



**EDEN PRAIRIE SCHOOL DISTRICT**

**REQUEST FOR BID  
WIRELESS ACCESS POINTS PLUS INSTALLATION AND  
MAINTENANCE SERVICES**

**Due: Wednesday, January 16, 2019  
by 2:00 p.m. Central Standard Time**

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## SECTION I – GENERAL INFORMATION

### 1.0 Background, Purpose, and Definitions

This request for bid (RFB) invites vendors to propose wireless access points (WAP), including all implementation and maintenance, for Eden Prairie Public Schools (“District”).

The term “District” means Eden Prairie Public Schools and any department or board of the School District. The term “Vendor” means the person, firm, or corporation who is submitting this bid response for consideration to furnish and deliver the specified merchandise or services. The term “LT” means local time of the District.

The District plans to file for E-Rate for Category 2 funding. Vendors responding must have a current SPIN and agree to follow all E-Rate program rules.

### 1.1 Request for Bid Document, Vendor Questions and Dates

The Request for Bid document will be posted on Universal Service Administration Company’s (USAC) Schools and Libraries Division web site as part of posting of Form 470.

Questions and/or correspondence related to this RFB document or procurement must be in writing and e-mailed to:

Joe Brazil  
Technology Director  
E-mail: Joe\_Brazil@edenpr.k12.mn.us

The following dates have been established:

Description	Date
RFB issued	December 6th, 2018
Questions due from vendors	December 28 <sup>th</sup> , 2018 by 4:00 pm local time
Responses provided to vendors	January 4th, 2019 by end of day
Bid Opening (RFB due)	January 16th, 2019 – 2 pm local time *attendance of bid opening is NOT mandatory*
Contract award (estimated)	Jan 28 <sup>th</sup> , 2019
System installed and in operation	To be determined

## 1.2 RFB Response, Bonds, and Affidavit

- A. Response to this RFB must be received at the following address no later than 2:00 PM local time on January 16<sup>th</sup>, 2019:

Eden Prairie School District  
Attn: Joe Brazil  
District Office  
8100 School Road  
Eden Prairie, MN 55344

One signed, original (with signature of authorized executive) and two copies of the RFB response must be submitted in SEALED envelopes (or box) and clearly marked:

### **"RESPONSE TO EDEN PRAIRIE PUBLIC SCHOOLS WIRELESS ACCESS POINTS PLUS IMPLEMENTATION AND MAINTENANCE SERVICES BID"**

There will be a public bid opening at this time in the Riley Creek Meeting Room. Due to the nature of these proposals, only the submitting vendor names will be read at this time. Attendance is NOT mandatory for participating vendors.

- B. A bid security or certified check in the amount of 5 percent of the 'bid cost' for equipment and implementations services (Total one-time) be made payable to Eden Prairie Public Schools must be submitted with the response. Certified checks shall be returned to unsuccessful vendors after award of a contract or rejection of all responses.
- C. All bid responses received after the time and date stated above will not be considered and will be returned. The vendor assumes the risk of any delay in the mail or in handling of the mail by employees of the District. Whether sent by U.S. mail or by means of personal delivery, the vendor assumes responsibility for having this bid response deposited on time at the place specified. Facsimile responses will not be accepted.
- D. Interpretations and/or clarifications shall not be binding on vendors unless repeated in writing and distributed as an addendum. Any changes, clarifications, or other interpretations regarding this bid will be sent by the District to each vendor. These addenda will become part of the bid and will be included by reference in the final contracts between the vendor(s) and the District.
- E. At the request of the District, the successful vendor shall furnish the District with a Performance and Payment bond in the amount of 100% of the awarded contract to guarantee delivery and performance of the contract. Once the bond is received and accepted, the District will issue a purchase order and notify the vendor that the purchase orders may be executed.
- F. The District reserves the right to waive technicalities or irregularities, to accept any portion of a response when responses are by items, to reject any or all responses, and to make arrangements for the best interest of the District. Response to this RFB should be presented in the same order as is this RFB (item by item).
- G. To provide uniformity and to facilitate comparison of bid responses, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFB. All information submitted must be noted in the same sequence as it appears in this RFB.

