

REQUEST FOR PROPOSAL
FOR
DISTRICT WIDE 2-WAY
RADIO COMMUNICATION SERVICES
RFP 22-008

EUGENE SCHOOL DISTRICT 4J
FACILITIES MANAGEMENT
715 WEST 4TH AVENUE
EUGENE, OREGON 97402

June 2, 2021

**CALL FOR SEALED PROPOSALS
ADVERTISEMENT**

NOTICE IS HEREBY GIVEN that sealed proposals will be accepted for the following items and/or services by Belinda Wilton, Lane County School District No. 4J:

<u>Materials/Service</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
District Wide 2-Way Radio Communication Service	06/17/21	2:00 PM (PST)	Facilities Management

Proposers may obtain one (1) set of RFP documents, electronically, beginning June 2, 2021 (“RFP Published Date”), by contacting Belinda Wilton: wilton@4j.lane.edu

The RFP document is also available on the Eugene School District website at: <http://www.4j.lane.edu/bids/>

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of Proposers is not required. All Proposers are required to comply with the provisions of Oregon Revised Statutes and District Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279B, Public Contracts and Purchasing and State of Oregon Department of Justice Attorney General’s Model Public Contract Rules Manual. Contractors or sub-contractors must be licensed under ORS 468A.720 and/or licensed by the Department of Environmental Quality, ORS 279B.060 (2)(g), if asbestos abatement is to be performed.

Lane County School District No. 4J (“District”) reserves the right to:

- (1) Cancel the procurement or reject any or all proposals in accordance with ORS 279B.100;
- (2) Postpone award of the Contract for a period not to exceed ninety (90) days from date of Proposal Deadline/Opening;
- (3) Waive informalities in the proposal; and/or
- (4) Select the proposal which appears to be in the best interest of District.

PUBLISHED:

Oregon Procurement Information Network (ORPIN)
Eugene School District website www.4j.lane.edu/bids/

COPY POSTED AS FOLLOWS:

1 – LANE COUNTY SCHOOL DISTRICT NO. 4J, EDUCATION CENTER, 200 NORTH MONROE STREET, EUGENE, OREGON 97402-4295

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REQUEST FOR PROPOSALS
For
DISTRICT WIDE 2-WAY RADIO
COMMUNICATION SERVICES
Proposals Due: **June 17, 2021 2:00pm**

SYSTEM DESCRIPTION

The District's present communication system is a Logic Trunked Radio (LTR) system in the 450 to 470 megahertz frequency range. The District desires to continue operation of this current or similar system with minimal change. The present system utilizes current service-provider transmitting/receiving equipment and related antennae and infrastructure located on Blanton Heights in Eugene, Oregon. The existing location of the central equipment appears to provide favorable coverage of the district's operating area and terrain (Appendix A).

Approximately 493 district-owned handheld LTR and Talk-Around radios and 2 base stations are utilized to provide on-site and site-to-site communication at 37 different locations within the school district attendance area. Approximately 75 talk groups of varying sizes are currently employed. The majority of district-owned equipment is no longer covered by manufacturer's warranty, but appears to be in good operating condition and with remaining lifespan adequate for the maximum term of this solicitation. The purchase of new equipment is included as an element of this RFP, although the District reserves the right to utilize cooperative purchasing agreements if deemed in the best interest of the District.

While School District 4J is currently licensed for five frequency pairs (Appendix B), the current trunking system utilizes fifteen frequency channels that are shared with other various agencies and businesses.

SCHEDULE

The District is seeking proposals from only prime firms licensed to practice in the State of Oregon. Based on the selection process, the District will select the most qualified firm. After the proposals are reviewed, a single firm will be selected. The written NOTICE OF AWARD of the contract shall constitute a final decision of the District to award the contract if no written protest of the notice of award is filed with the District within the designated time. The work may start immediately after a contract is executed. All work shall be scheduled to minimize impact to the District's present communication capability and capacity.

CONTRACT PERIOD

The contract shall be for a period of 12 months from the date of award, or 7/1/21, whichever comes later, with the possibility of four (4) 12-month extensions.

