

STILLWATER AREA PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

Wireless Access Points & Controllers

**Due: 5:00 PM CST
January 31st, 2024**

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SECTION I – GENERAL INFORMATION

1.0 Background, Purpose, and Definitions

This request for proposal (RFP) invites vendors to propose copper cabling and installation services for use by wireless access points for Stillwater Area Public Schools, Independent School District #834.

The RFP includes a number of alternates for different types of cabling and termination components as well as wireless access point, data switches and installation services. Vendors may respond to the wireless or data switches alternate, or the cabling RFP. If a vendor chooses to respond to the cabling RFP, they must include a response to all of the cabling component alternates. Vendors may use an experienced sub-contractor (or partner) for this RFP.

The District will be filing for Federal Government E-rate funding and the procurement of any of the components is subject to the School District being approved for this funding as well as School Board approval of budget for these components. Vendors responding to the RFP must have a Service Provider Identification Number (SPIN) or apply for one and agree to abide by E-Rate program rules.

The term “District” means Stillwater Area Public Schools, Independent School District #834 and any department or board of the School District. The term “Vendor” means the person, firm, or corporation who is submitting this proposal for consideration to furnish and deliver the specified merchandise or services. The term “LT” means local time of the District.

1.1 Vendor Questions and Dates

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

Shae Green & John Perry

greens@stillwaterschools.org & perryj@stillwaterschools.org

The following dates have been established:

Description	Date
RFP issued	December 1, 2023
Site Walk/Survey Signup Deadline	December 22, 2023
Site Walk/Surveys	December 28 and 29, 2023

Last day for vendor questions	January 12, 2024
RFP response due	January 31, 2023 (5PM CST)
Contract award (estimated)	February/March 2024
System installed and in operation	See Appendix A

1.2 RFP Response and Affidavit

RFP responses must be fully contained in a one single PDF file per response. Multiple responses may be included in a single email. All Responses must be emailed to GREENS@STILLWATERSCHOOLS.ORG and PERRYJ@STILLWATERSCHOOLS.ORG with the subject line "WIRELESS RFP RESPONSE" no later than 5PM CST on January 31st, 2024.

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 proposal will be sent by the District to each vendor. These addenda will become part of the proposal and will be included by reference in the final contracts between the vendor(s) and 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.

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 RFP should be presented in the same order as is this RFP (item by item).

To provide uniformity and to facilitate comparison of proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this proposal. All information submitted must be noted in the same sequence as it appears in this proposal.

The vendor must include as part of their response:

1. A signed affidavit of non-collusion
2. A signed Statement of Affirmative Action Compliance
3. Acceptance Form

The District plans to apply for E-Rate funding (Category 2) for equipment and services procured under this RFP. 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.

Proposals 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 proposal or parts of such proposals, to reject any or all proposals, and to

waive irregularities and informalities in the RFP procedures, and to act in its best interest.

The District will only provide the names of vendors who have submitted proposals by the due date and time if requested. 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 RFP 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 cabling solution. Solution must comply with the requirements as outlined in the RFP.
- C. Cost information as requested in the RFP.

Failure to submit proposals in accordance with the requirements of this RFP will be grounds for rejection. Vendors must warrant that the proposed 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 proposal 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 RFP.

Vendors must respond to all the components (except as noted) as set forth in the RFP. 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 RFP:

- 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 solution.
- B. The proposed solution 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 RFP.
- C. Each vendor is required to submit proposed contracts, catalog data, and technical information including design calculations and layout drawings that completely

describes the solution and associated services. Information provided will be used during the evaluation process. All general contents of this RFP 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 proposal.
- 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 proposals and/or to issue invitations for new proposals.
- 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 RFP.
- G. To preserve the integrity of this RFP, vendors are requested to not contact any individual within the district except those designated on the RFP, prior to the award of the contract. Please note that inappropriate contacts by a prospective vendor may be subject to disqualification from the contract award process. Vendors may submit questions, in writing, by January 12, 2024 and answers will be posted on the RFP website for all prospective respondents to view.
- H. The vendor is required to review this document and to become familiar with the requirements necessary to make a complete proposal in compliance with local, state, and federal codes and the RFP specifications. Failure to review the provided information regarding this project will not relieve the vendor from submitting a complete and fully responsive proposal.
- 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.
- J. The District is not responsible for locating or securing any information that is not identified in the RFP and reasonably available to them. To ensure that sufficient information is available, the vendor must furnish as part of the proposal, all descriptive material necessary for the District to determine whether the response meets the requirement of the RFP 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 RFP 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 RFP evaluation process.

