

# Woodburn School District Woodburn, Oregon

Request for Proposals  
Network Cable Expansion/Fiber Replacement Project  
E-RATE Form 470  
Category Two Request  
RFP: #016-102

2016-2017



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Request for Proposal #16-102  
Woodburn School District  
965 N. Boones Ferry Road  
Woodburn, Oregon 97071

Woodburn School District

## Bid Instructions and Conditions

### 1. GENERAL REQUIREMENTS

The Woodburn School District wishes to improve fiber cabling throughout buildings and to provide for network cabling at two new construction locations. The School Board of Woodburn School District is hereby inviting bids for this Category Two request.

We are seeking bids on the following items. 1) Network Cabling Expansion/Fiber Replacement  
We welcome bidders to read the following RFP and are free to bid on all of the items presented. The school district is located in Marion County, Oregon. The District consists of four elementary schools, two middle schools, four small high schools (that are all located in one building/LAN), one alternative high school, a special education facility, and Welcome Center/Administration building.

Bidder must have acquired a Schools and Libraries Corporation SPIN number and be willing to comply with all regulations pertaining to the Universal Service Fund Criteria for E-Rate providers.

A MANDATORY pre-proposal conference will be held Monday, January 25, 2016 at 9:00 AM onsite at the Woodburn School District. The event will start at the Information Technology Services (ITS) office at 1081 Newberg Highway, Woodburn, OR, 97071.

#### Pre-proposal Conference

- a. Purpose. The pre-proposal conference is held with prospective Proposers to explain the Procurement requirements, obtain information, or to conduct site inspections.
- b. Required Attendance. The District REQUIRES attendance at the pre-proposal conference as a condition for making an Offer. No Offer will be accepted from a Proposer who did not attend the mandatory pre-proposal conference.
- c. Statements Not Binding. Statements made by the District's representative at the pre-proposal conference do not change the Solicitation Document unless the District confirms such statements in a Written Addendum

The bid must be received by Forrest Fisher, Technology Coordinator, by 4:30 PM PST, February 16, 2016. If the chosen vendor/bidder refuses or is unable to meet the terms set forth by the Woodburn School Board, the award may be given to the next lowest qualified vendor. The School Board reserves the right to waive any irregularities, accept or reject any or all bids, and to accept or reject any items therein.

Electronic submissions in PDF format are required. Proposals should be addressed to Forrest J. Fisher, Technology Coordinator (ffisher@woodburnsd.org and erate@woodburnsd.org) and plainly marked: "Proposal for Network Cabling Infrastructure Expansion for Woodburn School District". Send any email messages to both addresses.

For a copy of the RFP or questions related to this bid, please first access:  
<http://wsd2016.edimension.us> or the EPC system at [portal.usac.org](http://portal.usac.org)  
The primary site is the EPC system and all answers to bid questions will be posted there.

The District reserves the right to cancel the procurement, reject any or all bids or any part thereof, adjust quantities, and to make award in such manner as it deems right and proper.

2. BID TIMELINE

- Advertise RFP January 19, 2016
- Mandatory Vendor Meeting January 25, 2016 (9:00 – 12:00 including optional walkthrough)
- Deadline for Questions February 8, 2016
- Deadline for Proposal Protests February 8, 2016
- Issue Addenda February 9, 2016
- Proposal Due February 16, 2016 (4:30 PM PST)
- Notice of Intent to Award February 18, 2016
- Board Award March 3, 2016
- Notice to Proceed May 31, 2016 (Work not to commence before July 1)

3. SUBCONTRACTORS

The bidder shall set forth on Attachment B: (A) the name and business address of each Subcontractor who will perform work or labor or render services; and (B) the portion of work to be done by each such Subcontractor. A Subcontractor is defined as an individual, partnership, or corporation who contracts with the Bidder to furnish material and labor or labor only, for the performance of work at the site. Suppliers of materials only are not deemed to be Subcontractors. No Subcontractors will be recognized as other than an employee of the Contractor. The Bidder shall be entirely responsible for the fulfillment of the contract.

- 4. REJECTION - Should any portion of the work done, or any materials delivered, fail to comply with requirements of the contract, such work or materials shall be rejected, and shall immediately be made satisfactory to the Woodburn School District by the Contractor, at no additional expense to the School District.
- 5. BIDDER - The Bidder, and the agents and employees of the Bidder, in the performance of the agreement, shall act in an independent capacity and not as officers or employees of agents of Woodburn School District.
- 6. NAME AND NATURE OF BIDDER'S AND SUPPLIERS LEGAL ENTITY - The bidder shall specify in the bid and on the bond, if furnishing a bid guarantee, the name and nature of its legal entity and any fictitious name under which it does business as covered by the bond. An authorized officer or person(s) shall sign the bid under the correct firm name.

