

# **Lebanon School District #9 Technology Wireless and Cabling Upgrade Request for Proposal**

The Lebanon Community School District #9 (henceforth referred to as the “district”) is soliciting competitive sealed proposals for the following:

- **Part 1: Wireless Upgrade** - Design, materials, and installation to upgrade and/or expand the district's existing wireless network infrastructure.
- **Part 2: Cabling Upgrade** - Design, materials and installation of Ethernet cabling to district's wireless access points and security cameras.

We will be accepting bids for one or both parts.

This bidding process falls under the USAC (Universal Service Administrative Company) E-Rate program and is filed under FCC Form 470: **170058172**

Qualifications, procedures, and directions for reviewing the Lebanon Community School District #9 can be found at the following USAC website:

<http://www.universalservice.org/sl/service-providers/default.aspx>.

Direct search of FCC Form 470s:

<http://www.universalservice.org/sl/tools/default.aspx>.

This request and supporting documentation will be posted on the following website. Any changes and/or clarifications to this request will be posted here as well. It is the responsibility of the respondents to periodically check this website for any updates.

<http://tech.lebanon.k12.or.us/home/e-rate-2017-18-wireless-and-cabling-upgrade-rfp>

## Table of Contents

- I. Detailed Specifications ..... 5
  - A. Purpose and Technical Details..... 5
    - Part 1: Wireless Upgrade ..... 6
    - Part 2: Cabling Upgrade..... 9
  - B. Overview of Request and Required Format of Submitted Proposals..... 13
    - Executive Summary ..... 13
    - Company Experience ..... 13
    - Ability to Perform ..... 13
    - Network designs ..... 13
    - Cost Proposals..... 14
  - C. Schedule ..... 16
- II. Proposal Submittal Instructions ..... 17
  - A. Completion of Proposal Submittal Form ..... 17
  - B. Proposal Preparation and Submittal..... 17
  - C. Submittal Deadline ..... 18
  - D. Submittal Contact Information ..... 18
- III. Standard Terms and Conditions ..... 19
  - A. Qualifications to Bid ..... 19
  - B. Specifications/Scope of Work ..... 19
  - C. Inquiries ..... 20
  - D. Submission of Bids..... 20
    - Errors in Bid..... 20
    - Changes & Withdrawals of Bid..... 21
    - Definition of Competitive Sealed Proposals..... 21
  - E. Receipt & Registration of Bids ..... 21
  - F. Selection Criteria..... 21
    - Criteria for Part 1: Wireless Upgrade:..... 21
      - Price (16%)..... 21
      - Quality of Design (15%)..... 22
      - Quality/Reputation/Compatibility/ Features of Product/Services (15%) ..... 22
      - Fringe Benefits of Product/Services (6%)..... 22
      - Quality of Engineering/ Implementation Team (15%)..... 22

- Terms-of-Service (13%)**..... 22
- On-Going Support Costs (15%)** ..... 22
- Post Implementation Support and Training of District/Other Personnel (5%)** ..... 23
- Criteria for Part 2: Cabling Upgrade:** ..... 24
  - Price (17%)**..... 24
  - Quality of Design (16%)**..... 24
  - Quality/Reputation/Compatibility/ Features of Product/Services (16%)** ..... 24
  - Fringe Benefits of Product/Services (7%)**..... 24
  - Quality of Engineering/ Implementation Team (16%)**..... 24
  - Terms-of-Service (14%)**..... 24
  - Post Implementation Warranty/Problem Resolution (14%)** ..... 24
- G. Award of Contract** ..... 25
- H. Terms of Payment and Invoicing** ..... 25
- I. Vendor Performance** ..... 25
- IV. Additional Terms and Conditions** ..... 26
  - A. Collusion**..... 26
  - B. Contract, Performance and Payment Surety Bonds**..... 26
  - C. Insurance and Proof of Coverage** ..... 26
    - Professional Liability Insurance (Errors and Omissions for IT Professionals)**..... 26
    - General Liability Insurance** ..... 26
    - Worker’s Compensation** ..... 27
    - Fire Insurance**..... 27
  - D. Required Certifications/Licenses**..... 27
    - Nondiscrimination** ..... 27
    - Resident Bidder** ..... 27
    - Construction Contractors/ Landscape Contractors Board**..... 28
    - Public Works Bond**..... 28
  - E. Prevailing Wages** ..... 28
    - Prevailing Wages Apply** ..... 28
    - Payment of Prevailing Wages**..... 28
  - F. Equal Employment Compliance Requirement** ..... 28
  - G. List of Subcontractors** ..... 28
  - H. Criminal Background Check, Drug Testing, Tobacco and Alcohol Policies**..... 29
  - I. Hold Harmless** ..... 29
  - J. Antitrust Claims** ..... 29

<b>K. Transfer or Assignment</b> .....	29
<b>L. Warranty</b> .....	30
<b>M. Additional Offered Services</b> .....	30
<b>N. Compliance with Specifications/Terms and Conditions</b> .....	30
<b>O. Reservations</b> .....	30
<b>RFP - Additional Technical Documentation</b> .....	32
<b>RFP - Forms and Other Documentation</b> .....	32

## I. Detailed Specifications

### A. Purpose and Technical Details

The Lebanon Community School District #9 is made up of (8) schools and (2) operations buildings over a 50-mile radius, serving approximately 3,900 students and 500 staff. The following is a list of the buildings and their function:

#### *Schools:*

- Cascades Elementary School (K-5th grade) (E-Rate Eligible)
- Green Acres Elementary School (K-5th grade) (E-Rate Eligible)
- Hamilton Creek Elementary School (K-8th grade) (E-Rate Eligible)
- Lacomb Elementary School (K-8th grade) (E-Rate Eligible)
- Lebanon High School (9th-12th grade) (E-Rate Eligible)
  - LHS Extended Buildings (under LHS E-Rate Eligibility):*
    - Brick House (Special Education - adjacent to High School)
    - Land Lab (Agricultural classroom center for High School – Located on Farm)
- Pioneer Elementary School (K-6th grade) (E-Rate Eligible)
- Seven Oak Middle School (6th-8th grade) (E-Rate Eligible)
- Riverview Elementary School (K-5th grade) (E-Rate Eligible)