SCOPE OF WORK / SYSTEM REQUIREMENTS

The selected firm will provide necessary equipment, install and test the system according to FCC and other applicable regulations. The installation and testing shall be performed on a not-to-exceed lump sum cost as proposed by the successful firm. The annual Service Contract shall be based upon the firm's proposed monthly rate and shall be represented in terms of a unit price per radio. Contractor will be expected to meet the highest standards prevalent in the industry.

Specifically, the scope of work shall include:

- 1: Utilize the existing district equipment. The current district standard radio models are Kenwood TK-3173, TK-3180, TK-380, NX-320K2, K3 NX-340, as well as various non-trunked Kenwood "Talk-Around" (T/A) handheld, UHF simplex radios.

- 2: Provide and maintain all central equipment for trunking type radio (LTR) system utilizing either a minimum of 5 frequencies exclusive to the District or a minimum of 15 frequencies that may be shared with other users. If a shared frequency system is employed it must be capable of readily segregating users to provide a minimum of 5 isolated frequencies for the District's use, upon request, or in the event of an emergency or regional disaster.
- 3: Emergency power supply is required for system back-up power during periods of public utility power outages.
- 4: The location of the transmitting equipment must be appropriate to provide coverage over the full extent of the district boundaries with minimal interference or dead spots from a single location. On-site and site-to-site communication coverage is required (without dead spots) for each district building location without the need for additional site-located equipment.
- 5: The trunking system shall provide for unlimited access and call duration, 24 hours per day, 7 days per week, without regard to system loading. The system must be capable of handling multiple talk groups of unlimited size. Approximately 75 individual talk groups are currently necessary and shall be included in the proposal as well as capability for additional groups. Each talk group shall have unrestricted access.
- 7: Maintain licensing of the five (5) current frequencies (pairs) assigned to the District. Establish new operating frequencies and obtain necessary licenses for the District, if required. This task shall also include accommodations to central service-provider equipment necessary for functional operation of additional frequencies to be employed as part of the communication system.
- 8: Reprogram handheld radios for district-specified talk groups and systems as necessary. Indicate if initial reprogramming of radios is necessary and include such costs, if applicable, under Item 1 of Proposed Pricing and Fees.
- 9: Testing and demonstrating the system for operational integrity and quality to the district's satisfaction is pre-requisite to negotiation and execution of an annual service contract. Duration of test period shall be no less than thirty days of satisfactory operation.
- 10: Provide training materials relevant to all current and new models utilized by the district for the duration of this contract. Training material is to be in an editable electronic format, i.e. Word, PowerPoint, pre-recorded video training to include written and visual aids. Material to be tailored for training new users on the functions utilized by the district
- 11: Establish a Service Contract. The Service Contract shall be negotiable and include the following criteria in addition to the firm's standard terms:
 - A. Proposer provides all radio communications equipment except for hand held radios, and base stations, with costs quoted as a monthly service charge based on a per radio basis.
 - B. The company will perform preventive maintenance on all base and handheld radios and antennas a minimum of one (1) time per year. The radio servicing will be scheduled with a representative from each respective site.
 - C. Within 4 hours of failure of any central (company-owned) radio equipment or systems, the company will promptly make repairs or adjustments to the equipment without additional charge.
 - D. Within 24 hours of notice of failure, repairs will be made to district-owned equipment on a time-and-materials basis with labor at an hourly rate indicated under the appropriate item in Proposed Pricing and Fees. The company will honor new and existing warranties and handle the services directly or indirectly with the original manufacturer. Proposer must clearly identify exclusions.
 - E. Proposer provides pick-up and delivery of radios for all service.
- 12: Update programming on all Kenwood radios during the summer of 2021. There are approximately 405 LTR radios, model #'s TK-380, 3180, 3173; NX-320, 3320; and 88 Talk-Around model #'s TK-3202,

3302, 3402; NX-340 & 1300. Radios are located at 32 school sites, the Education Center, and Facilities Management. Radios currently programmed with 3-5 zones and up to 36 frequencies per zone. All radios to be programmed from District-provided “data file/programming sheets”, see Appendix D for example. Each site may have up to 3 data file/programming sheets. The District reserves the right to postpone or cancel the summer reprogramming if in the best interest of the District.

Schedule: Up to 65 radios will be available for pickup by the proposer each Tuesday to be completed and delivered on Friday, beginning July 6, 2021 and continuing for seven (7) weeks, ending August 20, 2021.