- H. The vendor must include as part of their response:
  - A. A signed affidavit of non-collusion
  - B. A signed Statement of Affirmative Action Compliance
  - C. Acceptance Form
- I. The District plans to apply for E-Rate funding (Category 2) for equipment and services procured under this RFB. Vendors should be willing to participate in and comply with the E-rate program and apply for a Service Provider Identification Number (SPIN) if they do not already have one. Vendors who have a SPIN should include it as part of their response. Vendors must keep their SPIN current and comply with any form submission requirement of the E-Rate program.
- J. Bid responses may not be withdrawn for ninety (90) days after the scheduled time of response submission without the consent of the District. The District reserves the right to accept any bid response or parts of such responses, to reject any or all bid responses, and to waive irregularities and informalities in the RFB procedures, and to act in its best interest.
- K. At RFB opening, the District will only announce the names of vendors who have submitted responses by the due date and time. Once the responses received are reviewed and recommendations made to the School Board, vendor responses received will be made public and available for review.

### **1.3 RFB Response Format**

Vendors must include the following in their response:

- A. Vendor qualifications as outlined in section 1.5.
- B. Description (including diagrams) of the proposed hardware/software solution. Solution must comply with the requirements as outlined in the RFB.
- C. Cost information as requested in the RFB.

Failure to submit responses in accordance with the requirements of this RFB will be grounds for rejection. Vendors must warrant that the proposed design solution meets or exceeds all specifications contained or referenced herein. Vendors should, in presenting their design proposals, list types and quantities of materials to be used in its implementation. Vendor remains solely responsible for the accuracy of the response as to system performance, material quality, and material quantity. The cost section of the response must not contain any erasures, corrections, or white outs. Failure to comply will result in the response being rejected.

### **1.4 General Requirements and Instructions to Vendors**

The primary intent of this document is to provide vendors with sufficient information and a point of reference to propose a solution and associated services that will satisfy the objectives of the District as stated in the RFB.

Vendors must respond to all the components (except as noted) as set forth in the RFB. Final determination of what is procured is dependent on the responses provided by the vendors and other budgetary considerations.

The following must be considered in responding to this RFB.

- A. The specifications provided herein are intended to facilitate an understanding of the District's needs and are to be considered the minimum requirements. It is the responsibility of the vendor to propose a technically sound and operationally functional system. In upgrading its wireless network infrastructure,

the District's intent is to implement and maintain a solution provided by a single manufacturer.

- B. The proposed system must be designed and installed to provide a highly reliable grade of service. All parts, materials, and service proposed must be currently available on the market and in continuing production (no discontinued manufacturers or parts). Any components included in the response must be new. In addition, the vendor must clearly demonstrate that they have installed all components of the system or the service as proposed and that those components or services are fully operational at all customer sites. Vendors must document conformance with the performance requirements in the RFB.
- C. Each vendor is required to submit proposed contracts, catalog data, and technical information including design calculations and layout drawings that completely describes the system and associated services. Information provided will be used during the evaluation process. All general contents of this RFB and technical specifications herein, as well as the complete response of the successful vendor, will be included in any contract between the District and the successful vendor.
- D. The District reserves the right to determine whether a vendor is responsive and has the ability and resources to locally perform the contract in full and comply with the specifications. Inability to demonstrate vendor experience with installations and support of equivalent systems will result in rejection of the bid response.
- E. The District reserves the right to request additional information from the vendor to satisfy any questions that might arise, and the right to reject any or all responses and/or to issue invitations for new responses.
- F. The District assumes no responsibility for understanding or representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such understanding or representations are specifically incorporated into this RFB.
- G. Verbal discussions pertaining to modifications or clarifications of this RFB will not be considered part of the RFB unless confirmed in writing. Any information provided by the vendor verbally will not be considered as part of that vendor's response until written confirmation is received by the District at the address provided in this RFB.
- H. The vendor is required to review this document and to become familiar with the requirements necessary to make a complete bid response in compliance with local, state, and federal codes and the RFB specifications. Failure to review the provided information regarding this project will not relieve the vendor from submitting a complete bid response.
- I. Where specific manufacturers, their components, and/or materials are listed as part of the specified district infrastructure, the vendor solution must be fully operable with those components and materials. The District will consider equivalents where specific manufacturer or their components have been specified.
- J. The District is not responsible for locating or securing any information that is not identified in the RFB and reasonably available to them. To ensure that sufficient information is available, the vendor must furnish as part of the response, all descriptive material necessary for the District to determine whether the response meets the requirement of the RFB and establish exactly what the vendor proposes to furnish as to supplies, materials, and services.