The successful bidder may be required to furnish a letter of organization listing the firm members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated to the name or nature of the bidder's legal entity, the bidder shall first notify the District in order that proper steps may be taken to have the change reflected on the contract or purchase order.

- 7. ASSIGNMENT OF CONTRACT OR PURCHASE ORDER - The bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the contract bond, if any, and the District.
- 8. PRICES - Prices should be shown (preferably typed) on the Bid form; and on each item separately, on the units specified in the bid form or on trade standards. Errors may be crossed off and corrections made prior to bid opening only, but should be initialed in ink by the person signing the bid or bidder's authorized representative. During the period of deliveries under a contract resulting from this bid, should there be a decrease in prices of the items listed therein, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices herein quoted.

The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the contractor to any other school district or any other State, County, Municipal, or local government agency in Marion County for the products listed herein.

- 9. EXECUTION OF CONTRACT - The successful bidder shall within ten (10) days of notice of award of contract, sign the contract, and bond, if any, have the bond executed by a surety satisfactory to the District and return the contract to the District Director of Business.

10. **DEFAULT BY CONTRACTOR** - The District shall hold the contractor responsible for any damages which may be sustained because of the failure or neglect of the contractor to comply with any term or condition herein, it being specifically provided and agreed that time shall be of the essence of the contract delivery requirements.

If the contractor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the times and places herein stated or otherwise fails or neglects to comply with the terms of the contract, the District may, upon written notice to the contractor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the contractor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. The District may collect any extra cost incurred by such default from the contractor and the surety on the performance bond, if any.

11. **FORCE MAJEURE CLAUSE** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire strike, loss or shortage of transportation facilities, lockout, or commandeering of materials products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

12. **HOLD HARMLESS CLAUSE** - The contractor shall hold harmless and indemnify the District and the Woodburn School District School Board, its officers and employees from every claim or demand, which may be made by reason of:

a.) Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract.

b.) Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the contractor of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and

c.) Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or unpatented invention, under this contract.

The contractor at his own expense and risk shall defend any legal proceedings that may be brought against the District or the Board, its officers or employees or any such claim or demand, and satisfy any judgment that may be rendered against any of them.

13. **INSURANCE** - The contractor shall maintain insurance adequate to protect him from claims under Worker's Compensatory Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the contract. The contractor may be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the contractor.

14. **INVOICES AND PAYMENTS** - Unless otherwise specified, the Contractor shall render invoices in triplicate for materials delivered or services performed under the contract, to the Business Department of the Woodburn School District, 965 N. Boones Ferry Road, Woodburn, Oregon 97071. Invoices shall be submitted immediately in a form payable by the District. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance hereof and approval of the invoices by the authorized District representative.

#### Universal Service Fund (E-Rate)

The District is planning on using Federal Universal Service Funds for a substantial portion of funding of these services; therefore the seller should be familiar with this process. The seller will invoice the buyer and the Schools and Libraries Corporation (SLC) for payment for the percent of the cost of the project that is E-Rate eligible that is awarded in the Funding Commitment Letter.

15. **CASH DISCOUNTS** - All cash discounts shall be taken and computed from the date of delivery of acceptable material or the date of the receipt of the invoice, whichever is the later.

16. PERMITS AND LICENSES - The contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law. In connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.
17. CONTRACT DOCUMENTS - The complete contract includes the following documents: The advertisement for bids (when required), the bid and general contract conditions, the specifications and drawings, and bid of the contractor and its acceptance by the District, the contract, the performance bond, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
18. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT - While engaged in carrying out and complying with the terms and conditions of the contract, the contractor is an independent contractor and not an officer, employee or agent of the District.
19. ANTI DISCRIMINATION - It is the policy of the Woodburn School District School Board that in connection with all work performed under Construction and Purchasing Contracts there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the contractor agrees to comply with applicable Federal and Oregon laws including, but not limited to, Oregon Prevailing Wage laws. In addition, the contractor agrees to require full compliance by all subcontractors employed on the work by him. The Contractor shall comply with pertinent statutory provisions relating to public works.
20. STATUTES The Contractor shall abide by the provisions of all applicable Oregon statutes. Although a number of statutes are referenced in the Contract, it is not meant to be a complete list and should not be relied upon as such.
21. PROVISIONS FOR AGED AND HANDICAPPED PERSONS - Contractor shall comply with pertinent statutory provisions relating to public works.
22. SAFETY STANDARDS - The Contractor shall comply with pertinent provisions of the Oregon workplace safety laws and regulations.
23. UNEMPLOYMENT COMPENSATION - The Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.
24. DRUG-FREE WORKPLACE - The Contractor shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.
25. TOBACCO PRODUCTS –  
Smoking and any use of tobacco products will not be allowed on District property. Contractor may be fined up to \$500.00 for each incident of tobacco use within the area of work by the Contractor or Subcontractor. Tobacco is defined in Board Policy Tobacco-Free Environment.
26. CRIMINAL BACKGROUND CHECKS –
  - a) Contractor shall perform or have performed criminal background checks for every employee on all active campus (i.e., children are present) projects prior to that employee’s admittance to the project site. Once an employee passes the criminal background check, he or she will receive an ID badge and a hard hat sticker which they must wear at all times while they are on site. Contractor may be fined up to \$500.00 for every worker working on site without the proper ID badge or hat sticker.
  - a. No Contractor’s employee or subcontractor’s employee, or principal/owner who has been convicted of a crime listed in ORS 163.095, 163.115, 163.185, 163.235, 163.355, 163.365, 163.375, 163.385, 163.395, 163.405, 163.408, 163.411, 163.415, 163.425, 163.427, 163.432, 163.433, 163.435, 163.445, 163.465, 163.515, 163.525, 163.547, 163.575, 163.670, 163.675 (1985 Replacement Part), 163.680 (1993 Edition), 163.684, 163.686, 163.687, 163.688, 163.689, 164.325, 164.415, 166.005, 166.087, 167.007, 167.008, 167.012,