#### *Other Buildings:*

- District Office (including Warehouse, Transportation and Facilities Services) (Non-E-Rate Eligible)
- City of Lebanon Justice Center (district off-site connection to service providers) (Non-E-Rate Eligible)

As a separate project, currently under contract, the district will be upgrading its core wired network with:

- Cisco Catalyst Core Layer 3 switches
- Cisco Nexus Top-of-Rack switches
- Cisco Catalyst POE (802.3af/802.3at) Gb access layer switches
- 10 Gb fiber uplinks within buildings
- 10 Gb WAN connections back to the core (except for remote schools/locations – Lacomb (50Mb PtP Wireless), Hamilton Creek (100 Mb Lit Fiber), Land Lab (100 Mb Lit Fiber)).

This RFP and resulting project will upgrade our wireless infrastructure and network cabling to wireless access points and security cameras. This project will consist of two parts:

#### **Part 1: Wireless Upgrade**

#### **Part 2: Cabling Upgrade**

Bids will be accepted on one or both parts.

## Part 1: Wireless Upgrade

### *Objective:*

The district has been actively increasing the number of wireless devices district-wide. In response, we need to increase the capacity, coverage, and reliability of our wireless network to better support this sharp rise of student learning delivered via wireless devices.

### *Current Environment:*

The district currently is running two wireless platforms:

#### Cisco:

Controller: 1 x Cisco 5508 wireless controller  
Access Points: 96 x Cisco 1142 and 10 x 3502i access points  
Locations: All locations except the High School and City Justice Center

#### Ruckus:

Controller: ZoneDirector 3000 wireless controller  
Access Points: 49 x R700 and 1 x R700 spare  
4 x R710 access points and 1 x R710 spare  
Locations: High School (including Brick House and Land Lab)

The district will be upgrading summer, 2017 to Cisco Catalyst Gb POE (802.3af/802.3at) switches. The majority of switches will have 10 Gb uplinks to the network core. Switches will support PCs, wireless access points, security cameras, and IP telephones.

*Proposals will need to address the following:*

- Consolidate on a single system for ease of management and reduce support/maintenance costs. The district's intent is to standardize on our current Ruckus wireless controller and keep the current Ruckus R700/R710 access points at the High School. With that said, the district is willing to consider upgrades and/or alternatives to the current wireless controllers and access points.

*Please note that alternative solutions must:*

- *Either be compatible with the High School's Ruckus R700/710 access points OR proposed bid must include replacing the High School Ruckus access points with an alternative. Bidders must keep in mind, if choosing to replace all High School Ruckus wireless access points, that overall project price is still the highest weighted criteria.*
- *Keep requirement to standardize all district locations on a single platform.*
- Provide an optional redundant wireless controller solution
- Upgrade all wireless access points (older than 802.11ac Wave 1) to the latest wireless standard 802.11ac Wave 2 using Ruckus R710 wireless access point or equivalent.

- Add 802.11ac Wave 2 Ruckus R710 wireless access point or equivalent as wireless design and site surveys determine necessary to meet district requirements.
- Wireless access points and controllers need to minimally support:
  - 2 x 1 GB uplinks back to our core
  - 4x4:4 radio chains:streams and Multi-User MIMO
  - Dynamic power and channel management
  - Band Balancing
  - Concurrent dual-band (5 GHz/2.4 GHz) support
  - WPA-PSK (AES), 802.1X support for RADIUS and AD
  - 802.3af or 802.3at mode of operation
  - 2 or 3 devices per user
  - Provide minimum RSSI of -65 dBm (in both the 2.4 GHz and 5 GHz bands) in all locations where wireless devices will be accessing the wireless network
  - Real-world throughput of 2 Mbps per device in classrooms and office spaces and 500 Kbps in high density locations such as gyms and auditoriums
  - Wall and ceiling mounting hardware
- The wireless network shall be configured to have multiple SSID's on dedicated and dynamically assigned VLAN and VLAN pools as defined by the district technology staff during installation and setup. The existing network will be already configured as desired. Secure enterprise level authentication shall be provided by the controller, AP, radius, LDAP or better solution. District technology staff will be responsible for installing any services needed on district servers, and will be consulted prior to bidder configuring those services.
- Any area where the wireless access points may be exposed to activities where the access point would be damaged (gymnasium, activity rooms) an appropriate bracket will be installed for protection.
- Any area that does have a suitable ceiling for mounting will require a wall mount bracket or other type of mounting option.
- The bidder shall provide all physical installation.
- Bidder is responsible for all project management.
- All work not found in conformance with the intent of the proposal shall be repaired promptly at no additional charge to the district.
- The bidder must provide a written guarantee, at project completion, that the system will operate and perform as outlined in the requirements above when students, staff and families fully utilize the system (i.e. during a school day, student online testing, and special events in the auditorium, gyms, and common areas). This includes minimum RSSI of -65 dBm (in both the 2.4 GHZ and 5 GHZ bands) in all designated spaces and throughput of 2 Mbps per device in classrooms and office spaces and 500 Kbps in high density locations such as gyms and auditoriums. The bidder will be required to provide the appropriate devices at no charge if spaces are found that do not meet the requirements.

- Deliverables at project completion:
  - District must sign-off on all work completed.
  - All design documents produced during project will be updated to reflect final installation.
  - Building diagrams of final wireless AP placement.
  - Written guarantee of system performance along with any associated documents (heat-map, testing results, etc.).
  - Documentation for Record (DOR) of the entire project including RFP, SOW, design documents, Notice to Proceed, weekly meeting agendas, exception authorizations, change orders, deliverable documents, paid invoices and final memorialization documentation shall be delivered to district for closing out the project.



## Part 2: Cabling Upgrade

### *Objective:*

The district's objective is to improve the reliability and speed of student and staff access to online resources via wireless devices and help facilitate a secure student environment.