- K. Subcontractors working for the vendor must meet all the requirements of the RFB and any contract between the vendor and the subcontractor must include all contract terms agreed to between the District and the successful vendor.

## 1.5 Response Evaluation

It is important that vendors review this subsection to understand the RFB evaluation process.

- A. **Vendor Qualifications.** Vendors responding to the RFB must have the following minimum qualifications:
  - 1. The company or the subcontractors used must have a minimum of three years of experience in providing and installing the equipment or equipment similar to that being proposed.
  - 2. The company or subcontractors used must have successfully installed equipment in entities of similar scope and complexity.
  - 3. The company or subcontractors used must have a service and support capability and be able to respond for warranty activities and, if selected, for extended maintenance services. For emergency services, vendor must be able to respond and if needed be on site within two hours.
  - 4. Manufacturer partners, distributors, and subcontractors responding to this RFB must be authorized by the manufacturer to sell and certified to support the systems being proposed. Failure to provide proof of such authorization on request would be grounds for disqualification at the District's discretion.

Vendor must include information that substantiates these qualifications as part of their response to the RFB.

- B. **Proposed Solution Against the Requirements of the RFB.** Solutions not meeting the requirements stated in the RFB may be eliminated at the District discretion from further consideration at this stage in the review process.
- C. **Feature Evaluation.** Vendor responses will then be evaluated for the features and capabilities included in their solution, ease with which those features and capabilities can be used, administered, and maintained. Vendors proposing equivalents will be evaluated based on the equipment compatibility with the requested equipment.
- D. **Support and Maintenance Capabilities.** Vendors will be evaluated for their support and maintenance capabilities, including the following variables:
  - 1. Years of experience in providing support
  - 2. Number of staff trained in technology being proposed
  - 3. Number of client references (of similar equipment and services – as proposed)
  - 4. Capability to respond quickly to service and support requests.
  - 5. Training capabilities and resources available.
  - 6. Vendors overall performance record based on past experience, available references and findings by the District of vendor's clients other than those provided as customer references.
  - 7. Vendors are request to include the address of where the support staff (systems engineer) is located.
- E. **Cost.** One time and maintenance (if procured) and support cost(s) will be used to evaluate the total cost of the system. Cost to integrate to District's current environment will also be factored in the evaluation process.

In developing their cost, vendors must keep the following in mind:

- No adjustments will be allowed (including corrections) to the cost after the submission deadline. Cost proposed must contain no corrections or erasures.

As part of the evaluation process, the District may invite selected vendors to make a presentation of their bid response. At its option, the District may request a best and final response from selected vendors.

F. The District will evaluate the above elements using the following weighted criteria.

Criteria	Weighted Percentage
Costs - One time and annual maintenance and support cost as proposed	40%
Any additional cost to transition the proposed solution	25%
System Feature Capabilities and Ease of Use and Administration, Compatibility with existing environment.	20%
Vendor Experience, Support and Customer Reference	15%

The District reserves the right to waive minor defects in a bid response during the evaluation process if it is deemed not to have any material effect on the final outcome.

The District will award the contract to the vendor with the best value and one meeting the RFB specifications.

## 1.6 Contract Terms and Conditions

A. **Contractual Conditions.** The following contractual conditions, in addition to system requirements and installation terms, shall be included in the contract entered into by the District and the successful vendor.

1. **Number of Vendors.** The District will establish contract(s) with one successful vendor. All materials and services proposed will be procured under these contracts. The vendor may have subcontractors. Any agreements between the vendor and subcontractors must not conflict with the terms of the agreement between the District and the vendor.
2. **Laws of Minnesota and Effective Date:** The contract between the District and the successful vendor shall be governed by the laws of the State of Minnesota. The contract shall be effective on the date it is approved and signed by the District.
3. **Risk of Loss or Damage:** The District shall be relieved from all risks of loss or damage to the materials during periods of transportation, installation, and during the entire time it is in possession of the successful vendor and until such time as unencumbered title for the system is vested in the District and it is in the exclusive possession of the District.

Should the system components be lost or damaged, under such circumstances, the District is relieved from the risk of loss or damage.



4. **Successful Vendor's Liability:** The successful vendor shall be liable for damages resulting from injury to a person and/or damage to the property of the District, employees of the District, or persons designated by the District for any purpose, prior to or subsequent to acceptance, delivery, installation and use of the system or service either at the successful vendor's site or at the District, provided that the injury or damage was caused by the fault or negligence of the vendor.

