCE

- A Maintenance and Service contract is required for the on-going maintenance of the installed fiber. The agreement shall outline the expected response time maintenance windows as expected by ESD to address outages resulting from damage(s) to the installed fiber optic cable infrastructure. The following are response time requirements:
- Two-hour response time Monday – Friday between 7:00 am and 5:00 pm – exclusive of District holidays.
- The Service Level Agreement (SLA) shall cover any and all outages resulting from damage to the fiber optic infrastructure, regardless of the cause. Further detail is provided in MAINTENANCE AND SERVICE SCHEDULE below.

DISCREPANCIES AND OMISSIONS

Any potential respondent to this RFP finding discrepancies or omissions in these documents or having any doubts as to the meaning or intent of any part thereof shall submit such questions or concerns to Jill Stone, jstone@aeserate.com, Subject Line: RFP26-03GF.

Addenda issued to this RFP shall be considered a part of this RFP and shall become part of any final Contract that may be derived from this RFP. This RFP and its addenda will be part of any possible future contract with successful vendor(s). All addenda will be posted in EPC with ESD's FCC Form 470. If an addendum materially changes the services requested, ESD will extend the proposal due date, or post a new FCC Form 470, as needed so that vendors have at least 28 days to respond as required by E-Rate rules.

ERRORS/OMISSIONS

- Any Bid may be deemed non-responsive by ESD for the following reasons (but not limited to):
 - Not on the Bid forms provided;
 - contains errors or omissions, erasures, alterations, or additions of any kind;
 - missing addenda or other required bid documents
 - proposes prices which are unsolicited or obviously unbalanced;
 - or not in complete conformance with any and all conditions of the bidding documents.

CONTINGENCIES

Proposers must submit responses by the due date and time. Proposers are reminded to allow sufficient time for response submission. Completion of the RFP Bid Pricing Sheet (Appendix E) and Bid Forms (ATTACHMENT B) and any associated Addenda are a requirement. Failure to do so will disqualify your RFP response submittal.

BID SECURITY

All bids must be accompanied by bid security in the form of a bid bond issued by a surety authorized to conduct such business in Washington State. Security shall be in the amount of five percent (5%) of the total bid price. The bid security shall serve as a guarantee that the bidder will not withdraw the bid for a period of sixty (60) days after bid opening, and if awarded the contract, will execute the contract and furnish all required bonds and insurance within the time frame specified. Proposers shall attach both a copy of the bond document and the Power of Attorney to their online response.

The Attorney-in-Fact who executes any bond on behalf of the surety must attach a notarized copy of his or her Power of Attorney as evidence of authority to bind the surety on the date of bond execution.

RESIDENT/NON-RESIDENT BIDDER

Washington law requires that ESD, in determining the lowest responsive Bidder, to add a percent increase on the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to that Bidder in the state in which that Bidder resides. Therefore, each Bidder must indicate whether it is a resident or non-resident Bidder. A resident Bidder is a Bidder that has paid unemployment taxes or income taxes in the state of Washington during the last twelve (12) months immediately preceding submission of this Bid, has a business address in Washington, and has stated in its Bid that it is a "resident Bidder."

EXPERIENCE AND ABILITY TO PERFORM THE WORK

Upon request, Bidders must present all necessary information indicating that the Bidder has met the standards of responsibility set forth in Chapter 39.10.200 RCW. ESD will make the final determination as to whether or not the Bidder is qualified to perform the work.

The Contractor shall provide a list of three (3) different project references with their Bid submission as per ATTACHMENT B. These references may be contacted regarding the quality of workmanship and service that the Bidder or sub-contractors have provided on projects of comparable size and scope.

BASIS OF AWARD

In accordance with the guidelines of USAC, this contract will be awarded to the most cost-effective provider. Price will be the primary factor, but not the sole factor, in evaluating the bids. As stated in the Vendor Qualifications, other factors of consideration will be prior experience, including past performance; personnel qualifications, technical excellence; and management capability, including schedule compliance. Award will be made to the responsive and responsible bidder offering a proposal that is deemed the most acceptable and advantageous to Edmonds School District.

Any determination of bidder's responsibility or responsiveness is subject to review and determination by ESD's attorney as to legal sufficiency. ESD reserves the right to accept or reject any and all bids in whole or in part and to waive any irregularities in the best interest of the Edmonds School District. Only those bidders that, in the sole opinion of ESD, meet the minimum experience requirements shall be considered to be responsible bidders. Bidders must provide manufacturer installation certification for all equipment and fiber.