### *Current environment:*

The district currently is running much of the network cabling to wireless access points and security cameras using patch cables running from existing wall ports.

### *Proposals will need to address the following:*

- Provide two cable runs from closest (or most accessible) network closet to all security cameras in all locations except the City Justice Center. Camera locations will be marked on attached "*Camera\_Locations\_Maps.pdf*"
- Provide two cable runs from closest (or most accessible) network closet to all wireless AP locations in all locations except the City Justice Center. Wireless AP locations will be marked on attached "*WirelessAP\_Locations\_Maps.pdf*"
- Provide two cabling options:
  - Option 1: Category 6 cabling, patch panels, terminations, patch cables
  - Option 2: Category 6a cabling, patch panels, terminations, patch cables
- Install following cabling best practices, latest standards (listed below) for the type of cabling installing (Category 6 or 6a), and manufacturer's instructions (i.e. cabling lengths, proper support, bend radius, keeping wire twist, cable outer jacket not stripped back more than 0.5 inches, avoid EMI interference, tightness of cable ties, Velcro ties and not zip ties, etc.). Bidders must adhere to the following network cabling standards:
  - ANSI/TIA:
    - ANSI/TIA-568.0-D; ANSI/TIA-568.C.2
    - ANSI/TIA-569-D
    - ANSI/TIA-606-B
    - ANSI/TIA-607-B:
  - BICSI - Telecommunications Distribution Methods Manual (Most recent version)
    - BICSI – Installation Transport Systems Information Manual
    - BICSI – Network Design Reference Design Manual
    - BICSI – Outside Plant Design Reference Manual
    - BICSI – Wireless Design Reference Manual
    - BICSI – Electronic Safety and Security Design Reference Manual
  - NFPA-70 - National Electric Code (Most recent version)

- Use “plenum” cable when required by national, state and local building code.
- Use “shielded” cable if running through an area with high EMI exposure.
- Use “outdoor-rated or direct burial” cable in steam tunnels and any location exposed to the outdoor environment.
- Bidder is responsible for inspecting all existing structures, cableways, IDF/MDFs, wiring closets to determine if they are adequate for the purpose. Cableways must be utilized where available.
- If drops penetrate a fire rated wall, then the wall must be restored to rating.
- Cabling shall not be laid on ceiling grid structure, ceiling tiles or supported on any structure not specifically designed for supporting cables. If a cable tray is not present, provide cable supports at intervals of every 4-6 feet. Cable supports shall be “J” hooks or other supporting devices with a minimum 1-inch cable resting surface. Cable support devices shall be independently suspended from or attached to building structure or walls. Cable sag between supports shall not exceed 12 inches. All cables shall be neatly bundled and secured with appropriately rated fasteners.
- Cables shall not be installed within 4-feet of transformers/motors. When running parallel of power conduits or fluorescent light fixtures maintain a 1 foot separation.
- All cable runs will terminate within 15 feet of security camera and AP locations. Cables will terminate in a 2-port (minimum) surface mount box with color-coded modular keystone jacks securely attached to a permanent structure. Use “plenum” rated surface mount box and jacks when required.
- All cable runs will leave a 10 foot service loop above the wiring closet and 15 foot service loop at the device surface mount jack termination. Exceptions to this will be when cable run (including patch cable) length would be greater than Ethernet cabling TIA/EIA-568-C standards allow. In these cases services loops can be adjusted as needed to fit within distance limitations.
- Use appropriate length, high-quality, and 100% factory manufactured patch cables to terminate from surface mount jack to security camera or wireless access point. Patch cables over 25 feet is prohibited.
- Use appropriate length, high-quality, and 100% factory manufactured patch cables to terminate from patch panel to switch. Patch cables over 7 feet is prohibited.
- Use keystone modular stainless steel patch panels and color-coded keystone jacks.

- Patch cable and jack colors: Green for wireless access points; White for security cameras.
- Provide suitable wiring raceways and moldings to achieve a finished installation appearance for both cable runs and patch cabling to devices.
- All parts used must be from a reputable manufacturer and be standardized across the project.
- Each node must be properly terminated, tested and verified with appropriate documentation. All cabling will be properly tested following ANSI/TIA-568-C.2 and ANSI/TIA-1152 guidelines and the district given a copy of the test reports.
- Labeling:
  - All labels will follow district's standard for labeling: NetworkClosetFrame-PatchPanel-Port# (Example: F1-P2-12).
  - Cables outer jacket will be clearly labeled on either end with an indelible ink fixed label or pen. Labeling will be located within 12 inches of termination.
  - Surface mount jacks will be labeled using indelible ink machine labels (no hand-written labels).
  - Patch panels will have clear labeling indicating patch panel # and port #.
- Work will need to be coordinated around school/class schedules.
- The bidder, including all subcontractors, must leave the premises clean and neat including having all ceiling tiles in place after the completion of the job.
- Bidder must supply all supervision, tools, equipment, hardware, material, transportation, and construction, and all other related services unless specific provisioning by the district has been denoted.
- Bidder will be responsible for any additional or replacement cabling.
- Bidder is responsible for providing all necessary working/building permits required under this contract, which includes, local, state, or federal permits, as needed.

- Deliverables at project completion:
  - District must sign-off on all work completed.
  - All design documents produced during project will be updated to reflect final installation.
  - Building diagrams of final network cabling pathways and port labels. Must also indicate the type of cable used (Category, UTP/STP, Plenum/Non-Plenum, or Outdoor Rated).
  - Cable testing certification reports.
  - Documentation for Record (DOR) of the entire project including RFP, SOW, design documents, Notice to Proceed, weekly meeting agendas, exception authorizations, change orders, deliverable documents, paid invoices and final memorialization documentation shall be delivered to district for closing out the project.

## B. Overview of Request and Required Format of Submitted Proposals

Eligible proposals will include the following elements:

### ■ Executive Summary

This section shall provide a summary of the bidder's proposal to provide the equipment and services detailed in the specifications.