The vendor agrees to at all times to protect, defend, indemnify, and save the District (including the District employees) from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the said vendor, his employees, subcontractors, and the like, in the performance of this agreement.

5. **Assignment of Interest:** The successful vendor shall not assign any part of its interest in this agreement without prior written consent of the District or agents thereof.
6. **Permits:** The successful vendor shall be responsible for any and all permits required.

- B. **Date of Acceptance.** The contract will be considered substantially complete under the following conditions:

1. All of the work has been completed in accordance with the contract and specifications.
2. The system operates in conformance with manufacturer's published specifications.
3. Completion of 30 consecutive days of operation without major system problems or failure from when the system or service is turned over to the District for use. Failure within this period would re-start the 30-day period.

The vendor shall certify in writing to the District Project Manager (to be announced at the time of contract award) when the system or service is installed, operational in accordance with the specifications stated above, and ready for use. The District will start its acceptance testing. At the end of the acceptance period, upon the District's written acceptance, operations control becomes the responsibility of the District. This constitutes Date of Acceptance.

- C. **Contract Period.** This contract will be for a period of eighteen to twenty-four months, renewable annually for two additional years. The initial term of the contract will commence upon award by the District and end on September 30, 2020.
- D. **Contract Renewal.** The District reserves the right to renew the contract annually at the same terms and conditions upon mutual agreement of the contracting parties.
- E. **Contract Duration Pricing.** For the duration of the contract term, the successful vendor must pass on to the District all discounts and price reductions made available to other customers using similar services. At no point will the vendor be allowed to raise cost above the stated contract price.
- F. **Reimbursement of Liquidated Damages.** If the vendor fails to provide a complete and operational

system by the specified or otherwise agreed-upon date of completion, the District will receive reimbursement for liquidated damages of \$500 per calendar day until such is provided.

- G. **Installation.** Prior to installation of equipment or service, approval of installation plan shall be obtained from the District Project Manager.
- H. **Status of Responses.** The District reserves the right to accept or reject any or all responses and waive formalities or irregularities in the process. A response once submitted shall be deemed final and binding on the vendor, and shall constitute an option with the District to enter into a contract upon the terms set forth in the RFB.

The District reserves the right to negotiate on any or all components of each response submitted. From the time the responses are submitted until the formal award of a contract, each response is considered a working document and, as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

According to state law, the content of all responses and related correspondence, which discloses any aspect of the evaluation process, will be considered public information when the award decision is announced. This includes all responses received to the RFB, both the selected bid response and the responses(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

- I. **Incurring Costs.** The District disclaims any financial responsibility for any costs incurred by the Vendor in responding to this RFB, whether or not it is the successful vendor, these costs include but are not limited to, bonding, legal costs for any reason, visitation costs, reproduction, postage and mailing.
- J. **Permission to Proceed.** The vendor must obtain the District's written permission from Project Manager before proceeding with any work necessitating cutting through any part of any District building structure.
- K. **Performance and Payment Bond/Payment Schedule for Purchase Option.** Performance and Labor and Material Payment Bonds in the amount of the full Contract Sum may be required of the successful vendor if the District chooses the purchase option. Performance and Labor and Material Payment Bonds must be furnished within 10 days of awarding the contract if requested. The successful vendor must comply with all Minnesota State requirements regarding bonding. Vendor will invoice the District for payment after installation. Payment will be subject to a 10% retainage.
- L. **Payment.** The District will pay undisputed invoices within 30 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425). All undisputed invoices need to be into the office by the 10th of each month in order to be paid by the end of the month.
- M. **Taxes.** Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments

thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful vendor to reclaim such charges.

- N. **Insurance.** The successful vendor must purchase and maintain insurance to protect the vendor from claims set forth in the following paragraphs that may result from the vendor's operations under the contract, whether the operations are by the vendor, by a subcontractor, or by anyone employed by either.