In the event all Bids exceed ESD's estimate, ESD reserves the right to negotiate with the selected low Bidder in an effort to meet the project budget.

Section 6: EVALUATION CRITERIA

District shall select the qualified bidder whose proposal is most advantageous to Edmonds School District with price and other factors considered as allowed by E-rate.

District reserves the right to reject any and all proposals for good cause pursuant to E-rate.

In reviewing the responses, ESD shall consider the following factors;

- Bidders Service Provider Identification Number (SPIN) assigned by Schools and Libraries.
- Installation Cost.
- Re-Occurring Maintenance Cost.
- Demonstrated Qualifications.
- Demonstrated Relevant Experience in K-12 Environment.
- Service plan for responses to problems.
- Project or Services performance based on references.
- Manufacturer certifications for install.

The following table will be used to evaluate all proposals:

Factor	Weight
Price – one-time and reoccurring of eligible services	35%
References	20%
Prior Experience	25%
Flexibility of Services and/or Plan	10%
Qualifications and Certifications	10%
Total	100%

No consideration will be given to any claims based on a lack of knowledge of existing conditions.

The Price factor includes each vendor's one-time and recurring pricing for the sites listed in this RFP and its unit pricing for future additions (Appendix E), evaluated using the estimated quantities shown in Appendix E.

Section 7: GENERAL REQUIREMENTS

DURATION OF PROPOSALS

Each bid shall be irrevocable for a period of 60 days from date of bid opening.

An award of a contract to any bidder shall not constitute a rejection of any other bid.

RESERVATIONS:

Edmonds School District expressly reserves the following rights:

- To reject all bids.
- To reject any bid or bids not in compliance with all prescribed public bidding procedures and requirements.
- To reject any bid or bids not meeting the specifications set forth herein.
- To waive any or all irregularities in bids submitted.
- To consider the competency and responsibility of bidders in making any award.
- To award the contract by lot or by individual item as ESD deems appropriate, unless otherwise specified.
- In the event any bidder or bidders to whom a contract is awarded shall default in executing said formal contract or in furnishing a satisfactory performance bond within the time and in the manner hereinbefore specified, to re-award the contract to another bidder or bidders.
- To increase or decrease specified quantities by 20%.
- To make the award based on their best judgment as to which merchandise or services comply with the specifications.

REQUEST FOR CHANGE OR PROTEST OF SOLICITATION SPECIFICATIONS OR CONTRACT PROVISIONS

Time for Submission of Request for Change or Protest. Requests for change or protests of solicitation specifications or contract provisions shall be presented to ESD's Purchasing Department, in writing, within ten (10) calendar days following the mandatory walkthrough.

Such request for change or protest shall include the reasons for the request or protest, and any proposed changes to specifications or provisions. No request for change or protest of the content of solicitation specifications or contractor provisions shall be considered after the deadline established for submitting such request or protest.

Extension of Closing Date. If any request for change or protest is received in accordance with section (1) above, the bid or proposal closing date may be extended if ESD determines an extension is necessary to allow consideration of the request or protest and issuance of any addenda to the solicitation documents.

Identification of Request for Change or Protest. Envelopes containing requests for change or protests of solicitation specifications or contract provisions shall be marked as follows:

- Solicitation Specifications (or Contract Provisions)
- Request for Change (or Protest)
- Solicitation Document (or Other Identification)

PROTEST OF CONTRACTOR SELECTION, CONTRACT

Notice of Award.

ESD's written notice of contract award shall constitute a final decision of ESD to award the contract or proceed with the purchase if no written protest of the contractor selection or contract award is filed with ESD's Purchasing Department within seven (7) calendar days following issuance of the award documents. If a protest of contractor selection or contract award is timely filed by an actual aggrieved bidder or proposer, the award documents shall constitute a final decision of ESD only upon issuance to the protesting bidder or proposer of a written decision denying the protest and affirming the selection or the award. Unsuccessful bidders or proposers will generally not be notified that a contract has been awarded.

Right to Protest.