- A. **Vendor Qualifications.** Vendors responding to the RFP must have the following

minimum qualifications:

1. The company or the subcontractors used must have a minimum of five years of experience in installing the solution or solution similar to that being proposed.
2. The company and subcontractors must be currently licensed as an Electrical Contractor or Technology Systems Contractors in compliance with Minnesota State Statutes.
3. Onsite installers must have Power Limited Technician license as per Minnesota State Statutes.
4. The company or subcontractors used must have successfully installed cabling in entities of similar scope and complexity.
5. 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.
6. Manufacturer partners, distributors, and subcontractors responding to this RFP must be authorized by the manufacturer to sell and certified to support the material and components 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 RFP.

- B. **Proposed Solution Against the Requirements of the RFP.** Solutions not meeting the requirements stated in the RFP will be eliminated from further consideration at this stage in the review process.
- C. **Compatibility & Feature Evaluation.** Vendor proposals 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.
- D. **Support and Maintenance Capabilities.** Vendors will be evaluated for their support and maintenance capabilities, including the following variables:
1. Years of experience
 2. Number of staff trained in solution 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. 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.
- E. **Cost.** Total Cost of Ownership will be evaluated over a 5-year projection. This projection will include any required licensing or subscription fees related to the products included in the proposal which are reasonably required. This would specifically include the licenses or subscriptions required to operate a supported wireless controller and associated access points. It would exclude wire maintenance plans for internal wiring.

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

- No adjustments will be allowed (including corrections) to the cost proposal after the submission deadline. Cost proposal must contain no corrections or erasures.
- Any work done will need to be scheduled with the district. Please consider the

scheduling limitations when providing costs in your proposal.

- All work will need to be scheduled and coordinated through the District's Technology Department.
- E-Rate eligibility of services and products - the District will consider factors other than price alone in the consideration of bids however price for E-rate eligible goods and services will be the primary factor considered"

As part of the evaluation process, the District may choose to meet with selected vendors. At its option, the District may request a best and final proposal from selected vendors.

- F. The District will evaluate the above elements using the following weighted criteria. Evaluation will be done separately for i) for cabling, ii) wireless access points, and iii) data switches and implementation services:

Criteria	Weighted Percentage
E-Ratable Cost	35%
Support and Maintenance	25%
System Capabilities & Features	25%
Vendor Qualifications	15%

The District reserves the right to waive minor defects in a proposal 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 proposal specifications. More than one vendor may be selected.

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 contracts with one or more successful vendors. 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 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 on 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 solution 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 solution 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 solution 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 the Date of Acceptance.

- C. **Contract Period.** This contract must be completed within the federal eRate window

to meet funding requirements for the April 1st 2024 - September 30th 2025 cycle.

- D. **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.
- E. **Reimbursement of Liquidated Damages.** If the vendor fails to provide a complete and operational solution by the specified or otherwise agreed-upon date of completion, the District shall have the option to impose a \$500 per calendar day late completion penalty until substantial completion is determined by the District.
- F. **Installation.** Prior to installation of any cabling, approval of the installation plan shall be obtained from the District Project Manager.
- G. **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 proposal 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 RFP.

The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal 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 proposals and related correspondence, which discloses any aspect of the proposal process, will be considered public information when the award decision is announced. This includes all proposals received in response to this proposal, both the selected proposal and the proposal(s) not selected. Therefore, the District makes no representation that it can or will maintain the confidentiality of such information.