### ■ Company Experience

This section shall provide detailed project profiles describing the bidder's experience in designing and implementing projects of similar size and scope. Project descriptions should include information regarding the project size/scope, design process, implementation details, performance metrics for completed solution, and client reference(s). Bidders will also include staffing information for each project detailing design and implementation staff and their certifications/registrations. References and contact information must be listed on the "*RFP Submittal Form*".

### ■ Ability to Perform

This section shall provide:

- A detailed Statement of Work/Deployment plan for the configuration and deployment of any equipment and/or service. This will include a suggested timeline for *pre-engineering, configuration, implementation, testing, and training* stages of this project.

*Note: A final timeline with clearly defined deadlines for the pre-engineering, configuration, implementation, testing, and training stages, along with penalties for failing to meet these deadlines, will be negotiated in the final signed contract with the winning bidder.*

- Resumes of staff who bidder will be assigning to this project for pre-engineering, configuration, deployment, and post-project support services. Resumes will include name, title/role, project experience, certifications/registrations, current project assignment(s), and lists of other known projects that staffer will be supporting during this project for the district.

### ■ Network designs

#### Part 1: Wireless Upgrade -

This shall include a proposed wireless design including:

- Wireless LAN Controller(s) – *If design requires replacing current controller(s)*
  - *Provide optional redundant controller solution*
- Maps detailing wireless AP placement at all district locations as determined by a site survey at each location (including High School, but excluding the City Justice Center)
- Design must address how it will fit into the district's network (vlan configuration, SSIDs, security, authentication methods)
- Plan detailing how bidder will document final implementation

*Please see section “(A) Purpose and Technical Details” above for further detailed requirements.*

## **Part 2: Cabling Upgrade –**

This shall include a proposed wiring design including:

- Maps of proposed cabling to wireless APs and security cameras at all district locations (excluding the City Justice Center)
- Plan for terminating, testing and verifying all cable drops
- Cable, patch panels, network jacks, surface mount, etc. brands to be used
- Cable types using for drops: UTP/STP, Plenum/Non-Plenum, Outdoor Rated
- Plan for labeling cable runs
- Provide two cabling options:
  - Option 1: Category 6 Ethernet
  - Option 2: Category 6a Ethernet
- Plan detailing how bidder will document final implementation

*Please see section “(A.) Purpose and Technical Details” above for further detailed requirements.*

## **■ Cost Proposals**

Bids need to separate costs according to school/location, with core equipment/services that service all locations as a separate item. Costs should be further broken down by “E-Rate eligible” versus Non-E-Rate eligible”.

Include the following costs in the submitted bid:

- *Itemized Equipment Costs*
  - All parts including wireless access points and mounting brackets, patch cables, wireless controllers, patch panels, network jacks, Ethernet cable, surface mount boxes and raceways, hanging/support brackets, etc.
  - For **Part 1: Wireless Upgrade** - Provide option
    - Option : Redundant wireless controller and licenses
  - For **Part 2: Cabling Upgrade** - Provide two options:
    - Option 1: Category 6 Ethernet parts cost
    - Option 2: Category 6a Ethernet parts cost
- *Itemized Implementation Costs*
  - Engineering
  - Project management
  - Installation
  - Configuration
  - Testing
  - Training

- *Itemized Support Costs*
  - Bundled Warranty on parts, labor and hardware (3 Years - \$0 line item)
  - Support Contracts (1 – 5 years: For Part 1: Wireless Upgrade only)
  - Provide an estimate of yearly support costs for 5 years (this can include quoted support contract time period. For Part 1: Wireless Upgrade only)

## C. Schedule

- *Filing of Form 470 and Wireless and Cabling Upgrade RFP*
  - February 3, 2017
  
- *Mandatory Walk-Throughs*
  - Depending on which part bidding, vendors are required to schedule and perform a mandatory:
    - Part 1: Wireless Upgrade** - Bidders must perform a wireless site survey of all locations (except City Justice Center)
  
    - AND
  
    - Part 2: Cabling Upgrade** – Bidders must do a pre-bid walkthrough tour of all locations (except City Justice Center)
  
  - Site Survey and Pre-bid walkthrough tours to be conducted between February 3<sup>rd</sup> and March 17<sup>th</sup>, 2017; 7:00 AM to 3:30 PM; Monday-Friday Only. Vendors must schedule through Peter Klingler, [peter.klingler@lebanon.k12.or.us](mailto:peter.klingler@lebanon.k12.or.us) , 541-259-8934.

**IMPORTANT NOTICE: Mandatory Wireless Site Survey & Pre-bid Walkthrough Tours: February 3 - March 17, 2017; 7:00 AM to 3:30 PM; Monday-Friday Only. Participation in a wireless site survey/pre-bid walk through tour is required in order to be eligible to submit a proposal to this RFP.**

- *Close of Bidding Window*
  - Monday, March 20, 2017 at 1:00 PM (PST)
  
- *Award of Contract / Signing of Final Contract*
  - Within 60 days of the close of bidding window
  
- *Filing of Form 471*
  - Estimated April 2017
  
- *Implementation of Network Upgrades based off of signed contract timeline*
  - Estimated desired completion of purchasing, implementation, testing, and training stages is October 2017 - September, 2018.
  - A final timeline with clearly defined deadlines for the pre-engineering, configuration, implementation, testing, and training stages, along with penalties for failing to meet these deadlines, will be negotiated in the final signed contract with the winning bidder.



## II. Proposal Submittal Instructions

### A. Completion of Proposal Submittal Form

For each item listed on the additional “RFP Submittal Form” complete with the requested information.

### B. Proposal Preparation and Submittal

All proposals shall be:

- Typewritten or legibly printed in ink and signed by an authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. ALL SIGNATURE SPACES MUST BE SIGNED. Facsimile, printed, copied or typewritten signatures are not acceptable.
  