167.017, 167.057, 167.062, 167.075, 167.080, 167.090, 475.808, 475.810, 475.812, 475.818, 475.820, 475.822, 475.828, 475.830, 475.832, 475.848, 475.852, 475.858, 475.860, 475.862, 475.868, 475.872, 475.878, 475.880, 475.882, 475.888, 475.890, 475.892, 475.904 or 475.906 shall be allowed on District property.

- b. No Contractor's employee or subcontractor's employee, or principal/owner who has been convicted under ORS 161.405 of an attempt to commit any of the crimes listed in subparagraph (b) of this paragraph shall be allowed on District property.
- c. No Contractor's employee or subcontractor's employee, or principal/owner who has been convicted in another jurisdiction of a crime that is substantially equivalent, as defined by rule, to any of the crimes listed in subparagraphs (b) and (c) of this paragraph shall be allowed on District property.

## 27. SECURITY PROCEDURES -

### a. Construction/Maintenance Building Security Rules

- i. The Contractor shall enforce strict discipline and good order among the Contractor's employees, Sub-Contractors, and other persons carrying out the contract on District property. The District may require that the Contractor immediately remove, from the project site and District property, any employee or other person carrying out the contract who the District considers objectionable.
- ii. District Personnel (ie; Building Administrator, Custodian, or a building monitor) should be present when a Contractor is performing work within an existing school facility.
- iii. Only District Personnel will deactivate the security system upon arriving and reactive the system when they leave the facility. (Note: If the responsible District Personnel for a particular day changes during the day, the District Personnel shall coordinate this change in responsibility and advise the Contractor's superintendent.)
- iv. Contractor personnel shall not be furnished District security badges and/or access codes to the Building security system.
- v. The Contractor shall have a responsible party such as a superintendent, foreman, or supervisor on site during any work performed by either their own forces or that of their subcontractors.
- vi. The superintendent shall check in with responsible District Personnel upon arrival and advise when all work is complete, contract personnel have left, and the area is secure.
- vii. The Contractor's superintendent shall be responsible for security in areas where work is performed as well as ingress and egress to that area.
- viii. At the WSD Representative's discretion, the superintendent may be issued a building key to allow access to areas where work is being performed.
- ix. The superintendent shall maintain a daily log defining what areas within the building were accessed by Contractor personnel, which personnel from their firm were in the building, and which subcontracting firms were in the building.
- x. Each of the Contractor's employees, subcontractor's employees, and principals/owners involved at the site may, at the option of the District, be subject to a security check, at any time, by the Woodburn Police Department or other venue.



# STANDARD PROVISIONS

## 1. INTRODUCTION

This solicitation is issued pursuant to the Oregon Attorney General Model Rules and Woodburn School District Public Contracting Rules (Rules). The term "District" throughout this Solicitation means the Woodburn School District. The term Proposer means the Person or Firm that submits an Offer in response to this Solicitation. The term Provider or Contractor means the Proposer(s) awarded a Contract as a result of this Solicitation.

## 2. SOLICITATION REVIEW

Proposers must carefully review this Solicitation document and are responsible for knowing and understanding the terms and conditions. Unless defects, ambiguities, omissions, or errors are brought to the attention of the District in writing by noon, February 8, 2016 then protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award (NIA) may not be favorably considered.