The vendor shall be responsible for all losses that fall under any deductibles on required insurance coverage. If subcontractors are employed, the vendor shall procure and maintain any bodily injury and property damage liability insurance for and on behalf of the vendor for claims and damages resulting from acts of subcontractors in the same amounts as required for claims and damages resulting from acts of the vendor

The vendor agrees to indemnify and render the District harmless from any and all claims, demands, damages, actions, or causes of action, to arise against the District by reason of the vendor's performance of the contract. The District shall be named as an additional insured on the required liability policy. Such insurance shall be acquired for and on behalf of the vendor in protecting the vendor from claims for damages for bodily injuries, including sickness or disease, death, and for care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations by the vendor or any directly or indirectly employed by the vendor. A vendor shall be required, as a minimum, to carry the following insurance coverage and types:

1. **Commercial General Liability:** Vendor will maintain insurance with limits of at least \$1,500,000 each occurrence for commercial general liability including bodily injury, property damage, personal injury, product liability and contractual liability through the effective period of the contract. Policies will name the District as an additional insured on a primary basis with respect to the operations of the Vendor using form CG2026 or its equivalent.
2. **Business and Auto Liability:** The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be \$2,000,000.00 per occurrence Combined Single Limit (CSL).
3. **Worker's Compensations:** The vendor must provide worker's compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide worker's compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.
4. **Errors and Omissions (E & O) Insurance:** The vendor will be required to maintain insurance protecting it from claims the vendor may become legally obligated to pay resulting from any

actual or alleged negligent act, error or omission related to the vendor's professional services required under this contract.

The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

The vendor will be required to submit certified financial statement providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify District of any changes in insurance coverage or carrier by Vendor or any subcontractor.

The vendor shall provide the District with a certificate of insurance in a form acceptable to the District prior to commencement of the contract. The certificates and insurance policies required in the above paragraphs shall contain a provision that coverage afforded under the policies cannot be canceled, materially altered, or allowed to expire until at least 30 days prior written notice has been given to the District.

- O. **Independent Contractors.** The vendor and all his employees shall **not** be considered employees of the District while engaged in the performance of any work or services required herein, and shall be Independent Contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the District.
- P. **Other Required Contract Terms.** The following other contract terms shall apply.
1. **Hazard Communication Program:** Prior to execution of an agreement, the vendor shall provide the Health and Safety Supervisor with a copy of its Written Hazard Communication Program as required by OSHA Standard 29 CFR 1200(e) through (g) for all hazardous components and materials used. At a minimum, this shall include Material Safety Data Sheets (MSDS) and warning labels affixed to hazardous substance containers used by the vendor.
  2. **Indemnifications:** Any and all claims that arise or may arise against the vendor or its agents, servants, or employees as a consequence of any act or omission on the part of the vendor or its agents, servants, or employees while engaged in the performance of this contract shall in no way be the obligation or responsibility of the District. The vendor shall indemnify, hold harmless, and defend the District and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the District and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the vendor's obligations pursuant to this contract. The District shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.
  3. **Default:**
    - a. *Force Majeure:* Neither party shall be held responsible for delay, nor failure, to perform when such delay or failure is due to any of the following unless the act or occurrence could have been

foreseen and reasonable action could have been taken to prevent the delay or failure:

- \* Fire, Flood, or Epidemic
- \* Strikes
- \* Wars
- \* Acts of God
- \* Unusually severe weather
- \* Acts of public authorities
- \* Delays or defaults caused by public carriers

Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.

4. **Inability to Perform:** If the contract vendor is unable to perform under the terms of the contract, the District reserves the right to cancel the contract immediately.
  5. The vendor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the system or service purchased by the District. The vendor shall immediately notify the District in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, the District shall determine whether such inability requires a modification or cancellation of the contract.
  6. **Duties to Mitigate:** The contract between the District and the successful vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees. If suit is brought by either party to this RFB to enforce any of its terms (including all component parts of the RFB and response documents), and the District prevails in such suit, the vendor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees, and investigation expenses.
- Q. **Nondiscrimination:** During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:
- Minnesota Statute Ch. 363
  - The Equal Employment Opportunity Act of 1972
  - Executive Order 11246
  - The Rehabilitation Act of 1973
  - The Age Discrimination in Employment Act of 1967
  - The Equal Pay Act of 1963
  - Minnesota Statute 181.59
  - The Job Training Partnership Act of 1982