- Submitted in a sealed envelope, which is plainly marked with the
  - District Name: Lebanon Community School District #9
  - Proposal Name: Wireless and Cabling Upgrade
  - Proposal Part: Part 1: Wiring Upgrade and/or Part 2: Cabling Upgrade
  - Form 470 Number: 170058172
  - Date and Time of Proposal Opening: 1PM (PST), Monday, March 20<sup>th</sup>, 2017
- Follow the format described in Part I Section B “Overview of Request and Required Format of Submitted Bids”.
  
- Bidders shall provide two (2) copy(s) of submitted proposal proposals containing all pertinent documentation.
  
- Mailed or delivered in sufficient time to ensure receipt by the Business Department prior to the proposal opening date and time. Whether sent by mail or by means of personal delivery, the bidder assumes the risk for having the proposal deposited on time and at the place specified on the first page of this RFP. Late proposals will be returned unopened to the bidder.
  
- Proposals submitted by facsimile or email transmission will not be accepted.
  
- Considered an irrevocable offer for a period of sixty (60) days from the date of proposal opening.

Bidders are encouraged to review carefully all provisions and additions of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

The district assumes no responsibility or obligation to respondents and will make no payment for any costs associated with the preparation or submission of the proposal.

**C. Submittal Deadline**

Quotes must be received at the address below prior to 1:00 PM Pacific Time, Monday, March 20<sup>th</sup>, 2017. Julie Hansen, is the designated district official for receipt of these quotes. All quotes must be received by the Business Department of the Lebanon Community School District #9 at the address below no later than the date and time specified. Late quotes will be rejected. The district WILL NOT be responsible for quotes delivered to any location other than the Business Department. If quotes are mailed or delivered to a location other than the Business Department, but are not received by the Business Department by the time and date of bid closing noted above, they will be rejected.

**D. Submittal Contact Information**

Lebanon Community School District #9  
Business Department  
Attention: Julie Hansen  
485 S. 5th St.  
Lebanon, OR 97355

### III. Standard Terms and Conditions

#### A. Qualifications to Bid

The district reserves the right to disqualify bidders failing to meet the following qualifications. Furthermore, the district reserves the right to reject all bids, any bid not in compliance with all prescribed public procedures and requirements and to waive informalities in this bid.

- Bidders must provide a Service Provider Identification Number (SPIN) and meet all other qualifications for “Service Providers” as defined by USAC (<http://www.usac.org/sl/service-providers/default.aspx>)
- Bidders shall refer to the provisions of the Oregon Statutes, Chapter 279. Specifically bidders shall agree to abide by the requirements of ORS 279C.800 – 279C.870 and the Districts local Public Contract Rules. The bid must indicate if bidder is a resident bidder as defined in ORS 279C.375 and if the contractor and subcontractors are licensed under ORS 701.005 – 701.055.
- Bidders must be bonded and insured
- Bidders must submit bids in a timely manner
- Bidders must have documented and/or referenced proof of previously performing similar sized projects
- Bidders must be timely in responding to district requests for information
- Bidders geographic proximity must be reasonably feasible to provide timely implementation and post-project support

#### B. Specifications/Scope of Work

Specifications/Scope of Work for items/services to be purchased is detailed in Part 1, Section A “Purpose and Detailed Specifications”.

When reference is made in the specifications to manufacturer or brand name, such references are made solely to designate minimum acceptable levels of quality and do not indicate a preference.

In the event a bidder is proposing another manufacturer and/or model number other than stated in the specification, the bidder must provide complete technical information, specifications, manufacturer's name, model number and a complete list of deviations from stated specifications. The burden of proof for documenting equality rests with the bidder. All determinations of the acceptability of an equal or alternate material or equipment shall rest with the district staff and their decision shall be final.

Proposals on equipment must be on standard, new equipment purchased from the manufacturer, of the latest model and in current production, unless otherwise specified. Used, reconditioned or refurbished equipment is not acceptable unless otherwise specified.

In the event items requested are discontinued by the manufacturer, bidder shall substitute an equivalent replacement item from the same manufacturer at equal or lower pricing. Bidder shall advise of any anticipated discontinuations. Proposed replacement equipment must be submitted for review and approval prior to completion of any substitution.

Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the district.

### C. Inquiries

All inquiries regarding submission & technical specifications in this bid should be directed to:

**Peter Klingler - Network/Systems Engineer**

**E-mail: [peter.klingler@lebanon.k12.or.us](mailto:peter.klingler@lebanon.k12.or.us)**

**Phone: 541-259-8934**

**Fax: 541-259-3849**

Discussions may be held with bidders submitting bids acceptable or potentially acceptable. The purposes of the discussions are:

1. Promote understanding of the district's requirements and the bidder's proposals; and
2. Facilitate arriving at a contract most advantageous to the district taking into consideration price and other evaluation factors set forth in the Request for Proposal (RFP).

Answers to questions and clarification of documents will be posted on the district's website:

<http://tech.lebanon.k12.or.us/home/e-rate-2017-18-wireless-and-cabling-upgrade-rfp>

*Note: Any addenda issued during the time of the RFP shall be covered in submitted proposals, and in closing the contract shall become a part thereof.*

### D. Submission of Bids

*Note: Instructions for submitting proposals are posted in Part II "Proposal Submittal Instructions"*

Oregon State statutes require that the district go through a prescribed bidding process. A bid is allowed under O.A.R. for certain goods or services. This bid allows bidders the opportunity to submit to the district the bid or bids that they feel will best serve the interests of the district.

#### **Errors in Bid**

The district takes the bidding process seriously, and it is its intent to solicit bids that are accurate and that each bidder intends and is able to honor. Bidders are expected to submit bids that are accurate, complete and contain all terms and conditions that they feel are necessary. It is the bidder's responsibility to fully inform themselves of the conditions, requirements, and specifications before submitting bids.

### **Changes & Withdrawals of Bid**

If after submitting a bid, the bidder finds changes are necessary, the bidder may change or withdraw their bid ANY TIME UP TO the time of the bid closing time. However, after the closing time, the bid MAY NOT be changed or altered in any way.