PROPOSAL SUBMITTAL TERMS, CONDITIONS AND PROCEDURES

1. For purposes of this RFP, the terms ‘vendor’, ‘firm’, ‘company’, ‘carrier’, ‘organization’, ‘contractor’ or ‘proposer’ shall refer to the firm or individual submitting a proposal (“Proposer”).
2. All proposals must be submitted utilizing the spaces and pages provided herein for that purpose.
3. For the sake of economy and efficiency, the District wishes to encourage concise responses.
4. Delivery is the sole responsibility of Proposer. Proposer accepts all risks of late delivery of mailed proposals or of misdelivery, regardless of fault. Proposals shall have arrived (by mail or hand delivery) before the deadline specified herein. Late proposals will not be accepted. FAX (facsimile) proposals will not be accepted. Electronic proposals will not be accepted.
5. By submitting a proposal, Proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.
6. Prices entered in the Attachment forms shall represent Proposer's net price per unit after all trade and cash discounts have been considered.
7. The proposal submitted shall be signed in ink by an officer of the company authorized to bind the firm. Alterations or erasures shall be initialed in ink by the firm’s officer signing the document.
8. District shall not be responsible for any expenses and/or costs incurred by a Proposer in submitting a response to this RFP. Each Proposer who responds to this RFP does so solely at Proposer’s own cost and expense.
9. District reserves the following rights (in District’s sole discretion): to amend the RFP; to extend the deadline for submitting proposals; to decide whether a proposal does or does not substantially comply with the requirements of this RFP; to waive any minor irregularity, informality, or nonconformance with this RFP; to reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures; and to obtain or provide reference to other agencies, upon request, regarding Selected Proposer’s contract performance.
10. District, at any time prior to Contract execution (including after a Notice of Intent to Award is sent) reserves the right to reject all proposals received and cancel this RFP upon a finding that there is good cause therefore and that such cancellation would be in the best interest of District.
11. If a Contract is awarded, the contents of Selected Proposer’s proposal shall become contractual obligations. Failure of Selected Proposer to accept these obligations may result in Contract cancellation.
12. Selected Proposer shall be required to assume responsibility for all services offered in their proposal whether or not the services are performed by that Selected Proposer. Further, District will consider Selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.
 - a. 13. News releases or any advertising of any kind, pertaining to this RFP or the services, or project to which it relates, will not be made without prior District approval.
 - b.
 - c. 14. All Proposers who submit a response to this RFP understand and agree that District is not obligated to award a Contract to any Proposer; neither does District have any financial obligation to any Proposer.

15. District reserves the right to hold discussions leading to best and final offers, in which District may not disclose private discussions leading to best and final offers, pursuant to ORS 279B.060(6)(b)(B).

16. Failure of Proposer's responsible officer to properly sign the proposal (where requested) may result in no consideration being given to the proposal.

17. District reserves the right, without prejudice, to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

B. RESTRICTIONS ON DISTRICT CONTACT.

From the RFP Published Date until a Contract is finalized, all contact with District employees concerning the RFP must be cleared through the following District contact:

Belinda Wilton, Facilities Procurement
Lane County School District No. 4J
715 W 4th Ave, Eugene, Oregon 97402
(541) 790-7414 wilton@4j.lane.edu

Failure to do so may result in Proposer being disqualified from the selection process for being "nonresponsive."

C. RIGHT TO RETAIN PROPOSALS.

District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by Proposer of all the terms and conditions contained in this RFP, unless Proposer clearly and specifically notes in their proposal submitted that such Proposer objects to such term and/or condition. In the event that a Contract is established with such Proposer, the objection must also be confirmed in such a Contract between District and Selected Proposer.

The District reserves the right without prejudice to reject any and all proposals.

D. PROPOSAL SUBMITTAL.

One (1) copy of the proposal and all amendments must be signed and submitted by 2:00 PM, Thursday June 17, 2021 to Belinda Wilton, Facilities Management Purchasing, Eugene School District No. 4J, 715 W 4th Avenue, Eugene, Oregon 97402. Each proposal must be submitted in a sealed opaque envelope and designated as "Proposal: Radios Services RFP". The name and address of the proposer must appear on the outside of the envelope. An electronic version of the submission in .pdf format shall be sent to Wilton@4j.lane.edu, or provided with the response on a compact disk (CD) or a USB Flash Drive ("thumbdrive"). Alternatively a proposal submittal can be electronic to Wilton@4j.lane.edu by due date, but must be followed up by hard copies as listed below within 3 business days of due date to be considered responsive.