## 3. OFFER

Pursuant to OAR 137-47-0310, a Proposer's submission in response to this Solicitation is an offer to enter into a Contract. By Signing and returning the Offer, the Proposer acknowledges it has read, understands and agrees to be bound by the terms and conditions herein. The Offer is a "firm offer," and must be held open by the Proposer for the District acceptance for sixty (60) days. The District's Award of a Contract constitutes acceptance of the Offer and binds a Provider to the Contract. The Proposer must not make its Offer contingent upon the District acceptance of any terms or conditions (including Specifications) other than those contained in this Solicitation.

## 4. OFFER PREPARATION

Pursuant to OAR 137-47-0400, failure to submit Offers in accordance with the provisions of this Solicitation shall be grounds to declare the Offer as non-Responsive.

- a. Proposers must electronically submit a completed Proposal (an Offer in accordance with this Request for Proposal).
- b. Proposers must electronically submit a completed Attachment A (provided at the end of this document)
- c. Provide the District with all required or requested documents and descriptive literature in PDF format.
- d. Initial any corrections or erasures to their Offer;
- e. Identify (on Attachment A) whether the Proposer is/is not a "resident Proposer," as defined in ORS 279A.120(1);
- f. Provide (on Attachment A) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
- g. Provide (on Attachment A) Written acknowledgment of receipt of all Addenda.

## 5. OFFER SUBMISSION

The offer should be submitted in Adobe's Portable Document Format (PDF) and sent as an electronic mail attachment or multiple attachments to both addresses:

Forrest Fisher  
Technology Coordinator  
Woodburn School District

ffisher@woodburnsd.org

Forrest Fisher  
Technology Coordinator  
Woodburn School District

erate@woodburnsd.org

The file attachments must include a signed and scanned copy of Attachment A as well as any other pertinent materials.

6. ADDENDA

Pursuant to OAR 137-47-0430:

- a. The District may change this Solicitation only by Written Addenda.
- b. Proposers must provide written digital acknowledgment of receipt of any Addenda on the provided Attachment A.
- c. The District shall issue Addenda by posting/publication on the proposal website: (<http://portal.usac.org>).
- d. Proposers are responsible to make inquiry as to any addenda issued by checking the proposal website: (<http://portal.usac.org>).
- e. At its discretion, the District may extend the Closing to allow Proposers time to analyze and adjust to changes.

7. MODIFICATION OR WITHDRAWAL

Pursuant to OAR 137-47-0440: a Proposer may modify or withdraw its Offer in writing only prior to Closing. Modification or withdrawal must be marked and delivered as described in OFFER SUBMISSION above. A Proposer may also deliver its modification or withdrawal in person. Proposers are responsible for ensuring that the District receives its modification or withdrawal. Modification or withdrawals must be prepared and submitted on the Proposer's letterhead, signed by an authorized representative of the Proposer.

8. RECEIPT, OPENING, AND RECORDING OF OFFERS

Pursuant to OAR 137-47-0450:

- a. The District must electronically time-stamp or hand-mark each Offer and any modification upon receipt. The District official proposal time clock is located in the lobby of the District Office, 965 N. Boones Ferry Road, Woodburn, OR 97071. In the event an Offer is too large to be time stamped a separate piece of paper will be time stamped and attached to the Offer or the envelope will be marked by hand with the date and time received.
- b. The District shall not be responsible for the premature opening or failure to open an Offer that is not properly addressed and/or identified.
- c. Offers will be opened and recorded. The number of Offers received, the identity of Proposers, or the contents of any Offer will not be disclosed to the public until all Offers have been evaluated, negotiations completed if required, and a recommendation for Award has published.

9. LATE OFFERS, WITHDRAWALS, OR MODIFICATIONS

Pursuant to OAR 137-47-0460, any Offer received after Closing is late. A Proposers request for withdrawal or modification of an Offer received after Closing is late. The District must not consider late Offers, withdrawals or modifications except as permitted in MISTAKES below. The District reserves the right to consider Offers that have been delayed or mishandled by the District.

10. MISTAKES BY PROPOSER

Pursuant to OAR 137-47-0470, the District shall carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes. The District must not allow a Proposer to correct or withdraw an Offer for an error in judgment. The District must reject any Offer in which a mistake is evident on the face of the Offer and the intended correct Offer is not evident or cannot be substantiated from documents accompanying the Offer. If mistakes in an Offer are discovered after Opening, but before Award of the Contract, the District may:

- a. Waive, or permit a Proposer to correct, a minor informality; a matter of form rather than of substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Proposers.
- b. The District may correct a clerical error if the error is evident on the face of the Offer, or other documents submitted with the Offer, and the Proposer confirms the District correction in writing.
- c. The District may permit a Proposer to withdraw an Offer based on one or more clerical errors in the Offer only in accordance with OAR 137-47-0470(2)(c) and (d).

