

Oak Park Unified School District Request for Proposal Bid Packet 16-04C Wireless Expansion

Bids due April 5, 2016

Oak Park Unified School District 5801 Cornishon Ave Oak Park, CA 91377

### NOTICE TO VENDORS CALLING FOR BIDS, REQUEST FOR PROPOSALS (RFP)

Oak Park Unified School District has a large installment of Ruckus wireless access points to serve its network communications needs. The district completed phase one of the wireless network deployment in 2015 which covered about two-thirds of the classrooms across the district. The district is now seeking to finish the build-out of the wireless network to ensure that every classroom and teaching space has a dedicated wireless access point. Proposals received will be evaluated for how well the solutions offered work under the existing wireless network management and monitoring tools used by the district (Ruckus Zone Director, Flex Master, and/or Ruckus SmartCell Insight).

Notice is hereby given that Oak Park Unified School District in Ventura County, California, acting by and through its Governing Board hereinafter referred as the District, to receive proposals not later than 10:00am on Monday, April 5th, 2016 at 5801 Conifer Street, Oak Park, CA 91377 to provide:

Wireless Access Points (equipment, licensing, installation and 1. configuration)

A copy of the Request for Proposal is available from the district website at www.opusd.org/techrfp

The district will be applying for Federal ERATE discounts under the internal connections provisions (Category 2) of the ERATE program and all submissions need to be in compliance with USAC's ERATE rules. According to USAC's ERATE timelines, equipment acquisition and installation cannot occur earlier than July 1, 2016.

The District has the right to reject any or all proposals or to waive any irregularities or informalities on any proposal.

Proposals must be received at the Oak Park Unified School District Business Services Office by 10:00 A.M, April 5th, 2016 and winning proposal will be presented to the Governing Board on April 19<sup>th</sup> for approval. Each proposal must fully signed, scanned into a PDF and emailed to mklauss@opusd.org with the subject line RFP 16-04C Wireless Network Expansion or delivered in a sealed envelope marked RFP 16-04C Wireless Network Expansion and sent to the attention of Martin Klauss, OPUSD Business Services, 5801 Conifer Street, Oak Park, CA 91377.

If you need further information, please call Enoch Kwok, Director of Technology, at 818-735-3201 or email him at ekwok@opusd.org.

## OAK PARK UNIFIED SCHOOL DISTRICT GENERAL INSTRUCTIONS TO VENDORS

#### 1. **DEFINITIONS:**

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a) "Request for Proposal or Bid" means an offer, made in response to a solicitation, to perform a contract for services, labor or to supply goods or materials at a specified price.
- b) "Vendor" means a contractor, company or supplier who submits a BID to the District in response to a solicitation.
- c) "Purchasing Supervisor," means the Oak Park Unified School District authorized contracting official, Martin Klauss, Assistant Superintendent of Business Services.
- d) "District" means Oak Park Unified School District.

#### 2. BID PACKET:

This Bid Packet consists of the following: Cover Sheet, Notice Inviting Bids, General Instructions, Bid Form, Pricing Form, and Bid Complaint Form.

#### 3. BID SUBMITTAL:

Bids, to receive consideration, should be made in accordance with the following instructions:

All items on the Pricing Form should be filled out. Numbers should be stated in figures. Bid must be ٠ signed by a responsible officer of the bidding company with each page of the pricing form initialed and dated in order to be considered. The completed form should be without interlineations, alterations or erasures. Any corrections must be noted by affixing, in the margin immediately opposite the correction, the initials of the person signing the bid. Bid must include a full copy of the original unaltered bid docs including any Appendixes.

#### 4. PRICES:

Prices shall be shown on the Pricing Form for each individual item. Taxes shall be included at the Ventura County rate of 7.5%, unless otherwise specified.

#### 5. REFERENCES:

Bidder may be required to provide a reference list of current customers using materials, goods or services similar to those specified in the bid.

#### 6. **DELIVERY:**

Time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery will be a factor in choice of Vendor. Unless otherwise specified, the Vendor(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, packing and insurance costs for delivery FOB Destination as specified in the bid. Where specific authorization is granted to ship goods FOB Point of Origin, Vendor(s) agrees to prepay all shipping charges, routing the least expensive method. Each invoice will list shipping charges as a separate line item on the invoice. No COD shipments will be accepted.