The signed bid shall be considered an offer on the part of the bidder, and shall be deemed accepted upon approval by the district. In case of a default and/or failure to perform on the part of the bidder after such acceptance, the district may take such action as it deems appropriate, including legal action for damages or lack of required performance.

### **Definition of Competitive Sealed Proposals**

Competitive sealed proposals are being solicited in response to this RFP. The competitive sealed proposal process differs from competitive sealed bidding in two important ways:

1. It permits discussions with competing offerors and changes in their proposal including price; and
2. It allows comparative judgmental evaluations to be made on various criteria (in addition to cost) for award of the contract.

### **E. Receipt & Registration of Bids**

Bids and modifications shall be time-stamped upon receipt. Proposals shall not be opened publicly but shall be opened in the presence of two or more district personnel. Proposals and modifications shall be shown only to personnel having a legitimate interest. Only after award of the contract shall proposals be open to public inspection.

### **F. Selection Criteria**

The primary objective of the district is to select a qualified firm to provide necessary equipment and services at a fair and reasonable cost. The district has established the following criteria for the selection process (which is further detailed in the “*Scoring Criteria*” document): **Part 1: Wireless Upgrade** and **Part 2: Cabling Upgrade** of this RFP will be graded and awarded separately.

#### **Criteria for Part 1: Wireless Upgrade:**

##### **Price (16%)**

- As required by USAC, this will be the highest weighted criteria  
*For a fair cost comparison when scoring total bid prices, all bids with multi-year support contracts will have their total price reduced to reflect one year support cost.*

### **Quality of Design (15%)**

- Meets and/or exceeds the stated requirements listed in the RFP
- Design conforms to reasonable wireless design best practices in a K-12 educational environment
- Design reflects a good understanding of district's environment and needs
- Design accounts for reasonable future growth
- Provides, where most critical, reasonable resiliency compared to cost

### **Quality/Reputation/Compatibility/ Features of Product/Services (15%)**

- Feedback from product reviews and evaluations
- Products' performance and reliability can be verified by references from environments similar to the district
- Product will be compatible with the design of the district's network and the equipment attached to its network
- Product provides multiple useful features to meet current and future network needs

### **Fringe Benefits of Product/Services (6%)**

- Product includes additional useful product features (examples: Application level visibility and control, built-in heat mapping.)
- Bidder provides useful additional included add-on services

### **Quality of Engineering/ Implementation Team (15%)**

- Is sized appropriately to engineer and implement in a timely manner
- Is reasonable to schedule
- Quality of work
- Implementation timeframes
- Expertise and experience in design and implementation
- References

### **Terms-of-Service (13%)**

- Flexibility of contract terms to adjust for district budget and/or E-Rate funding changes
- Flexibility of contract terms to adjust for changes in the needs of district network
- Flexibility of contract terms to adjust for changes in product bid

### **On-Going Support Costs (15%)**

- Cost of future year Warranty/Support costs (including firmware/software upgrades)
- Product provides reasonable flexibility on how and what products will need extended support

**Post Implementation Support  
and Training of District/Other Personnel (5%)**

- Training is offered to Lebanon Community School District #9 and other support personnel (ex: Linn-Benton-Lincoln Education Service District Technology Personnel)
- On-going support options are included and/or available

## **Criteria for Part 2: Cabling Upgrade:**

### **Price (17%)**

- As required by USAC, this will be the highest weighted criteria

### **Quality of Design (16%)**

- Meets and/or exceeds the stated requirements listed in the RFP
- Design conforms to standards and data cabling best practices outlined in the RFP

### **Quality/Reputation/Compatibility/ Features of Product/Services (16%)**

- Products used are from a reputable manufacturer
- Products are standardized across project
- Feedback from product reviews and evaluations
- Products' performance and reliability can be verified by references from environments similar to the district

### **Fringe Benefits of Product/Services (7%)**

- Bidder provides useful additional included add-on services

### **Quality of Engineering/ Implementation Team (16%)**

- Is sized appropriately to engineer and implement in a timely manner
- Is reasonable to schedule
- Quality of work
- Implementation timeframes
- Expertise and experience in design and implementation
- References

### **Terms-of-Service (14%)**

- Flexibility of contract terms to adjust for district budget and/or E-Rate funding changes
- Flexibility of contract terms to adjust for changes in the needs of district network
- Flexibility of contract terms to adjust for changes in product bid

### **Post Implementation Warranty/Problem Resolution (14%)**

- Plan for how post implementation issues are resolved
- Warranty on work and products used



## G. Award of Contract

Separate contracts will be awarded for the two parts of the RFP (**Part 1: Wireless Upgrade** and **Part 2: Cabling Upgrade**). If a single bidder is awarded contracts for both parts of the RFP, the bidder or the district may, at their discretion, combine both parts into a single contract. The contract(s), if awarded, will be awarded to the bidder who has met all the qualifications listed in this RFP and has achieved the highest ranked score using the specified "Scoring Criteria" also listed in this RFP. If a bidder is unable to execute a contract and provide delivery within the time parameters specified in this RFP, the district will award the contract to the next most qualified bidder. Any contract resulting from the acceptance of a proposal shall contain, at a minimum, all applicable provisions of this RFP.

In the case of a tie score between two or more bidders, the district selection committee shall conduct interviews with applicable companies. The interview will seek clarification around areas listed in the scoring criteria. The committee will then make a final selection.

At its option, the district may take either of the following actions in order to form a contract between the district and the selected bidder:

1. Accept a proposal by issuing a written "Notice of Award" to the selected bidder, which incorporates the proposal documents by reference and accepts all or selected portions of the bidder's proposal. This "Notice of Award" will represent a contractual obligation, and will be executed by both the district and the selected bidder.
2. Enter into negotiations in an effort to reach a mutually satisfactory contract which represents a contractual obligation and will be executed by both the district and the selected bidder. This contract will be based on proposal documents, the submitted proposal and the associated negotiations.