## 11. AWARD

Pursuant to OAR 137-47-0600:

- a. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the District reserves the right to cancel any Solicitation at no penalty.
- b. If awarded, the District shall award a Contract only to the Responsible Proposer(s) that submit the most Advantageous of those submitted, and that meets the minimum requirements of this solicitation.
- c. The District may award by item, groups of items or the entire Offer.
- d. The District may Award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.
- e. The District may award a Contract for parts of the Solicitation for which acceptable Offers have been received.
- f. The District may award all or none of the Offers if the evaluation shows an all or none Award to be the most Advantageous or in the best interest of the District.
- g. The District may reject all or part of Offers and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- h. When Offers are identical the District must Award the contract Pursuant to OAR 137-46-0300.

## 12. NOTICE OF INTENT TO AWARD

Pursuant to OAR 137-47-0610, the District must provide written notice of its Intent to Award (NIA) to all Proposers at least SEVEN (7) calendar days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The NIA will be sent by Email to all Proposers and posted on the proposal website (<http://wsd2016.edimension.us>), the district website ([www.woodburnsd.org](http://www.woodburnsd.org)) and the EPC system ([portal.usac.org](http://portal.usac.org)). The District Award must not be final until the latter of the following: SEVEN (7) calendar days after the date of the NIA, or until the District provides written response to all timely filed protests denying the protest(s) and affirming the Award.

## 13. OFFER REJECTION

Pursuant to OAR 137-47-0640:

- a. The District may reject any Offer:
  - i. When the rejection is in the best interest of the District.
  - ii. When the Offer is contingent upon the District acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
  - iii. When the Offer takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
  - iv. That fails to meet the Specifications of the Solicitation.
  - v. That is submitted late
  - vi. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
  - vii. Not in compliance with ORS 279B.120, 279B.130, 279A.105, OAR 137-046-0210(3), ORS 279A.110(4).
  - viii. When the Proposer is non-Responsible pursuant to ORS 279B.110.
- b. The District may reject all Offers based upon the following criteria:
  - i. As set forth in ORS 279B.100. The District must notify all Proposers of the rejection, along with the reasons for rejection
  - ii. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
  - iii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Offer.
  - iv. Misconduct, error, or ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
  - v. Causes other than legitimate market forces threaten the integrity of the competitive process. Such as collusion, corruption, and/or inadvertent or intentional errors in the Solicitation.
  - vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

#### 14. PROTEST, CHANGE, CLARIFICATION

Pursuant to OAR 137-47-0730, Proposers may request changes or clarification to, or protest, the terms and conditions and/or the specifications of this Solicitation:

- a. Questions. All questions regarding this Solicitation must be submitted electronically in writing to the attention of Forrest Fisher, Technology Coordinator by February 8, 2016. No oral questions will be accepted other than at the pre-proposal conference. All questions received prior to the deadline will be answered by Addenda.
  - i. Questions shall be submitted in writing via email to Forrest Fisher, Technology Coordinator (ffisher@woodburnsd.org and erate.woodburnsd.org)
  - ii. No other contact regarding this solicitation during the solicitation process shall be permitted. Unauthorized contact regarding this solicitation may subject the contacting vendor's proposal to rejection.
- b. Change, Clarification, Protest. A prospective Proposer may protest the Procurement Process or the Solicitation Document as set forth in ORS 279B.405(2). Proposer written comments shall include:
  - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest;
  - ii. A description of the resulting prejudice to the Proposer; and
  - iii. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.
- c. Delivery. Written questions, changes, clarification, or protest must be emailed to ffisher@woodburnsd.org and erate@woodburnsd.org.
- d. Deadline. Questions, changes, clarifications, or protests must be received by the District by noon on February 8, 2016.
- e. Response. Notice of the District determination (i.e. entirely rejects or agrees with) in written addenda to any questions, changes, clarification or protest will be provided by posting/publication on the proposal website: (<http://wsd2016.edimension.us>), the district website ([www.woodburnsd.org](http://www.woodburnsd.org)) and the EPC system ([portal.usac.org](http://portal.usac.org)).
- f. Protesters must exhaust all administrative remedies before seeking judicial review.