- H. **Incurring Costs.** The District disclaims any financial responsibility for any costs incurred by the Vendor in responding to this proposal, 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.
- I. **Permission to Proceed.** The vendor must obtain the District's written permission from the Project Manager before proceeding with any work necessitating cutting through any part of any District building structure.
- J. **Performance and Payment Bond/Payment Schedule for Purchase Option.** Performance and Labor and Material Payment Bonds in the amount of the full Contract Sum will 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. 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.
- K. **Payment.** The District will pay undisputed invoices within 35 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).

- L. **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.

- M. **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 statements providing evidence the vendor has adequate assets to cover any applicable E & O policy deductible.

Vendor will notify the 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.

- N. **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.
- O. **Additional Required Contract Terms.** The following additional 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:**

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. 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.
5. **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 Proposal to enforce any of its terms (including all component parts of the Proposal 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.

P. **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, law 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

Q. 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.

R. 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.

S. 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 Proposal 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.

T. Tobacco: No person may smoke or use a tobacco product (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.

- U. **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 therefrom without any cost to the District.

- V. **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.

- W. **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.

- X. **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.

- Y. **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.

- Z. **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.
- AA. **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 – CABLING AND INSTALLATION, WIRELESS ACCESS POINTS AND CONTROLLERS, DATA SWITCHES AND IMPLEMENTATION REQUIREMENTS

2.0 General Information

This RFP is being issued to procure wireless access points, controllers (cloud or local), and Installation services.

2.1 Wireless Access Points & Controllers

The District is looking to procure a single, homogeneous, wireless access solution for all campuses. The District recognized that some solutions do not need or require a site-based controller. The District recognizes that some solutions do not require any controller. Responses should include licensing and support options for 1, 3, and 5 Years. Systems will be evaluated for the following capabilities:

Extreme Networks AP5010 Wi-Fi 6E Indoor Universal Wireless Access Point or equivalent

Specific Emphasis on: 2.4GHz + 5Ghz + 6Ghz
4x4 Antenna Arrays
Full Wifi 6e support

2.2 Installation Services and Additional Items

As part of their response, vendors should include installation services for Wireless Access Points & Controllers (local or cloud). Most or All install locations currently have a wireless access point installed on 2x Cat6a cabling.

2.3 Material Information

Vendors must include material information (manufacturer part#) provided in their response. Information should be provided for the cable and associated components - terminations blocks, patch panels, patch cord, etc. Manufacturer web site link where the part number can be verified should be included in the response.

2.4 Cable Installation – Methods and Procedures (if required)

Minimal cabling may be required totalling less than <5000' as discovered during the site walks. While we anticipate the access points can and will be upgraded "in-place" using existing cabling, it is possible that during the site walks, vendors may identify wiring that is inadequate for the proposed solution. The following should be observed during any required cable installation.

- a) The cabling vendor shall perform all work required for the completion of the installation in a skillful and craftsman like manner.
- b) Materials used for the completion of the installation shall be new, the best of their respective kind, and manufactured for the purpose that they are being used.
- c) There shall be no substitution of the materials listed for installation and/or the expected method of installation without the prior written approval of the District Project Manager.