Any actual bidder or proposer who is adversely affected or aggrieved by ESD's grounds upon which the protest is based may file a written protest. In order to be an adversely affected or aggrieved bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to be eligible for award of the contract as the lowest responsive, responsible bidder or best proposer and must be next in line for award, i.e., the protestor must claim that all lower bidders or better proposers are ineligible for award because their bids or proposals were non-responsive or as a result of ESD committing a material violation of a solicitation provision or of an applicable procurement statute or administrative rule, the protestor was unfairly evaluated and would have, but for such material violation, been the lowest bidder or the highest-ranked proposer. ESD shall not entertain a protest submitted after the time period provided in ESD's solicitation.

Authority to Resolve Protests.

The superintendent or the superintendent's designee shall have the authority to settle or resolve a written protest submitted.

Decision.

After the superintendent or the superintendent's designee issues a response to a written protest, an aggrieved proposer may seek judicial review in the manner provided in Chapter 39.26 RCW.

ACCEPTANCE OF CONDITIONS

Each bidder by the submission of a bid assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby.

INTERPRETATION OF SPECIFICATION

Any interpretation upon the foregoing or annexed specifications, either verbal or written, attempted to be placed thereon by any person other than the purchasing supervisor or his/her designee will not be binding upon ESD.

WARRANTY AND GUARANTEE

Unless otherwise specified herein, all goods, materials and workmanship shall be guaranteed and warranted for a period of twelve months from date of delivery, including parts, labor, transportation, technician mileage, service calls, etc., except for damage caused by misuse, vandalism or acts(s) of God.

FEDERAL EXCISE AND TRANSPORTATION TAX EXEMPTION

Prices quoted should not include Federal Excise or Transportation taxes, as ESD is exempt from such taxes. Federal Excise Tax exemption certificate will be furnished, if required.

NOTIFICATION OF AWARD

Upon award and successful contract negotiation, ESD will enter into a service contract with the successful Proposer(s). District purchase orders are required for all work performed.

SAMPLES

When required, samples must be delivered to the designated location prior to the stated bid opening time, or as noted on the bid. All samples submitted that are not consumed in testing must be picked up within ten (10) days after notification by ESD Purchasing Department or they become the property of ESD.

DEFINITIONS

As used in the Contract Documents, unless the context requires otherwise:

“District,” “School District,” “Edmonds School District,” “ESD,” or “Owner” means Edmonds School District 15.

“Contract” or “Contract Documents” include the Agreement, the bond, the Proposal, the Instructions to Bidders, the General Conditions of the contract and Detailed Specifications, the Addenda, if any, incorporated in the Documents before their execution.

“Contractor” means the person or persons with whom a contract is entered into by ESD for the performance of work or the providing of goods and/or services.

“Person” means a person, partnership, corporation, and other association.

“Responsible Bidder or Proposer” means an individual, firm or corporation who has the capability in all respects to perform fully the contract requirements, the integrity and reliability which will assure good faith performance, and who has not been disqualified under Chapter 39.04 RCW.

“Specifications” means the directions, requirements, explanations, terms and provisions pertaining to the various features of the work, the manner and method of bidding for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

ANNUAL AHERA NOTIFICATION

ESD has developed an Asbestos Management Plan for each school, as required by the Asbestos Hazard Emergency Response Act (AHERA) of 1986. The act requires schools to be inspected to identify any asbestos-containing building materials, and for any such suspected materials to be located, samples (or assumed), and rated according to condition and potential hazard.

Every three years ESD conducts a re-inspection to determine whether the condition of the known or assumed asbestos-containing materials (ACMB) has changed, and to make recommendations on managing or removing the materials. A walk-through inspection is also made every six months.

The following buildings contain no known asbestos-containing materials, therefore no operations and maintenance programs or future inspections are required:

- Edmonds-Woodway High School
- Lynnwood High School
- Meadowdale High School
- Mountlake Terrace High School
- Alderwood Middle School
- Meadowdale Middle School
- Beverly Elementary
- Cedar Way Elementary
- Cedar Valley Elementary
- Chase Lake Elementary
- Hazelwood Elementary
- Lynndale Elementary
- Lynnwood Elementary
- Madrona K8 School
- Maplewood K8 School
- Martha Lake Elementary
- Meadowdale Elementary
- Mountlake Terrace Elementary
- Oak Heights Elementary
- Seaview Elementary
- Spruce Elementary
- Terrace Park Elementary
- Westgate Elementary Schools

It is the intention of ESD to comply with all federal and state regulations controlling asbestos, and to take whatever steps necessary to ensure students and employees a healthy and safe environment in which to learn and work.