#### 15. AGGRIEVED PROPOSER

- a. An adversely affected or aggrieved Proposer may submit to the District a Written protest of the District intent to award within seven (7) days after issuance of the notice of intent to award the Contract, unless a different protest period is provided under the Solicitation.
- b. The Proposers protest must be in Writing and must specify the grounds upon which the protest is based.
  - i. Protests may be emailed to (nhall@woodburnsd.org and erate@woodburnsd.org) or mailed to Nancy Hall, Director of Business, 965 N. Boones Ferry Road, Woodburn, OR 97071. Aggrieved Proposer is responsible to ensure receipt of the protest.
  - ii. The aggrieved Proposer must serve all other Proposers by email, fax or mail with notice of its appeal to allow for rebuttal.
- c. A Proposer is adversely affected or aggrieved only if the Proposer is eligible for Award of the Contract as the Responsible Proposer submitting the best and next highest scored Responsive Offer, i.e., the protesting Proposer must claim that all higher scored Proposers are ineligible for Award:
  - i. Because their Offers were non-responsive; or
  - ii. The District committed a substantial violation of a provision in the Solicitation or of an applicable procurement statute or administrative rule, and the protesting Proposer was unfairly evaluated and would have, but for such substantial violation, been the Responsible Proposer offering the lowest Offer or the Responsible Proposer offering the highest- ranked Proposal.
- d. The District must not consider a protest submitted after the time period established in this Rule or such different period as may be provided in the Solicitation.
- e. Authority to Resolve Protests. The Director of Business, or such Person's designee, may settle or resolve a written protest submitted in accordance with the requirements of this Rule.
- f. Decision. If a protest is not settled, the Superintendent, or such Person's designee, must promptly issue a written decision on the protest. Judicial review of this decision will be available if provided by statute.
- g. Award. The successful Proposer must promptly execute the Contract after the Award is final. The District must execute the Contract only after it has obtained all applicable required documents and approvals. A sample Contract is enclosed, the terms and conditions of which are incorporated by reference.
- h. The District will issue a Written Disposition of the Protest in a timely manner. The District Director of Business has the authority to settle any protest.

- i. If the District upholds the Protest, in whole or in part, the District may in its sole discretion either Award the Contract to the successful protestor or cancel the Solicitation.
- i. Proposers must exhaust all administrative remedies before seeking judicial review.

16. OFFER COSTS

The District is not liable for any costs incurred by the Proposer in its Offer preparation.

17. CONFIDENTIALITY OF PROPOSALS

The District is subject to the Oregon Public Records Law (ORS 192.410 to 192.505), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. The District may withhold from disclosure information in accordance with ORS 279B.055(5)(c): trade secrets or confidential information pursuant to ORS 192.501 or 192.502.

- a. The District will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.
  - i. All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:
    - A. It shall be clearly marked in bulk and on each page of the confidential document.
    - B. It shall be kept separate from the other solicitation (proposal) documents in a separate envelope or package.
    - C. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
    - D. Where such conflict (in C. above) occurs, the proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
  - (i) This statement “Refer to confidential information enclosed.” shall be inserted in the place where the requested information was to have been placed.
- b. Proposers who desire that additional information be treated as confidential shall mark those pages as “confidential”, cite a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentiality. The entire proposal shall not be marked confidential, nor, shall any pricing. Should a proposal be submitted in this manner, no portion of it shall be held as confidential unless that portion is segregated in the above manner and meets the above criteria.
- c. Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the District Attorney or a court of competent jurisdiction. Prior to disclosing such information, the District will notify the Proposer. If the Proposer disagrees with the District decision, the District may, but is not required to enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

## E-Rate Requirement

Note that Woodburn School District will be applying for Universal Service (E-rate) discounts to help support the cost of the eligible services that are the subject of this RFP. Therefore, the successful provider(s) must agree to cooperate fully and in a timely manner with any and all requests for information that Woodburn School District needs to secure the E-rate discounts.

Note further that the services that are the subject of this RFP are mostly eligible for E-rate support. Some of the services, however, may not be. Therefore where applicable, service providers MUST provide separate price quotes for eligible and ineligible services/equipment.

All inquiries must include the vendor SPIN number and the E-Rate request number listed on this proposal form.

Award of this proposal may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. The successful bidder agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD") via the Form 474 Service Provider Invoice (SPI). Woodburn School District will NOT file a Form 472, and will only be responsible for paying its non-discounted share of costs. The Woodburn School District and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.

Within seven (7) days of award, the awarded vendor will provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices must match Item 21 Attachment or subsequent service substitutions.

In the event of questions during the E-Rate audit process, the awarded vendor is expected to reply within 3 days to questions associated with its proposal.

No billing or work can take place prior to July 1, 2016.