- R. **Access to Records/Audit:** Vendor's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by the District and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, subd. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The vendor agrees to maintain such data for a period of 3 years from the date services or payment was last provided or made, or longer if any audit in progress requires a longer retention period.
- S. **Safety:** The vendor will comply with all State and Federal laws as they relate to employee safety, including, but not limited to AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, and Lock-Out Tag-Out.
- T. **Human Rights Certificate: Minnesota Human Rights Statute 363.073 Certificate of Compliance for Public Contracts**  
For all contracts for goods and services in excess of \$100,000.00, no department or agency of the state shall accept any proposals or responses for a contract or agreement from any business having more than 40 full-time employees within this state on a single working day during the previous 12 months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals, submitted to the commissioner of human rights for approval. No department or agency of the state shall execute any such contract or agreement until the affirmative action plan has been approved by the commissioner of human rights. Receipt of a certificate of compliance issued by the commissioner shall signify that a firm or business has an affirmative action plan that has been approved by the commissioner. A certificate shall be valid for a period of two years. A municipality as defined in section 466.01, subdivision 1, which receives state money for any reason is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled and submit the plan to the commissioner of human rights.
- U. **Tobacco:** No person may smoke or use a tobacco product including E-Cigarettes (1) in any building or upon any grounds owned or leased and occupied by the District, or (2) in any location or facility during any school or the District -sponsored educational program, activity, or event, regardless of the location of such activity or event. The term "smoke" shall include smoking a cigarette, cigar, or pipe, or carrying a lighted cigarette, cigar, or pipe. The term "use a tobacco product" shall include chewing of tobacco or snuff or the consumption of any other tobacco product.
- V. **Infringement on Adjoining Property:** The vendor is to exercise care to ensure that infringements on adjoining property is avoided in the process of work under the contract. Any damage resulting from infringement on adjoining property must be made good immediately by the vendor responsible at the vendor's expense.

The vendor is obliged to replace, restore, or rearrange, in a manner satisfactory to the District, any components of lawns, streets, pavements, curbs, sidewalks, or boulevards such as lamp posts, poles, conduits, wires, hydrants, underground mains of other property owners, etc., which have been removed, displaced, disturbed, or interfered with as the result of work under the contract. Should the vendor cause damages to any other work or person employed in the work, the vendor agrees, upon due notice, to settle with such person by agreement or arbitration, if such person will settle. The vendor agrees to defend any suits at the vendor's expense and pay all costs arising there from without any cost to the District.

- W. **Temporary Facilities:** If needed, the vendor will be required to maintain its' own storage area on the site. Storage space within the building will not be provided.
- X. **Utility Clearances:** For projects involving excavation, trenching, borings, etc., the vendor is required to contact Gopher State One-Call, Inc., for location of underground telephone, electrical lines, water, sewer, or natural gas lines, and prior to digging.
- Y. **Use of the District Facilities:** Means of ingress or egress in the District buildings or offices shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from the District. The vendor shall phase the work to ensure minimal disruption to the buildings' operations. Work involving significant amounts of noise, construction debris, etc., shall be performed while classes are not in progress. These times vary by site and should be negotiated in advance with the District Project Manager.

The vendor's materials, tools, supplies, or debris shall not be stored or allowed to accumulate in occupied areas (corridors, classrooms, office areas, etc.). The District assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts that may occur to the vendor's materials.

The vendor must propose to the District a definite schedule so the District can arrange for appropriate staffing. Any changes to the schedule must be approved by the District and submitted by the vendor no less than 24 hours before the anticipated change.

- Z. **Cleanup:** The vendor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract before final inspection. Surplus materials and all cabling components shall be promptly removed from the site upon completion of the work. In case of undue delay or dispute, the District may remove rubbish, materials, and cabling components, and charge the cost to the vendor, with such action permissible by the District Project Manager 48 hours after a written notice has been transmitted to the vendor. Prior to final acceptance, the vendor shall restore all areas affected by the work to their original state of cleanliness and repair all damage done to the premises, including the grounds, by the vendor's workmen and equipment.
- AA. **Special Controls:** The building, project site, and adjoining property must be protected by the vendor from objectionable dust and wind-blown debris. In addition, necessary controls shall be provided to prevent pollution of the air by odors or particulate matter. Reasonable precautions must be exercised to prevent vandalism and to safeguard the public at the existing building.
- BB. **Security:** The vendor and any subcontractors of the vendors shall comply with District policy for security and security identification (e.g. security badge, etc.) requirements.



## SECTION II – WIRELESS ACCESS POINTS

### 2.0 Wireless Access Points

The District is looking for wireless access points. Please see Attachment A for details. Equivalents will be considered.