- d) The installation of all materials and devices shall be in accordance with the latest manufacturer's published procedures, specifications, and recommended procedures.
- e) All materials shall be delivered in their original unopened packaging and stored in an enclosed secured area providing adequate protection from damage and/or loss. Damaged or deteriorated materials shall be removed from the building property immediately and replaced at no cost to the District.
- f) Contractor shall perform all tests required by local authorities in addition to tests specified herein.
- g) Adhere to manufacturer's published specifications for pulling tension, minimum bend radii, and sidewall pressure when installing cables. Where the manufacturer does not provide bending radii information, minimum bending radius shall be 10 times cable diameter.
- h) Do not use excessive force when pulling cable. The maximum pull-force guideline for a 4-pair horizontal UTP should not exceed 110N (25lb/f). Meeting this guideline avoids stretching conductors during installation and the associated transmission degradation.
- i) Do not stretch, stress, tightly coil, bend or crimp cables during the installation. The Contractor, at the Contractor's expense shall replace all abused or stressed cables.
- j) Be careful in the use of cable ties due to the potential for over-cinching of cable bundles, which can alter the cable geometry and degrade the system cabling performance. Use hook and loop fasteners where needed. Tie wraps are to be hand tightened on cables or cable bundles and are not to deform the cable jacket or crimp the sheath. Where additional pressure is required to support the cable, kellums or cable grips are to be used.
- k) Contractor is responsible for ensuring that the maximum tensile load and or pulling tensions do not exceed that specified by the manufacturer of the cable. Installation shall include additional pull boxes, junction boxes, equipment and lubrication for a proper installation.
- l) Penetrations through floor and fire-rated walls shall utilize an approved sleeving method, such as intermediate metallic conduit (IMC) or galvanized rigid conduit (GRC) sleeves. All penetrations shall be fire stopped after cable installation and testing, utilizing a fire stopping assembly approved for that application – See Fire Stopping Specification.
- m) Ensure that all telecommunications cable supports (cable loops, cable tray, conduits, etc.) are fully installed before proceeding with cable installation. At no times shall cables be installed and left unsupported. At no times shall cables be tie-wrapped to any other supporting structure in lieu of specified cable supports. When required, anchor J-hooks to the structure above. Provide cable loops at a maximum interval of every 6 feet.
- n) The Contractor is responsible to provide adequate support to ensure that all cabling runs are neatly bound and secured to the structure. Horizontal cable not in conduit must be secured at six foot intervals (at least) unless in cable trays. "D" rings or "J" hooks may be used.
- o) Cable must not rest upon or against lighting fixtures, upon dropped ceiling panels or the accompanying support structure. Cable may not be draped over or fastened to pipes or conduit.
- p) No surface raceway will be installed without the permission of the District Project Manager.
- q) Do not allow telecommunication cables to run parallel with electrical cables/conduits, unless they are separated by a minimum of 12 inches. Any telecommunications cables that must cross over electrical cables/conduits shall do so only at 90-degree

angles.

- r) Cable routing shall be such that the cable is not closer than six (6) inches from light fixture ballasts; twelve (12) inches from conduit and cables used for electrical power distribution; and four (4) feet from motors, transformers and/or any other device capable of emitting RF noise and electromagnetic interference.
- s) The UTP data cable lengths are to be kept at two hundred ninety-five (295) feet or less. The Contractor shall notify the District Project Manager prior to the cable installation, if a UTP data cable could exceed the two hundred ninety-five (295) foot length. Rerouting the cable will be reviewed. The rerouting of any cable installed that is over the two hundred ninety-five (295) foot limit and the District Project Manager was not notified will be at the Cabling Contractor's expense.
- t) No splicing of low voltage cable is allowed.
- u) Any materials that are considered to be unsafe to life or the environment, such as asbestos, lead paint, etc., are not to be used or installed.
- v) Minimal cable jacket shall be removed for termination per the manufacturer's specifications. The twist of each pair shall remain natural to final termination. No twist should be added to the pairs after the jacket has been removed. No more than 0.5" of untwist is acceptable. Contractor shall refer to the manufacturer's recommended procedure for terminating the connector.
- w) All RJ-45 termination must comply with EIA 568B standard pinning.
- x) Each cable will be supported up to the point of termination through the use of the termination component's strain relief bars, wire tie eyelets or other mechanisms as recommended by the manufacturer.
- y) Craft personnel shall be qualified to perform the work activities and be knowledgeable in color coding of UTP and fiber cables, bonding and grounding of cable tray and equipment racks, testing conductors for electrical continuity, testing multimode optical fiber conductors for loss budgets at a wavelength of 850nm and 1300nm, and single mode at 1310 nm and 1550 nm, testing of copper conductors for length, wire mapping, Insertion Loss, Return Loss, NEXT, PS-NEXT, ELFEXT, PS-ELFEXT, ACR, PS-ACR at all frequencies, termination or connection of unshielded twisted pair cable on all specified connectors, electrical protection blocks and termination, termination of optical fiber cables on all specified connector.
- z) Generally accepted industry standards, as well as manufacturers' written installation instructions, will be used for in-process quality control and final acceptance of the work installation.