## 1. VENDOR PROPOSAL REQUIREMENTS

Vendor proposal in response to this RFP will be incorporated into the final agreement between Woodburn School District and the selected vendor. The submitted proposal at a minimum should include the following sections, and numbered as such:

- 1) Company information, including number of years in business, office locations, and key personnel that will support the project
- 2) Identification of any subcontractors
- 3) Services Rendered, project schedule and scope of work
- 4) Itemized Pricing, including shipping costs, if any
- 5) Exclusions and/or exceptions to RFP and contract terms and conditions
- 6) WSD and Vendor Responsibilities
- 7) Fees, Payments and any applicable Trade-in credits
- 8) References in the K-12 education market
- 9) Evidence of Service Provider Identification Number (SPIN), FCC Registration Number, and proof of Green Light status
- 10) Additional information regarding firm's qualifications such as licensing and certifications

## 2. NETWORK CABLING INFRASTRUCTURE PROJECT EVALUATION CRITERIA

RFPs will be evaluated according to the following criteria:

Criteria	Percentage
Vendor Reputation/Past Performance	25%
Proximity to District (must be able to be onsite within 2 hours)	24%
Product Quality/Features	25%
Cost of Eligible Products/Services	26%

Questions on the RFP: All questions or inquiries concerning this Request for Proposal should be submitted via email ([ffisher@woodburnsd.org](mailto:ffisher@woodburnsd.org) and [erate@woodburnsd.org](mailto:erate@woodburnsd.org)), the project website (<http://wsd2016.edimension.us>) or the EPC system ([portal.usac.org](http://portal.usac.org)) no later than January 25, 2016 and will be responded to within 3 business days. The response/answer will be posted on the project website. If it is a clarification to the RFP, an ADDENDA will be issued and also posted on the project website (<http://wsd2016.edimension.us>) and the EPC system ([portal.usac.org](http://portal.usac.org)) for all bidders.

Please provide a complete proposal based on all sections of this RFP.

Please provide separate quotes based on the E-Rate Eligible Services List for FY2016 with a complete bill of materials for:

1. Eligible equipment and services
2. Ineligible equipment services

# Vendor Proposal Cover Information and Bid Signatory Page

TO: Information Technology Services  
Woodburn School District  
965 N Boones Ferry Road  
Woodburn, OR 97071

Bidder understands that the Woodburn School District reserves the right to reject any or all bids or any part thereof or cancel the entire project. This RFP can be dependent on E-Rate funding and may be cancelled if E-Rate funding is not available.

Total Project Cost:

---

Total Project Cost with Estimated 85% Discount on Eligible Items and Services:

---

Submitted by:

---

Company Name

---

Contact Name

---

Address

---

Address

---

Telephone

---

Fax

---

Email



# General Articles and Signatory Page

## 1. ARTICLE 1 - SCOPE OF WORK

The Contractor shall perform services within the time stipulated in the contract as herein defined, and shall provide all services, and transportation to complete in a workman like manner all of the work required in connection with the following titled: Network Cabling Infrastructure Expansion (See End of Document)

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications, and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the architect, Engineer, Inspector, Office of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the district office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

## 2. ARTICLE 2 - CONTRACT PRICE

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, the sum of \_\_\_\_\_, said sum being the total amount of the following amounts stipulated in the bid:

## 3. ARTICLE 3 - HOLD HARMLESS AGREEMENT

The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever including attorney fees and costs, which may be incurred by reason of:

(a) Liability for damages (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

4. ARTICLE 4 - PROPERTY LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, \$1,000,000.00 minimum, as shall protect him/her and the District from all claims for personal injury, including accidental death, as well as from all claim for property damage arising from operations under this contract.

Prior to commencement of the work, the Contractor shall submit to the District Director of Business verification of adequate Liability Insurance Coverage and name Woodburn School District as an Additional Insured.

5. ARTICLE 5 - PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT: CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

Authorized Officers or Agents

CORPORATE SEAL

# DESCRIPTION OF PROJECT: Network Cabling Infrastructure Expansion

The Woodburn School District is seeking to provide and install cabling for a new construction location. Also, to provide install replacements for existing fiber cables.

Vendors are expected to bid:

## Network Cable

- High-quality CAT6 UTP solid conductor 23awg PVC cabling
- Sturdy and attractive termination points (Patch panels, network jacks, d-rings, boxes and faceplates – Ex. plate and Cat6 or higher rated RJ45 keystone jacks.)
- All installation hardware, labor and any other required element of the installation
- The vendor will mark both ends of all cable terminations with district-designated nomenclature. The vendor will provide one 12' patch cable of the same standard for each new cable drop installed.

## Fiber Optic Cable

- High-Quality Single-mode 9 micron fiber certified for 10GB transmission
- The vendor will mark both ends of all cable terminations with district-designated nomenclature

	Count	Cable Needed (ft)	Patch Panels (48)	Faceplates	Cable jacks
<b>New Success Center</b>					
Network Cable Drops	144	21600	3	40	144
Fiber Cable Runs	1	300			
<b>High School</b>					
Fiber Cable Runs	11	3300			
<b>Heritage Valor</b>					
Fiber Cable Runs	9	2700			
<b>Lincoln/French Prairie</b>					
Fiber Cable Runs	11	3300			
<b>Nellie Muir Elementary</b>					
Fiber Cable Run	1	300			

## Pre-Proposal Conference

The mandatory Pre-Proposal Conference is Monday, January 25, 2016 at 9:00 AM. Meet in the Information Technology Services (ITS) office at 1081 Newberg Highway, Woodburn, OR 97071. Any questions related to this meeting can be sent via email at (ffisher@woodburnsd.org and erate@woodburnsd.org) or by phone: **(971) 983-3040**.