Interested persons are welcome to review a copy of the Asbestos Management Plan located in each school and at ESD's Maintenance Office; 20601 52nd Ave W, Lynnwood, WA 98036

All inquiries regarding the plan and/or the asbestos-related issues should be directed to Brett Devries, District Asbestos Program Coordinator, at 425-431-7245.

There is a potential for asbestos work that may coincide with bond-related work and deferred maintenance to include the removal, encapsulation, or enclosure of floor covering, wall and ceiling materials, thermal system/pipe insulation, and other building materials. Details about future asbestos-related work at specific sites are available upon request.

Edmonds School District complies with all federal and state regulations controlling asbestos and takes the necessary steps to ensure students and employees a healthy and safe environment in which to learn and work.

ADDITIONAL REQUIREMENTS

Drop-Shipment will not be accepted by ESD and will be refused unless:

- A. Shipment is prepaid FOB destination.
- B. Shipping label shows vendor to whom District purchase order was issued.
- C. Shipping label clearly shows District purchase order number.

Successful bidders will be required to supply appropriate labels and packing slips to their suppliers if they intend to drop-ship. ESD will not be liable for storage or second delivery charges necessitated by non-compliance with the above items.

Bidders must include catalogue information, specifications, etc., on each item bid unless ESD has specified a brand name and model for reference and the item being bid is that exact brand and model.

Brand names and/or model numbers, where used herein, are for reference purposes only. Products of like quality meeting District specifications will be equally considered. If bidding other than as specified, a product sample is to be provided along with this bid.

Bidders are encouraged to bid various alternates, if such alternates essentially meet specifications. Bidders may describe such alternates on other than the proposal forms provided herein, but are cautioned to make their submittals complete and self-explanatory. ESD is not required to seek details or information not initially included with bid proposals.

All equipment shall be new and of the latest model, unless otherwise specified by ESD, and warranted by the successful bidder(s) for a period of one year from date of delivery to ESD. Warranty is to include all parts, labor, mileage, etc., except for the costs of repairs to equipment damaged by misuse or abuse by ESD. In addition, vendors are required to provide complete manufacturer warranty information on all equipment bid.

All electrical items must have 3-wire grounded power cords unless otherwise specified and must meet State of Washington and appropriate City and County electrical codes. All equipment shall comply with OSHA standards.

All items offered must be labeled in accordance with the chronic hazard labeling standard (ASTM D-4236, and Federal Law PL 100-695) and shall be ACMI certified.

ESD reserves the right to award the contract by lot or individual item, whichever is deemed appropriate.

TERMS AND CONDITIONS APPLICABLE TO AWARD

INDEMNITY/HOLD HARMLESS: To the fullest extent permitted by law, the undersigned contractor agrees to indemnify and hold the Edmonds School District, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the contractor's organization which may arise during the course of this agreement. Also, the Edmonds School District agrees to indemnify and hold the contractor, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to ESD during the course of this agreement.

PAYMENT FOR SERVICES:

Any one-time construction costs incurred as a result of this project will be invoiced and paid against a schedule of values, mutually agreed upon between ESD and the contractor, upon award. All materials furnished must be accepted by ESD before payment will be approved.

For on-going maintenance costs, the contractor must submit an invoice to Edmonds School District, Debbie Erickson, 20420 68th Avenue West, Lynnwood, Washington 98036-7400. All invoices must reference ESD purchase order issued to the contractor. Payments will usually be made within 30 days of completion of service or delivery, or receipt of invoice, whichever is later.

For E-rate eligible services, the contractor must separately invoice ESD for the non-discounted portion of the invoice and submit an E-rate Form 474 (Service Provider Invoice [SPI]) to request payment for eligible services.

If ESD selects the Billed Entity ESD Reimbursement (BEAR, FCC Form 472) invoicing mode for any funding request, the contractor will invoice ESD for the full cost of the eligible services, and ESD will request reimbursement from USAC.

NON-ASSIGNABILITY:

The successful bidder shall not assign any portion of the Contract. The successful bidder may not confer an assignment on any third person by any other means without prior written consent of ESD. This provision shall apply to all transfers by operation of law, and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.

TERMINATION FOR DEFAULT OF CONTRACTOR: Time and the strict and literal performance on the part of the contractor of every term and condition of the contract as specified in the contract documents are of the essence. Upon the willful failure or refusal on the part of the contractor to perform on such term or condition, ESD at its election, without prejudice to any other right or remedy, may cause the same to be performed by others, and any additional cost on account thereof shall be reimbursed forthwith by the contractor.