#### 7. SPECIFICATIONS:

The use of a manufacturer, product brand name or make in the specifications is not intended to restrict Bidders. The specification establishes the character or quality of the article desired. Alternative materials or goods on which other BIDs are submitted must, in all cases be equal or exceed in every detail to the item specified. Bid

must clearly state the brand, make or model number. If proposing equivalent materials or goods please submit data verifying equivalency prior to the date listed on the bid specifications. The district currently utilizes Ruckus network management tools (including Zone Director, Flexmaster and Small Cell Insight) to monitor and configure the network infrastructure. Proposals received will be evaluated for how well the equipment offered works under the existing network management and monitoring tools used by the district. Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty. The District, for inspection and specification testing, may require samples of bid items. Samples furnished must be free of expense to the District. Samples furnished must also be identical in all respects to the products specified in the bid. Samples, if not destroyed by tests, and if requested, will be returned at the Bidder's expense. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.

#### 8. QUANTITY:

Quantities may vary upon actual ordering of units. All or part of the items may be awarded. Over shipments will be returned at the Vendor's expense.

#### 9. OPENING OF BIDS:

Bid BIDs will be opened and read at or shortly after the time set in the advertised Notice Inviting Bids, unless otherwise stated in the Bid Packet. Bidders or their representatives, and other interested persons, may be present at the opening of bid BIDs. Bids that arrive after the time set for bid opening will be returned to the vendor unopened and considered non-responsive.

#### 10. FORM OF CONTRACT:

The form of contract, which the successful Vendor, will be awarded is a District Purchase Order referencing bid specifications and other contract documents.

#### 11. HOLD HARMLESS:

The Vendor shall hold the Oak Park Unified School District, its officers, agents, servants and employees harmless from liability. The Vendor agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of services or goods and materials purchased herein. The Vendor further agrees to assume all expenses and damages arising from such claims, suits and proceedings.

#### 12. ANTI-DISCRMINATION:

Vendor hereby certifies that in performing services or providing materials or goods for the District, there shall be no discrimination in hiring or employment practices because of sex, race, color, ancestry age, national origin, disability, disabled veteran status, or religious creed. The Vendor further agrees to comply with all applicable Federal regulations and California Fair Employment Practice Act.

#### 13. INVOICES AND PAYMENTS:

Unless otherwise specified, the Vendor shall render invoices for materials, goods and services under the contract to the Oak Park Unified School District, Accounts Pavable Department, 5801 Conifer Street, Oak Park, CA 91377. Invoices shall be submitted on a form acceptable to the District under the same firm name as shown on contract. All invoices, packing lists, packages, and shipping notices shall contain the applicable purchase order number. The Vendor shall list separately any taxes payable by the District.

#### 14. DEFAULT BY VENDOR:

The District shall hold the successful Vendor responsible for any damage, which may be sustained because of the failure or neglect of Vendor to comply with any terms or conditions listed herein. In the event of a breach by the Vendor of any of the provisions in the RFP or subsequent contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral and/or written notice to the Vendor.

#### 15. INDEPENDENCE OF PRICING:

Unless the Vendor is furnishing a joint bid, by submitting this bid, Vendor swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

#### 16. PRICING DISCREPANCIES:

In the event of a pricing conflict between the Vendor and the District, "Fair Market Value" will prevail.

#### 17. WARRANTY:

Unless otherwise specified, the warranties contained in this contract begin after acceptance of merchandise has occurred. Vendor will include all written information on any warranty provided by Vendor or the manufacturer.

#### 18. DISPUTES:

Vendor will sign the Bidder Complaint Form agreeing to the terms and instructions described therein as part of the bid application (leaving the complaint section blank). The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Vendor shall submit disputes to the Purchasing Supervisor in writing using a copy of the Bidder Complaint Form. Protests shall include reasonable and valid concerns as to why the award, as determined by the District, should not go forward. The District will respond to all protests in writing.

Bids/Proposals wishing consideration must be received by Martin Klauss at the OPUSD Business Services Office no later than 10:00AM April 5, 2016. Bids must be fully signed, scanned into a PDF, and emailed to: <a href="mailto:mklauss@opusd.org">mklauss@opusd.org</a> with the subject line with the subject line RFP 16-04C Wireless Network Expansion or delivered in a sealed envelope marked RFP 16-04C Wireless Network Expansion and sent to the attention of Martin Klauss, OPUSD Business Services, 5801 Conifer Street, Oak Park, CA 91377. No telephonic or telefax bids or amendments to bids shall be accepted. Bids that arrive after the time set for bid opening will be returned to the vendor unopened and considered non-responsive.

It is the responsibility of the Vendor to verify that their bid has been received by the District's Purchasing Department prior to the bid receipt deadline. Verification of receipt can be made through the Purchasing Supervisor listed.