### 2.1 Implementation Services (M)

As part of their response, vendors should include separately cost for design and implementation services.

- A. Upon contract award, meet with District staff and finalize a network design, configuration, and implementation plan.
- B. Document and review with District staff individual building and network design configurations including IP addressing, equipment and patch cable types and quantities, and cutover plans.
- C. Install, configure, and test the management tool hardware and software.
- D. District will develop a cutover schedule based on input from school administration and technology staff. This will be shared and agreed upon with the successful vendor. Any changes to the schedule must be approved by the District and submitted no less than 24 hours before the anticipated change.
- E. Provide training to transfer knowledge of the overall network and wireless access point configurations as implemented, network management tools, backup procedures, and review of documentation provided.
- F. Provide a set of two documentation packages that include diagrams, configurations of switch and VLANs (e.g. in a spreadsheet format), wireless access points, narrative of network management tools and scripts implemented, training materials, and standard set of documentation for each model of equipment installed.

The District may choose to implement the equipment using District resources. As such cost for such services must be provided separately in Alternate 1.

### 2.2 Training Resources (M)

The District requires that the equipment vendor identify separately the cost for training resources (or training credits to equipment vendor training classes) for two District staff.

### 2.3 Equipment and Software Warranty and Support (M)

Vendors must, at a minimum, indicate that the equipment proposed will be supported for seven years. The District is requesting that the vendors include separately:

- A. Three years of hardware/software warranty on all proposed hardware – 8x5.
- B. Provide trouble reporting number 24 hours x 7 days.
- C. Four hour response for non-emergency service request.

Support should begin on the date of acceptance. Support includes ability to contact technical assistance center 24 hours, 7 days a week.



Cost for Basic Maintenance if any should be identified separately as Alternate 2.

If lifetime hardware /software warranty is included, please clearly identify what software support (none, bug fixes only, upgrades), and technical support center access (none, business hours, 24x7) is provided as part of lifetime warranty.

#### **2.4 Client References and Equipment Demonstration (M)**

Vendors must provide a minimum of three client references of similar scope and complexity that have implemented their equipment proposed in this RFB. References must be for clients that the vendor has installed and not simply the manufacturer equipment proposed by the vendor that has been installed by vendor. References within the State of Minnesota is desirable.

Client references must include the following:

- A. Name, Organization, Address, Telephone Number, E-Mail Address
- B. Manufacturer and model number of systems installed at client referenced
- C. Date of installation/cut-over
- D. Description of the project.

The District evaluation team will make all reasonable attempts to reach the specified references. In the event references do not call back, the evaluation process will consider it a no reference.

#### **2.5 Manufacturer and Subcontractor Relationship (M)**

Vendors must include their relationship (i.e., distributor, branch, partner, etc.) with the manufacturer for all of the components being proposed. Vendors must specify if any portion of the work is to be subcontracted, and the name of the subcontractor must be provided. In any event, the vendor shall remain fully responsible to the District for performance of all items under the contract.

#### **2.6 Customer Provided Resources (M)**

Vendors must clearly identify any equipment and resources it expects the District to provide during implementation to make the overall system operational.

#### **2.7 Product Literature (M)**

Vendors must include as part of their response product literature that describes the products and provides sufficient information about all of the capabilities provided.

#### **2.8 Additional Benefits (D)**

Vendors should list any additional benefits that they would like to provide the District at no cost as part of their response. The District would consider this during bid response evaluation. Any offer must clearly identify any cost the District would incur in the future (e.g. maintenance, upgrades, etc.) if the District were to consider accepting it.

#### **2.9 Support Questions (M)**

Please provide answers to the following questions:

- A. How many techs do you have that are certified in the product you are submitting within 60 miles of Eden Prairie.
- B. Please provide the address of the office where the Systems Engineer is located.
- C. Please provide your E-Rate SPIN.

## **SECTION III – BID COST**

### **3.0 Cost Sheets**

Vendors are requested to use Tables 3A - Table 3C to complete their cost response. Any assumption in developing costs should be clearly documented. Vendors should note that the District is sales tax exempt.

### **3.1 Table 3A – Base Cost - Wireless Access Points**

Vendors should use Table 3A to provide cost for Wireless Access Points for 1 and 3 year option, etc.

### **3.2 Table 3B – Alternate 1 - Implementation Cost**

Vendors should use Table 3B to provide cost for implementation services.