The district recognizes that based on the final design of **Part 1: Wireless Upgrade**, the requirements will likely change for **Part 2: Cabling Upgrade**. Therefore, reasonable time and accommodations will be provided to make changes as required to match **Part 1: Wireless Upgrade** design prior to signing a final contract with the selected bidder of **Part 2: Cabling Upgrade**.

## H. Terms of Payment and Invoicing

Terms of payment and invoicing requirements will be included in the final contract.

## I. Vendor Performance

The successful offeror(s) will be evaluated by the district over the duration of the contract period. Performance will be documented. Poor performance may result in the vendor being disqualified on future proposals.

## **IV. Additional Terms and Conditions**

### **A. Collusion**

A bidder submitting a proposal hereby certifies that no officer, agent or employee of the district has a pecuniary interest in this proposal; that the proposal is made in good faith without fraud, collusion or connection of any kind with any other bidder and that the bidder is competing solely in its own behalf without connection with, obligation to any undisclosed person or firm. No employee or elected official of the district may own more than 5% of a business that is submitting a bid on any awards with the district unless it is fully disclosed in the bid documents.

### **B. Contract, Performance and Payment Surety Bonds**

After receipt of "Notice of Bid Award", the bidder to whom the Contract is awarded, shall execute a formal, written contract and shall furnish a Corporate Performance Surety Bond and a Corporate Payment Surety Bond in form and with surety satisfaction to the district in an amount equal to the full contract sum for the faithful performance and payment of said contract and all provisions thereof; provided, that the formation of said contract shall not be complete and the district shall not be liable thereon until said formal written contract has been executed both by the successful bidder and by the district and said Performance Bond and Payment Bond, properly executed, have been delivered to and accepted by the district.

### **C. Insurance and Proof of Coverage**

The Contractor will name the "Lebanon Community School District #9" as additional insured and include wording for "waiver of subrogation" and "primary non-contributory insurance". Work shall not commence until the Contractor has met all insurance requirements and certificates thereof have been filed with the Business Department.

#### **Professional Liability Insurance (Errors and Omissions for IT Professionals)**

The Contractor must hold \$2,000,000 aggregate limit (\$1,000,000 per occurrence) for Professional Liability (*Errors and Omissions for IT Professionals*) insurance which responds to losses of an economic nature (not bodily injury or property damage) caused through negligence in performing or failing to perform professional services.

#### **General Liability Insurance**

At all times during the performance of the work the Contractor, at the Contractor's expense and risk, shall carry General Liability insurance including completed operations, covering all operations of the Contractor and subcontractors in connection with the work, including motor-vehicle operation, in form and in a company or companies approved by the district and with limits of coverage not less than those hereinafter set forth, and no work shall be performed until a certificate evidencing such insurance has been delivered to and approved by the district. Said insurance shall be non-cancelable except upon THIRTY (30) DAYS advance written notice to the district and shall name the district as an additional insured and as a loss

payee as its interest may appear. The policy limits for damages for bodily injury, including death, and for property damage shall be not less than the following:

1. \$2,000,000 aggregate limit (\$1,000,000 per occurrence) for Bodily Injuries, including damages for care and loss of services, arising out of bodily injury or death.
2. \$2,000,000 aggregate limit (\$1,000,000 per occurrence) for damages as a result of Personal Injury to include false arrest, false imprisonment, wrongful entry, wrongful eviction, wrong detention or malicious prosecution, libel or slander, assault and battery committed for the purpose of preventing or eliminating danger to person or property, and allegations of sexual or physical abuse.
3. \$2,000,000 aggregate limit (\$1,000,000 per occurrence) for Property Damage, including damages for loss of use, arising out of injury to or destruction of property in any one occurrence. Said coverage shall cover motor vehicles operation as well as all operations of the contractor and subcontractors in connection with any work on our premises.

### **Worker's Compensation**

Bidders shall also deliver to the district a certificate evidencing sufficient Oregon Workers' Compensation coverage, as required by law, protecting the district from any claims arising, as a result of work performed on our behalf, by Contractor's or Subcontractor's employees.

### **Fire Insurance**

The Contractor will provide primary fire coverage and/or assume responsibility as primary self-insured against loss of all tools, materials, and equipment, whether owned, leased, or rented, stored on or off the premises, used in performance of this construction project. The Contractor and subcontractors shall arrange their insurance so that the district will not be charged with any part of the cost of any insurance.

## **D. Required Certifications/Licenses**

### **Nondiscrimination**

Each Bidder must certify that the Bidder has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.

### **Resident Bidder**

Each Bidder must identify whether the Bidder is a resident Bidder, as defined in ORS 279A.110 (4), ORS 279C.375.

**Construction Contractors/  
Landscape Contractors Board**

The district will not receive or consider bids unless the Bidder is licensed with the Construction Contractors Board or the State Landscape Contractors Board, as applicable. Only "General

Contractor - All Structures" or "Specialty Contractor - All Structures" classifications are allowed on district public works projects.

**Public Works Bond**

For projects exceeding \$100,000 the following applies: The contractor and every subcontractor must have a Public Works Bond pursuant to ORS 279C.936 filed with the Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836(7) or(8).

**E. Prevailing Wages**

If the final project cost including all change orders exceeds \$50,000, than the following applies:

**Prevailing Wages Apply**

ORS 279C.800 through ORS 279C.870 applies to this Project. Workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.830. The prevailing wage rates are set forth in the State of Oregon Bureau of Labor and Industries ("BOLI") publication entitled Prevailing Wage Rates for Public Works Projects in Oregon, July 1, 2013 and any subsequent amendments is incorporated by reference herein. THE LATEST VERSION IS PUBLISHED ON BOLI WEBSITE [www.boli.state.or.us](http://www.boli.state.or.us).

**Payment of Prevailing Wages**

No bid will be received or considered by the district unless the bid contains a statement by the bidder that "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 or 40 U.S.C. 27a." See "Prevailing Wages Apply" above for instructions for obtaining prevailing wage requirements.

**F. Equal Employment Compliance Requirement**

By submitting this bid, the bidder certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports that are required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the district upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders.