TERMINATION OF CONTRACT FOR CAUSE: If, the Contractor fails to fulfill in timely and proper manner his obligations under this contract or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, ESD shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to ESD for damages sustained by ESD by virtue of any breach of the contract by the Contractor, and ESD may withhold any payments to the Contractor until such time as the exact amount of damages due ESD from the Contractor is determined. In addition, ESD may terminate this agreement, in whole or in part, for its convenience by giving vendor sixty (60) days written notice of intent to terminate.

DEPARTURES FROM TERMS OF CONTRACT: No direction or approval given by ESD or any representative of ESD which deviates in any respect from the specifications or other contract documents shall be valid or recognized unless and until the same is reduced to writing and issued in the form of a written order over the signature of an authorized representative of ESD so as to become a contract document as herein before defined.

INSPECTION: All articles supplied shall be subject to inspection and rejection by the purchaser or any department official charged with such duty.

CHANGES IN SPECIFICATIONS AND QUANTITIES: ESD reserves the right to make such changes or corrections in specifications or quantities as it may deem necessary or desirable prior to the bid opening. Bidders will be notified of such changes in writing mailed to the address on file in ESD Purchasing Department. ESD will not be responsible for the failure of bidders to receive notice of changes as stated. All proposals, when opened, will be understood to be based on the changed or corrected specifications or quantities and all bidders will be bound thereby. Prices quoted must be firm except as otherwise specified in this bid. Any vendor's bid requiring receipt of initial order in less than sixty (60) days will be unacceptable unless otherwise specified by the Purchaser herein.

DELIVERY AND COMPLETION: Unless otherwise specified herein, goods ordered or services contracted in response to bids must be delivered or completed within 90 days after receipt of order. Vendors not completing contracts within the period specified shall be considered in breach of contract, and ESD shall be entitled to just legal and financial remedies.

PURCHASE ORDER CONTRACTS: Purchase order contracts, when issued, will be subject to all terms and conditions of these specifications and the laws of the State of Washington. Time of delivery is of the essence. No exception to delivery dates shall be allowed without written approval from the Purchasing Department. All goods or materials purchased are subject to the approval of ESD. Any rejections of goods or materials, whether held by ESD or returned will be at the vendor's risk and expense.

All invoices, packing lists, packages, shipping notices, and any other written document affecting the contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the contract, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.

In the event of a breach by the vendor of any of the provisions of the contract including delivery, ESD reserves the right to cancel and terminate the contract forthwith upon giving oral or written notice to the vendor.

Vendor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by ESD or proven defective during the specified warranty period and to be responsible for ALL transportation costs for return thereof to the vendor and when repaired or replaced the return thereof to ESD.

AFFIRMATIVE EMPLOYMENT PRACTICES: Bidders certify conformance to the applicable Federal Acts, Executive Orders and Washington Statutes and Administrative Rules concerning Affirmative Action toward equal employment opportunities. Furthermore, bidders agree to include a similar Affirmative Action Provision in every sub-contract negotiated pursuant to their contracts with ESD.

All information and reports required by Federal or state agencies, having responsibility for enforcement of such laws, shall be supplied to ESD upon request for the purpose of investigation to ascertain compliance with such acts, regulations and orders. In the event of the determination of non-compliance with the Affirmative Action Provision, ESD may cancel, terminate or suspend the contract in whole or in part, and declare the contractor ineligible for further District contracts; or take such other action as it deems appropriate to bring about compliance.

CONTRACTOR QUALIFICATIONS

Submit the following information as part of the response to this RFP:

Company profile: - Describe the Contractor facilities and local office that will support and deliver services on this project. Indicate any out-of-state offices that will be utilized to bring additional resources to support this project. Indicate any Sub-Contractor facilities that you will utilize to support this project.

Personnel: - Identify the project team who will be responsible for participating on this project. Please respond to the following for each of your project personnel, including any subcontractors:

- Project Manager
- Lead Technician
- Installer Technicians
- Title and names of other field staff
- Qualifications - Describe each of their qualifications, industry experience in the contractor field, manufacturer certification for installation, and training
- Background Checks – Provide a Washington State Patrol, or approved equivalent, background check for all project personnel who will be working in district facilities.