2.5 Fire Stopping

- a) All interior full height walls (extending from floor slab to underside of floor or roof slab above), exterior walls, floor slabs, roof slabs, stairway enclosures, duct risers and elevator shafts are considered fire barriers.
- b) All penetrations through fire barriers must be fire stopped in accordance with the State and Local codes. Through floor penetrations and all penetrations installed within fire barriers shall be fire stopped to the rating of the associated floor and/or wall after the cables and/or sleeves have been installed.
- c) The fire rated material utilized to plug the penetrations that do not require a sleeve and/or the interior of a conduit sleeve shall be an approved fire stopping material. Conduit sleeves shall be caulk/sealed between conduit and cored penetration with an approved fire stopping material. Expandable foam shall not be utilized and will not be accepted by the District.
- d) Fire stop materials and assemblies shall be independently tested by nationally accepted test agencies and verified to conform to ASTM E 814, Fire Tests of

Through-Penetration Fire stops and be rated per UL 1479. Fire stopping materials shall conform to Flame (F) and Temperature (T) ratings as required by local building code. The F rating must be a minimum of one (1) hour but not less than the fire resistance rating of the assembly or surface being penetrated. When required by code authority, the materials shall carry a "T (hours)" Fire Rating Classification based on the above mentioned standards and shall be based on measurement of the temperature rise on the penetrating item(s). The fire test shall be conducted with a minimum positive pressure differential of 0.01 inches of water column.

- e) New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be fire stopped where they penetrate new or existing building construction.
- f) Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.
- g) Use materials that have no irritating or objectionable odors when fire stopping is required in existing buildings and areas that are occupied.
- h) All fire stops shall be installed in accordance with the manufacturer's instructions in order to maintain the specific rating assigned by the independent testing laboratory.

2.6 Codes, Regulations and Standards

- a) The installation shall comply fully with all government authorities, laws and ordinances, regulations and codes applicable with the installation.
- b) All cabling is to be installed according to the latest Uniform Building Code, EIA/TIA-568 and 569 standards and the latest BICSI proposed installation procedures as outlined in Telecommunications Distribution Methods Manual and Telecommunications Cabling Installation Manual.
- c) All work and materials shall be installed in accordance with the National Electric Code (Latest Edition), Federal, State and local codes and all other bodies having jurisdiction with the installation practice.
- d) Materials and equipment shall be installed in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and National Electrical Code® (NEC) and manufacturer's printed instructions.
- e) If any change in plans or specifications is required to comply with governmental regulations, the contractor shall notify the District Project Manager of the change at the time of submitting the construction schedule.
- f) Local electrical and building codes may differ from national codes. Follow the most stringent code or recommendations.

2.7 Testing

- a) The contractor shall provide a test plan and obtain approval from the District prior to testing.
- b) The contractor is to perform Test and Certification of the newly installed cabling system and is to provide test result documentation certifying that the cabling system meets industry standards. All cables are to be tested with a hand held cable tester having ISO Level IV and TIA Level III accuracy (minimum). The tester shall be within the calibration period recommended by the manufacturer in order to achieve the manufacturer-specified measurement accuracy.
- c) Cables are to be tested after the installation is complete in accordance with the field test specifications defined in the most recent TIA/EIA 568-B Standard for the type of cabling system being installed.