**G. List of Subcontractors**

The awarded contractor will submit a list of all subcontractors, including Builders' Board registration number, proof of a filed Public Works Bond and insurance information, proposed to be used on this project. No additional subcontractor may be added to this list after the submission without the written approval of the district. It shall be the responsibility of the

Lebanon Community School District #9, Technology Wireless and Cabling Upgrade Request For Proposal  
General Contractor to assure that all subcontractors are duly registered and have filed a Public Works Bond with the Oregon State Builder's Board and carry adequate liability and Oregon Worker's Compensation, as required.

#### **H. Criminal Background Check, Drug Testing, Tobacco and Alcohol Policies**

The district is committed to maintaining a drug-free workplace and strictly complies with the Drug Free Work Place Act of 1988 and the Drug-Free Schools and Communities Act amendments of 1989. No alcohol, drugs, firearms or weapons are allowed on any district property. In accordance with district policy, smoking and the use of all tobacco products are prohibited on all district property. In order to comply with ORS 279C.505 (2) and to enable the district to determine that a bidder will comply with the district's above noted policies, bidders shall submit, with their quote submission a copy of their Employee Criminal Background Check, Drug/Alcohol Testing Process/Policy. Per ORS 279C.505 (2) documentation of a drug testing program or proof of no employees must be submitted to the district with your proposal/quote.

#### **I. Hold Harmless**

The Contractor shall hold harmless, indemnify, and defend the district, its officers, agents, and employees for all claims, suits or actions of any nature arising out of any act, error, or omission of the Contractor, its officers, subcontractor, agents or employees whether actual or alleged, and resulting in bodily injury, property damage, or personal injury, during or resulting from the work described under this contract except liability arising out of the sole negligence of the district.

#### **J. Antitrust Claims**

The vendor hereby assigns to the Lebanon Community School District #9 fully, finally, and in their entirety, any and all federal and/or state antitrust claims that the vendor now has or may hereafter acquire as a result of or in connection with any and all goods and services in the contract. Further, the vendor shall cause similar wording in favor of the district to be made a part of any and all contracts entered into with subcontractors or suppliers as a result of the primary contract. Claims shall include price-fixing, monopolization, and any other violation of state or federal antitrust law.

#### **K. Transfer or Assignment**

Neither this contract nor any interest therein shall be transferred to any other party or parties, and in case of such transfer, the district may refuse to carry out this contract, either with the transferor or the transferee. All rights of action for any breach of this contract by a successful bidder are reserved to the district. No officer of said district, nor any person employed in its service, is, or shall be, permitted any share or part of this contract or any benefit, which may arise from this point on. The successful bidder further agrees to make payment promptly as due, to all persons supplying labor or material for the implementation of the work provided for herein. The successful bidder shall not permit any lien or claim to be filed or prosecuted against the district for or on account of any labor or material furnished aforesaid.

#### **L. Warranty**

The offeror shall guarantee the products to be free of defects of material and/or workmanship for a period of at least one (1) year from the date of delivery. Any additional warranty offered by the bidder should be so stipulated in the proposal documents. If, during the warranty period, such faults develop, the successful offeror agrees to replace the unit or part affected without cost to the district.

#### **M. Additional Offered Services**

In the event the bidder wishes to provide additional services above and beyond the stated requirements of this proposal at “no cost” to the district; these services should be identified and included in the proposal response.

#### **N. Compliance with Specifications/Terms and Conditions**

The RFP (I. Detailed Specifications, II. Proposal Submittal Instructions, III. Standard Terms and Conditions, IV. Additional Terms and Conditions), Attachments/Additional Documentation/Forms, responses to vendors, addenda, and/or any other pertinent documents form a part of the bidder’s proposal and by reference are made a part thereof.

#### **O. Reservations**

The Lebanon Community School District #9 herein expressly reserves the following rights:

1. To reject any or all quotes as permitted by Oregon Statute or Administrative Rule.
2. To consider the competency and responsibility of prospective bidders and of their proposed subcontractors in making the award.
3. To award a contract for any one of the items described under the general specifications or upon any number of the items described therein or upon all of the items described therein, as it determines is in the best interest of the district. Based upon the winning bidder(s) proposal, the district plans to prioritize and make adjustments in items/services bid upon in order to fit within available budget.
4. In the event any prospective bidder or prospective bidders to whom the contract is awarded shall default in executing said formal contract or in furnishing a satisfactory Performance and/or Payment Bond within the time and in the manner hereinafter specified, to re-award the contract to another prospective bidder or prospective bidders, as provided by statute.
5. In the event only one quote is received, the district, at its election, return the quote.
6. To require a signed statement from the prospective bidder, on the product quote, to furnish any materials herein requested that does fully meet all of the specifications published in this document and the attached quote quantity listing for that material, substance or product.

7. The bidder agrees that the district shall have the right to place purchase orders referencing "Wireless and Cabling Upgrade": "Part 1 and/or Part 2" for quantities of listed items as the district may require. The projected requirements are subject to increase or decrease contingent upon the availability of state and federal grants and local funding. The district will award this contract on an "all or nothing" basis or an item by item basis based on the best interest of the district.
  
8. The implementation of this RFP and final contract is contingent on E-rate funding and governing school board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

## **RFP - Additional Technical Documentation**

*These documents are posted at the following site:*

<http://tech.lebanon.k12.or.us/home/e-rate-2017-18-wireless-and-cabling-upgrade-rfp>

- *“Camera\_Locations\_Maps.pdf”* (File)  
(Contains maps of current and proposed camera locations by building)
- *“WirelessAP\_Locations\_Maps.pdf”* (File)  
(Contains maps of current wireless AP locations by building)

## **RFP - Forms and Other Documentation**

*These documents are posted at the following site:*

<http://tech.lebanon.k12.or.us/home/e-rate-2017-18-wireless-and-cabling-upgrade-rfp>

- RFP Submittal Form.pdf  
(Submit with RFP in sealed bid envelope/package)
- Scoring Criteria.pdf  
(Scoring metrics and definitions district will use for scoring bids)