Licensing: - Provide any licensing information for; City, State, and Federal that shall have a bearing on this RFP.

Affiliation/Bonds: - List the union affiliation, if any, for each classification of your employees, including:

- Project Manager.

- Lead Technicians.
- Installer Technicians.
- Title and names of other field staff.

DISTRICT INSURANCE REQUIREMENTS

Contractor will be required to submit and maintain, at all times and at its sole expense, the following insurance in connection with its obligations. All such insurance shall be written through insurance carriers acceptable to Edmonds School District, and licensed in the state that these services are to be performed.

- A. Worker's Compensation Insurance with statutory limits and employers liability coverage of not less than \$1,000,000 each for bodily injury, disease, each employee; and disease, policy limit.
- B. Commercial General Liability insurance with limits of at least \$2,000,000 per occurrence and a general aggregate of not less than \$3,000,000. The foregoing insurance shall cover, but not be limited to, the following:
 - 1) Premises and Operations Liability
 - 2) Products/Completed Operations
 - 3) Broad Form Property Damage
 - 4) Broad Form Contractual Liability
 - 5) Personal Injury
 - 6) Independent Contractors Liability
- C. Owned, Hired and Non-Owned Automobile with a combined single limit per occurrence of not less than \$1,000,000
- D. The liability insurance policy or policies required hereunder shall name "Edmonds School District" as "Additional Insured." Each policy shall also be endorsed to provide that a written notice of cancellation, lapse or change or Vendor's insurance will be sent to Owner by Vendor's insurance carrier at least thirty (30) days prior to the effective date of such cancellation, lapse, or change.
 - 1) Vendor agrees to provide replacement cost property insurance to cover all equipment and supplies that it owns and brings onto the property.
 - 2) Certificate should be sent to as well as Certificate Holder should be listed as:
Edmonds School District
Attn: Purchasing
20420 68th Avenue
Lynnwood, Washington 98036-7400

CONTRACTOR CAPABILITIES:

- Describe if your company intends on performing all work, utilizing its own internal resources and personnel, or shall be subcontracting installation requirements. If subcontracting shall be utilized, describe how these resources will be implemented within the project and the types of tasks that these resources shall perform.
- List the professional accreditations or certifications held by key stakeholders responsible for the design and implementation of this project.

APPROACH:

- Describe your organization's approach on how you will successfully provide the requested services described within this RFP based upon the project schedule and milestones.
- Describe your approach for coordination and communication with the building occupants and District's staff during the installation activities.

EXPERIENCE:

- Provide a description of (3) similar projects, successfully completed within the past (5) years.
- Provide documentation denoting the length of time the company has been in business providing similar services.
- Describe the support infrastructure for responding to and resolving connectivity issues with installed cable plant including response time to a reported major outage.
- Describe experience coordinating easements and access to rights-of-way with municipalities and utility districts. Cite specific examples including Puget Sound Energy, Frontier Communications (formerly Verizon), or Snohomish County.

VENDOR RESPONSIBILITIES

It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated herein. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at no cost to ESD. ESD and any Consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work.

The Awarded Bidder shall:

- Meet jointly with representatives of ESD to exchange information and agree on details of equipment arrangements and installation interfaces for the cabling project. For the duration of initial installation, weekly project status meetings will be held at ESD Office, and will require on-site participation by, at minimum, the Project Manager, Vendor Representatives, and related Tech staff.
- Have sufficient resources in order to complete the SOW within the allotted timeframe.
- Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the cabling system installed at ESD.
- Furnish, install, and terminate all fiber strands at each location according to the Specifications.
- Attend the mandatory walk through.
- Install all cables in accordance with the Specifications and/or manufacturer's recommendations and best industry practices.
- Develop and submit for approval a labeling system for the cable installation. At a minimum, the labeling system shall clearly identify all components of the system. Sample labels must be approved by ESD.
- Test (100%) all cables and termination hardware for defects in installation and to verify cable performance under installed conditions. Testing procedures should be included in proposal documentation.

- Supply documentation of testing and footage of each cabling run in proposal documentation.
- Abide by and responsible for compliance with and satisfaction of the Authority Having Jurisdiction (AHJ) in accordance with all local, State and Federal codes and regulations.
- Procure all permits required for the complete installation of specified product at each location so identified in these documents.