- d) If for any reason, a drop location raceway and/or faceplate are removed for additional work of any nature, the drop location is to be re-tested if previously tested. All cables associated with the drop location are to be re-tested. The cost of re-testing is the responsibility of the Contractor.
- e) Each UTP cable installed shall be tested and a test result printout sheet shall be furnished at the completion of the project. The test shall be performed after the final cable and device termination has been completed and the faceplate installed. The test shall be of the "Basic Link" from completed end to completed end.
- f) The test shall be conducted utilizing a scanner that will generate a swept frequency 1-250 megahertz signal on all pairs of the cable. Each pair of cable should be tested for: i) Pair mapping; ii) Cable length; iii) Attenuation; iv) Near-End-Cross Talk (NEXT) in both directions; v) Attenuation to Near-End-Cross Talk Ratio (ACR); vi) Return Loss (RL); vii) Far End Cross Talk (FEXT); viii) Power Sum Near-End-Cross Talk (PSNEXT); ix) Equal Level Far-End-Cross Talk (ELFEXT); x) Power Sum Equal Level Far-End-Cross Talk (PSELFEXT); xi) Propagation Delay; xii) Delay Skew; xiii) Impedance; xiii) Capacitance; xiv) Loop Resistance.
- g) 100% of the installed cabling links must be tested and must pass the requirements of the standards mentioned above and as further detailed in this section. Any failing link must be diagnosed and corrected. The corrective action shall be followed with a new test to prove that the corrected link meets the performance requirements. The final and passing result of the tests for all links shall be provided in the test results documentation.
- h) A representative of the District will select a random sample of 5% of the installed links. The District representative (or his/her authorized delegate) shall test these randomly selected links with the results stored. The results obtained shall be compared to the data provided by the contractor. If more than 2% of the sample results differ in terms of the pass/fail determination, the contractor under supervision of the District representative shall repeat 100% testing and the cost shall be borne by the contractor.

2.8 Labeling and Documentation

- a) The contractor and the District will agree to a labeling plan.
- b) All cables are to be individually labeled at each end. Labels shall be wrap-around, non-smear type so that the print is covered by a clear tape. Labels are to be secured to the cable jacket within 6" from the cable jacket ends for each copper cable.
- c) Labels at the drop location faceplate shall be machine made and placed appropriately. Lettering shall be readable. Handwritten labels are not acceptable.
- d) Labels at the patch panel shall be self-adhesive type made to secure to a metal surface. Label print to be machine made, and readable. Handwritten labels are not acceptable.
- e) All drop locations shall be labeled.
- f) Test reports are to be printed and assembled in binders as well as submitted in native electronic Format as well readable in industry standard software (e.g. Adobe Acrobat PDF, Microsoft Word, Excel). Contractor shall provide all appropriate software and licensing to allow the District to view the electronic form of the test results.
- g) The contractor shall provide all test records and cable records in an electronic format that is approved by the District.
- h) The contractor shall provide as-built drawings for all locations with jack number and location in PDF and DWG format.

2.9 Warranty and Certification

All work and all items of equipment and materials shall be warranted for a minimum period of one year from the date of acceptance of the work. Where a manufacturer's warranty is longer than one year, the contractor shall offer the extended warranty. The contractor shall, upon notification of any defective items, repair or replace such items within 3 business days without cost to the District, all to the satisfaction of the District.

Before final payment is made, the contractor must certify, in writing, that all fiber and UTP have been tested and meet or exceed the requirements specified in the RFP. Written certification is to be provided to the District Project Manager.

2.10 Site Walk-Throughs

The District is willing to schedule a walk-through of the buildings to allow vendors to survey and to assess building construction. Access to classroom walk-throughs will not be available except for maybe one or two classrooms that happen to be empty at the time of walk-throughs. Walk-throughs of elementary buildings will be done in one day; a second day will be available for the remaining buildings if desired, including secondary buildings, Central Services, and Early Childhood Family Center (as part of the Stillwater Junior High School walk-through). The District will conduct these walk-throughs only if there is interest from vendors. Vendors who are interested in participating in the walk through must let the District know of their desire to do so by contacting the person identified in Section I of the RFP by the date specified. If there is no response, the walk-throughs will be canceled. It is anticipated that vendors will use the information gathered during the walk-throughs to more accurately develop their cost proposal.

2.11 Client References and Material Sample

Vendors must provide a minimum of three client references of similar scope and complexity where they have installed the requested cabling system. Client references must include the following:

- a) Name, Organization, Address, Telephone Number, E-Mail Address
- b) Date of installation/cut-over
- c) 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.

Vendors must be able to provide, if requested, samples of the material being proposed for the project.