# ATTACHMENT A

TO: WOODBURN SCHOOL DISTRICT 103 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

The undersigned hereby proposed to furnish, within the time specific, the several items hereinbefore listed, to be delivered in accordance with the forgoing specifications hereto attached, for the amount set opposite each item.

BIDDERS EMPLOYER'S FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_

## EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

By submitting this bid, the undersigned 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 required by the Federal or Oregon State Governments, having responsibility 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.

ADDENDA: Receipt is hereby acknowledged of Addenda \_\_\_\_\_, through \_\_\_\_\_.

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ x \_\_\_\_\_

Are you domiciled in the State of Oregon? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you are not headquartered in Oregon, do you or your firm receive, or are you or your firm eligible for, any preference in the award of contracts with your state or with government bodies in your state: \_\_\_\_\_yes \_\_\_\_\_no

If so, site the law or regulation (legal citation preferred): \_\_\_\_\_

Percent of Preference \_\_\_\_\_% State Preference Received \_\_\_\_\_  
*Providing incorrect information may be grounds for bid rejection or contract cancellation.*

## SIGNATURE FOR INDIVIDUAL (signed by individual)

Address \_\_\_\_\_ X \_\_\_\_\_

City, State \_\_\_\_\_  
(Print or Type Name)

Zip \_\_\_\_\_ Telephone \_\_\_\_\_ Company \_\_\_\_\_

**ATTACHMENT A** (cont.)

**SIGNATURE FOR PARTNERSHIP** (signature of one Partner required)

Names of Partners: (please print)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Partnership:

\_\_\_\_\_  
Address \_\_\_\_\_  
City, State \_\_\_\_\_  
Zip \_\_\_\_\_ Telephone \_\_\_\_\_  
X \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

**SIGNATURE OF CORPORATION** (signatures as indicated)

Address \_\_\_\_\_

City, State \_\_\_\_\_

Zip \_\_\_\_\_ Telephone \_\_\_\_\_

\_\_\_\_\_  
(Corporate Name)

X \_\_\_\_\_  
(Signature of Officer or Agent)

\_\_\_\_\_  
(Print Name & Title of Officer or Agent)

**DESIGNATION OF SUBCONTRACTORS**

Copy as needed

WOODBURN SCHOOL DISTRICT

\_\_\_\_\_

Portion of Work	Subcontractor Location & Place of Business
-----------------	--

\_\_\_\_\_

Proper Name of Bidder

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

Signature of Bidder \_\_\_\_\_

# ATTACHMENT C

## Newspaper Advertisement Copy

The purpose of these Request for Proposals (Solicitations) is to obtain competitive Offers from qualified Firms (Proposers) interested in the provision to upgrade portions of our wireless network project to the 802.11ac standard, expand the network cabling infrastructure and/or expand to the network switch infrastructure for new construction.

A MANDATORY pre-proposal conference will be held on Wednesday, January 25, 2016 at 9:00 AM starting at the ITS Office, 1081 Newberg Highway, Woodburn, OR 97071.

Proposers must submit an Offer pursuant to the provisions of this Solicitation electronically to [ffisher@woodburnsd.org](mailto:ffisher@woodburnsd.org) and [erate@woodburnsd.org](mailto:erate@woodburnsd.org) in PDF format.

### SOLICITATION DUE DATE AND TIME (CLOSING)

February 16, 2016 at 4:30 PM PST

No public opening will occur; the number of Offers received, the identity of Proposers, or the contents of any Offer will not be disclosed to the public until all Offers have been evaluated, negotiations completed if required, and a recommendation for Award has been published.

Proposers are solely responsible for ensuring that the District receives its Offer. Late Offers will not be accepted.

Questions and comments regarding this solicitation must be in writing and directed only to the undersigned by email to [ffisher@woodburnsd.org](mailto:ffisher@woodburnsd.org) and [erate@woodburnsd.org](mailto:erate@woodburnsd.org)

Forrest Fisher, Technology Coordinator

OFFERS SHALL BE PURSUANT TO THE PROVISIONS OF THIS SOLICITATION

THE DISTRICT MAY REJECT ANY OFFER NOT IN COMPLIANCE WITH ALL PRESCRIBED REQUIREMENTS