MAINTENANCE AND SERVICE SCHEDULE

ESD requires that the entire installed system be covered by a maintenance and service contract that covers all aspects of the installed fiber optic cable plant up to the point of demarcation into each and every District facility. Maintenance shall be included in the schedule of bid pricing below. There shall be two components of the maintenance contract:

A. ROUTINE/PREVENTATIVE MAINTENANCE

This will entail the routine activities necessary to keep the fiber optic plant functional. Included will be:

- Trimming foliage to maintain minimum acceptable clearance between aerial fiber optic cable and all vegetation. This may be contracted to a third party; however, responsibility for this activity to be done shall rest solely with this maintenance contract. All aerial runs installed by this contract are included and shall be inspected not less than quarterly. In the event District personnel discover areas where trimming is necessary, contractor shall be responsible for trimming within 72 hours of written notification by ESD. Acceptable clearance is defined as no vegetation within 24 inches of the installed cable plant.
- Vault and conduit inspection shall be conducted and documented not less than annually to verify proper drainage within the system. In addition, this contract shall be responsible for inspection of vault and conduit system after storms in which the measured rainfall is more than the average as recorded in a 24-hour period. In addition, this contract shall respond to request for inspection on behalf of ESD if such request is made by any city, county, or state official responsible for roads or utility right-of-way.
- Replacement of any initially installed components (for whatever reason so necessary) normally associated with the proper installation of fiber optic cable shall be accomplished as no charge to ESD. This includes but is not limited to:
 - Messenger cable and all pole and building cable attachment hardware to include lashing, splicing, and slack loop management components.
 - Weather heads, fasteners and weatherproofing components
 - Conduits, boxes and ducts
 - Bonding and grounding components
- Requests for coordination or locate(s) shall be responded to within 24 hours
- Requests to relocate installed fiber optic cable shall be addressed by ESD; however, District will rely on this maintenance contract to perform any such activities, (e.g. relocate pole attachment to accommodate other utility or service requests). Reasonable costs associated with such activities are expected to be forwarded to the entity requesting the relocation services.

B. REMEDIAL MAINTENANCE OR EMERGENCY SERVICE.

These services will result from un-planned activities that impact the operation of the installed fiber optic network. Covered are:

- Outages due to breaks in aerial fiber. This covers breakage in any aerial fiber that may occur within the entire fiber network regardless of the cause. District shall require a 2-hour response time to determine the cause of the outage and will then work with the contractor to determine restoration.
- In the event the outage is due to damage of a utility pole, District will require restoration of the affected fiber optic segment (s) within 24 hours of such time as the owning utility replaces the broken pole.
- In the event the outage is due to damage within a span caused by other than pole damage, District will require restoration of the affected segment(s) within 24 hours of such time as the cause of the outage was identified.
- Outages in underground fiber. This covers all outages in the conduit and vault system that may occur within the entire fiber network regardless of the cause. District shall require a 2-hour response time to determine the cause of the outage and will then work with the contractor to determine restoration.
- If the outage is determined to have been caused by excavation, District will require restoration of the affected fiber optic segment(s) within 24 hours of such time as the cause of the outage was identified.
- If the outage requires replacement of a vault, District will require restoration of the affected segment(s) within 24 hours of when the new vault was placed.

CONTRACT TIME

The School District intends to issue a Notice to Proceed on or around **April 1, 2027**, to begin work on-site. The Bidder agrees to complete Work not later than **91** days after the Date of Notice to Proceed, to achieve Substantial Completion of the Work within **76** calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

ESD and Contractor recognize that time is of the essence of this Agreement and that ESD will suffer financial loss and public inconvenience if the Work is not completed within the times specified in this document, plus any extensions thereof. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by ESD if the Work is not completed on time. Accordingly, instead of requiring any such proof, ESD and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay ESD the sum of \$2,500 (\$ amount in numbers) for each Calendar Day that expires after the time specified in the Agreement for Substantial Completion until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by ESD, Contractor shall pay ESD \$2,500 (\$ Amount in numbers) for each Calendar Day that expires after the time specified in the Agreement for completion and readiness for final payment.

SALES AND USE TAXES

Prices quoted in the Proposal shall include all applicable local and state sales taxes, fees, and surcharges, itemized separately on the pricing sheet so they can be included on ESD's FCC Form 471. All other taxes as required by the laws and statutes of the State and its political subdivisions shall be paid by the Contractor.

EXHIBIT A – DISTRICT NETWORK DIAGRAM