2.12 Manufacturer and Subcontractor Relationship

Vendors must include their relationship (i.e., distributor, branch, partner, etc.) with the manufacturer for all of the cabling material 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.

2.13 Customer Provided Resources

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

2.14 Product Literature, Cut Sheets

Vendors must include as part of their response product literature, cut sheets that describe the products and provide sufficient information about all of the capabilities provided.

2.15 Additional Benefits

Vendors should list any additional benefits that they would like to provide the District at no cost as part of their proposal. The District would consider this during proposal 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.

2.02 Unit Cost

Vendors in their cost proposal are asked to include unit cost for cable runs and other components as appropriate. The District may need to increase or decrease counts of cable runs and certain components and as such would utilize the unit cost to determine final cost.

2.16 Alternate Proposal

There are instances where a vendor may want to provide an alternate proposal. Vendors submitting an alternate proposal should clearly label it as Alternate Proposal and make sure that cost tables are also clearly marked as Alternate Proposal Cost.

2.17 Project Start

Vendors should provide in their response, the lead time needed for them to start the project - start installing cabling from the date of contract award.

2.18 Value Added Services

Please explain any additional services your company proposes to provide under this Proposal (Attach additional pages as needed.)

Please indicate any other value-added arrangements, unique educational features, sponsorship arrangements, and special services, discounts or terms and conditions that could be combined with this Proposal. All optional arrangements should be described separately in a standalone, clearly marked section of the response.

2.19 Vendor Support

Describe the on-going support and consultancy that the Vendor would foresee providing.

SECTION III – PROPOSAL COST

3.0 Cost Sheets

Vendors are requested to use Table 3 to complete their proposal cost by site locations (as listed in Appendix A). Any assumption in developing costs should be clearly documented. Vendors should note that the District is sales tax exempt.
a)

3.2 Prompt Payment Discount

Prompt payment discount if offered (i.e. 2% 10, net 30)

Indicate prompt payment discount _____

APPENDIX A – LIST OF BUILDINGS

Notes:

1. Address of each building can be found at the District web site
<http://www.stillwaterschools.org>

Sites	Installation Deadlines
Afton-Lakeland Elementary School	Must be installed within the contract year ending June 30, 2025. Extensions may be considered upon request as long as they fall within the required Erate deadlines
Andersen Elementary School	
Brookview Elementary School	
Lake Elmo Elementary School	
Lily Lake Elementary School	
Oak Park Building	
Rutherford Elementary School	
Stonebridge Elementary School	
Oak-Land Middle School	
Stillwater Middle School - includes Early Childhood Family Center	
Stillwater Area High School	
Central Services Building	

APPENDIX B - SITE WALK-THROUGHS

The contact information (phone#) is in the table below. There will be no makeup sessions. Please read the Site Walk-Through Section in Paragraph 2.16 to make sure that the vendors contact the District if they wish to participate in the walk-throughs. If the walk-through is done in one day or vendors are satisfied with Day 1 walk-through we will cancel Day 2.

BUILDING	CONTACT
DAY 1 –December 28, 2023: Central Services Building, Stillwater Middle School (includes Early Child Family Center), Oak Park Building, Lily Lake Elementary, Rutherford Elementary, Stonebridge Elementary	Register for Site Walk/Survey by December 22 2023: Shae Green, greens@stillwaterschools.org John Perry, perryj@stillwaterschools.org
DAY 2 – December 29, 2023: Stillwater Area High School, Lake Elmo Elementary, Brookview Elementary, Afton Elementary, Andersen Elementary	Shae Green, greens@stillwaterschools.org John Perry, perryj@stillwaterschools.org

TABLE 3
Wireless Access Points and Controllers, Installation Materials and Additional Items

AFTON-LAKELAND ELEMENTARY SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	39			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	39		
	Wireless Access Point Licenses	39		
	Cloud Controller / License / Fee			

ANDERSEN ELEMENTARY SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	31			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	31		
	Wireless Access Point Licenses	31		
	Cloud Controller / License / Fee			