### OAK PARK UNIFIED SCHOOL DISTRICT BID 16-04C, WIRELESS EXPANSION BID FORM

The undersigned, hereby proposes to furnish said materials and services in accordance with prices quoted on the attached form.

I hereby acknowledge and agree to all specifications of the Oak Park Unified School District bid and will see that our company is responsible for all materials and services as specified.

PREPARED BY:		
PHONE NO.:	FAX NO	
E-MAIL ADDRESS:		
COMPANY NAME:		
ADDRESS:		
SIGNATURE:	DATE:	
ERATE SPIN Number	ſ	
FCC Registration Nur	nber (FRN)	
Contact Information for being proposed in the	or 2 References from the K-12 sector who have received similar products a submitted bid.	and/or services

# **BID 16-04C, WIRELESS EXPANSION**

## **PRICING FORM**

Bid must clearly state the brand, make or model number of equipment proposed.

Submitted Bid packets must include OEM brochures of all equipment being bid. Brochures must show full product specifications, features, components and warranty periods.

Bid Form must be signed and Pricing Form **must be initialed on each page** for bid to be considered for award.

Proposals received will be evaluated for how well the solutions offered work under the existing network management and monitoring tools (including Ruckus Zone Director, Flex Master, and Ruckus Smart Cell Insight) used by the district.

Pricing to include installation, setup, and configuration of all hardware and software including licensing.

Vendors to use pre-bid master contracts such as WSCA, CMAS, NJPA, etc. wherever possible and include the contract name/number on this pricing form.

All quotes must be from an authorized Ruckus partner with recent experience in the K-12 sector to ensure proper integration with existing Ruckus equipment.

EQUIPMENT DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED TOTAL
Item 1: Ruckus 802.11ac Wave 2 Po Wireless Access Point Mfr. Part #: ZoneFlex R710		100 Each	\$	\$
Equivalent Manufacturer Bid:				
Model Bid:		_		
	or Equivalent	100 Each	\$	\$
Equivalent Manufacturer Bid:				
Model Bid:		_		
Item 3: Licenses for Access Point 0 Mfr. Part #:	<b>Use and Management</b> or Equivalent	100 Each	\$	\$
Equivalent Manufacturer Bid:				
Model Bid:		_		
initials Date	7			

Item 4: Manufacturer's Hardware Sup 5 Year Extended Service 8 x5 Next Business Day Exchar	oport and Software Maintenance 100	) Each	\$ \$
Mfr. Part #:	or Equivalent		
Equivalent Manufacturer Bid:			
Model Bid:			
Item 5:			

Installation, setup, and configuration including all time and materials and any additional licensing necessary not already listed above. Cost to include repositioning/installing of existing wireless access points to a different pre-wired locationand reconfiguration as needed.

Currently, sites have about 60% of classrooms with 802.11ac wave 1 access points. Some of these will be moved around to other sites/locations to make way for 802.11ac wave 2 access points. Up to 60 802.11ac wave 1 access points may need to be moved to be replace by new 802.11ac wave 2 access points.

Proposals received will be evaluated for how well the solutions offered work under the existing network management and monitoring tools used by the district (such as Ruckus Zone Director, Small Cell Insight, and Flexmaster).

SUBTOTAL	OF ALL EQUIPMENT \$	
	TAX 7.50%	
	SHIPPING	
	TOTAL BID \$	
State, National, or Regional Pre-bid contract used _		_
Pre-bid Contract number:		

\$\_\_\_\_\_

\$\_\_\_\_\_

### OAK PARK UNIFIED SCHOOL DISTRICT BID 16-04C, WIRELESS EXPANSION

### **BIDDER COMPLAINT FORM**

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Bidder shall submit to the Purchasing Supervisor the "Bidder Protest" form within five (5) working days after being notified by the Purchasing Office of the proposed award. Protests shall include reasonable and valid concerns as to why the award, as determined by the District, should not go forward. The District will respond to all protests in writing. The Board of Trustees/Governing Board will not consider protests from Bidders and/or their agents during a public meeting if they have not followed this procedure.

I/We hereby agree to the terms described in the Bidder Complaint Form shown above:

Date:	
Name of Company:	
Signature:	
Title:	

# DESCRIPTION OF COMPLAINT

(Leave blank and only fill out if and when a complaint is being filed)

PLEASE DESCRIBE AS SPECIFICALLY AS POSSIBLE THE NATURE OF YOUR COMPLAINT REGARDING THE RECOMMENDED AWARD OF BID. (ATTACH ADDITIONAL SHEETS IN NECESSARY).