### **3.3 Table 3C – Alternate 2 - Basic Maintenance Costs**

Vendors should use Table 3C to provide basic maintenance and support cost.

Warranty should include software update and support and any hardware replacement if not covered by lifetime warranty.

## APPENDIX A – WIRELESS ACCESS POINTS REQUIREMENTS

	Quantity
Part Numbers and Model Number (or Equivalent)	
<b>Wireless Access Points</b>	
Aerohive AP650 ( or Equivalent)	320
To be installed at Cedar Ridge Elementary, Eden Lake Elementary, Forest Hills Elementary, Oak Point Elementary, Eagle Heights Spanish Immersion, Prairie View Elementary, Early Childhood	
Access points must be compatible with Aerohive HiveManager online cloud controller (or equivalent).	
<i>Quotes/bids should be for access points only. Controller licenses will be ported over from devices being replaced. If proposed access points are not compatible with HiveManager controller licenses, then additional controller/management license costs should be noted.</i>	
<b>Implementation Services including Training and Documentation</b>	All equipment and licenses
<b>Basic Maintenance and Support</b>	All equipment and licenses

**TABLE 3A – BASE EQUIPMENT COST - WIRELESS ACCESS POINTS**

<b>Extreme Networks Part Numbers and Model Number (or Equivalent)</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
<b>Wireless Access Points</b>	320		
Aerohive AP650 ( or Equivalent)			

**TABLE 3B – IMPLEMENTATION SERVICES COST**

<b>Part#</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
	Wireless Access Point	320		
	Other (Please list)			

**TABLE 3C – BASIC MAINTENANCE AND SUPPORT COST**

<b>Part#</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
	Wireless Access Point	320		
	Other (Please list)			

**ATTACHMENT A - AFFIDAVIT OF NON-COLLUSION FORM**

**EDEN PRAIRIE PUBLIC SCHOOLS  
WIRELESS ACCESS POINTS, IMPLEMENTATION, AND MAINTENCE AND SUPPORT SERVICES**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if responder is an individual), partner in the responder (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation);
2. That the attached response or responses have been arrived at by the responder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common source of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to respond designed to limit independent response or competition;
3. That the contents of the response or responses have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder of its surety on any bond furnished with the response or responses, and will not be communicated to any such person prior to the official review of the response or responses; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit:

SUBMITTED BY:

Firm Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Date \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2018

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

**ATTACHMENT B - STATEMENT OF AFFIRMATIVE ACTION FOR EQUAL OPPORTUNITY  
EMPLOYMENT**

**EDEN PRAIRIE PUBLIC SCHOOLS  
WIRELESS ACCESS POINTS, IMPLEMENTATION, AND MAINTENCE AND SUPPORT SERVICES**

Being a duly authorized agent of the firm, I do hereby certify that \_\_\_\_\_  
is actively participating in an affirmative action program. No person, on the basis of race, color, creed, religion,  
national origin, sex, age, marital status, or status with regard to public assistance, is excluded from full  
employment rights or otherwise subjected to discrimination under any program, service, or activity under the  
provisions of any and all applicable Federal and State laws against discrimination, including Civil Rights Act of  
1964 and Minnesota Statute 363.

It is also agreed that, upon request, Eden Prairie Public Schools will be furnished all necessary information and  
reports to support compliance with such laws.

Signed \_\_\_\_\_

Typed Name \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_

My commission expires \_\_\_\_\_



## ATTACHMENT C – ACCEPTANCE FORM

### EDEN PRAIRIE PUBLIC SCHOOLS WIRELESS ACCESS POINTS, IMPLEMENTATION, AND MAINTENCE AND SUPPORT SERVICES

I, the undersigned, hereby certify that I am a duly authorized agent of \_\_\_\_\_ to submit this bid response for consideration and acknowledge that the bid response document for RFB for Wireless Access Points, Implementation and Maintenance Services have been received and agree to terms contained therein.

Receipt of the following Addenda/Amendments to the RFB Documents and their costs being incorporated in the bid response is acknowledged.

Document No. \_\_\_\_\_

Received \_\_\_\_\_ (date)

Document No. \_\_\_\_\_

Received \_\_\_\_\_ (date)

Document No. \_\_\_\_\_

Received \_\_\_\_\_ (date)

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Print or type name)

VENDOR  
NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

INCORPORATED IN THE STATE OF: \_\_\_\_\_