BROOKVIEW ELEMENTARY SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	68			
Part#	Description	Quantity	Unit Cost	Extended Cost	
Alternate E - Wireless Access Points, Licenses, Wireless Controllers					
	Wireless Access Points	68			
	Wireless Access Point Licenses	68			
	Cloud Controller / License / Fee				

LAKE ELMO ELEMENTARY SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	51			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	51		
	Wireless Access Point Licenses	51		
	Cloud Controller / License / Fee			

LILY LAKE ELEMENTARY SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	42			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	42		
	Wireless Access Point Licenses	42		
	Cloud Controller / License / Fee			

Early Childhood Family Center

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	23			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	23		
	Wireless Access Point Licenses	23		
	Cloud Controller / License / Fee			

OAK PARK BUILDING

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	37			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	37		
	Wireless Access Point Licenses	37		
	Cloud Controller / License / Fee			

RUTHERFORD ELEMENTARY SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	51			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	51		
	Wireless Access Point Licenses	51		
	Cloud Controller / License / Fee			

STONEBRIDGE ELEMENTARY SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	43			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	43		
	Wireless Access Point Licenses	43		
	Cloud Controller / License / Fee			

OAK-LAND MIDDLE SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	67			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	67		
	Wireless Access Point Licenses	67		
	Cloud Controller / License / Fee			

STILLWATER MIDDLE SCHOOL (EXCLUDING EARLY CHILDHOOD FAMILY CENTER)

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	88			

Part#	Description	Quantity	Unit Cost	Extended Cost
Alternate E - Wireless Access Points, Licenses, Wireless Controllers				
	Wireless Access Points	88		
	Wireless Access Point Licenses	88		
	Cloud Controller / License / Fee			

STILLWATER AREA HIGH SCHOOL

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	230			
Part#	Description	Quantity	Unit Cost	Extended Cost	
Alternate E - Wireless Access Points, Licenses, Wireless Controllers					
	Wireless Access Points	230			
	Wireless Access Point Licenses	230			
	Cloud Controller / License / Fee				

CENTRAL SERVICES BUILDING

Part#	Description	Quantity	Material	Labor	Total
Alternate D - Wireless Access Point Installation					
	Wireless Access Point Installation	8			
Part#	Description	Quantity	Unit Cost	Extended Cost	
Alternate E - Wireless Access Points, Licenses, Wireless Controllers					
	Wireless Access Points	8			
	Wireless Access Point Licenses	8			
	Cloud Controller / License / Fee				

ATTACHMENT A - AFFIDAVIT OF NON-COLLUSION FORM

**STILLWATER SCHOOL DISTRICT
CABLING, WIRELESS ACCESS POINTS AND CONTROLLERS, DATA SWITCHES AND
INSTALLATION 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 _____ 2016

Notary Public _____

Commission Expires _____

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

**STILLWATER SCHOOL DISTRICT
CABLING, WIRELESS ACCESS POINTS AND CONTROLLERS, DATA SWITCHES AND
INSTALLATION 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, Stillwater School District 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 _____ 2016

My commission expires _____

ATTACHMENT C – ACCEPTANCE FORM

STILLWATER SCHOOL DISTRICT
CABLING, WIRELESS ACCESS POINTS AND CONTROLLERS, DATA SWITCHES AND
INSTALLATION SERVICES

I, the undersigned, hereby certify that I am a duly authorized agent of _____ to submit this proposal for consideration and acknowledge that the proposal document for RFP for Cabling and Installation Services, Alternates for Wireless Access Points and Controllers, Data Switches and Implementation Services have been received and agree to terms contained therein.

Receipt of the following Addenda/Amendments to the RFP Documents and their costs being incorporated in the proposal 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: _____

ATTACHMENT D – E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) **E-RATE CONTINGENCY**

The project herein **is** contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. **Execution of the project, in whole or in part, is solely at the discretion of the District.**

2) **SERVICE PROVIDER REQUIREMENTS**

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:
<http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding

process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's
website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) **SERVICE PROVIDER ACKNOWLEDGEMENTS**

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written

approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.


EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*

- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*


For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) **FCC/SLD AUDITABILITY**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____
(Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____