In accordance with OAR 137-047-0450, the District confirms only the names of each Proposer will be read aloud at a public opening.

- d. Proposal is to include all required information to address items listed in this solicitation and is requested to be submitted in hard copy and electronic copy.
- e. Elaborate art work, expensive paper, and expensive visuals are not necessary

B. Hard Copy/Paper

- a. One (1) complete original, signed in ink
- b. Printed with a font size no small than 10 point on 8-1/2 x 11 size paper

C. Electronic

- a. Proposals files should be submitted in PDF format
- b. One (1) complete copy preferred in one single file, but no more than three files

E. PROPOSAL FORMAT.

Responses should be clear and concise. To provide consistency in the review of the proposals, firms are requested to prepare their proposals according to the following format and order:

- 1. Title Page
Proposer should identify the RFP #, name of firm, address, telephone number, FAX number, EMAIL address, name and title of contact person, and date of proposal submission.
- 2. Response to Proposal Response A - H
Proposer should recreate this section and place their response under each requested item.
- 3. Response to Proposal Response I
Proposer should utilize this page and place their response under each requested item.
- 4. Filled out and signed Proposal Certifications.
- 5. Filled out and signed Signature Page.

F. INQUIRIES.

ALL questions or comments regarding this RFP should be directed ONLY in writing, by no later than June 10th, 2021 at 2:00 PM (PST) (“Question/Comment Deadline”), to Dexter Rummel at the following EMAIL address: rummel_d@4j.lane.edu (rummel_d@4j.lane.edu). All questions will be reviewed and if necessary, in the sole discretion of District, an Addendum or Addenda will be issued to address such questions by clarifying or amending the RFP.

G. ADDENDA.

Addenda to the RFP, if any, may be issued anytime up until three (3) calendar days prior to the Proposal Deadline/Opening. To ensure adequate receipt of any addenda, verify that District has the name, phone number, FAX number and EMAIL address of a contact person for the firm.

H. OPPORTUNITY TO COMMENT.

Firms interested in formally commenting on this RFP, or addressing any area(s) in which they believe competition is unduly inhibited, may submit a signed written statement to Purchasing/Proposal, 715 W 4th Ave, Eugene, Oregon 97402. Comments must be received by 2:00 PM (PST), seven (7) calendar days before Proposal Deadline/Opening.

The protest of these specifications may be done in accordance with Model Public Contracting Rules, Section 137-047-0730. Proposer has seven (7) calendar days prior to the Proposal Deadline/Opening to submit its protest. No protest against award because of the content of specifications or Contract terms shall be considered after this deadline.

I. PRICE.

Prices, costs, and expenses quoted in submitted proposals shall include all costs for services provided under the Contract. Any unspecified costs shall be borne by Selected Proposer. Pricing for services shall increase no more

than Portland CPI annually. Any pricing increase shall occur at the annual renewal period. Pricing shall be submitted on the forms provided. Any vendor not utilizing the supplied forms may be considered non-responsive. Proposer-created duplicates in the same form as the attachments shall be acceptable.

J. PUBLIC RECORDS.

This RFP and one copy of each proposal received in response to it, together with copies of all documents pertaining to the award of a Contract, shall be kept by District and made part of a file or record which shall be open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information shall be marked with the following caption:

“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Notwithstanding the foregoing, in accordance with ORS 279B.060(5)(a) the District may elect to not make proposals open to public inspection until after the notice of intent to award a contract is issued.

K. INVESTIGATION OF REFERENCES.

District reserves the right to investigate the references and past performance of any Proposer with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments of suppliers, contractors, and workers. District may postpone the award or execution of the Contract after the announcement of the apparent Selected Proposer in order to complete the investigation. District reserves the right to reject any or all proposals at any time prior to the execution of a Contract.

L. PROVISIONS.

By submittal of this proposal, Proposer agrees to comply with the provisions of the Oregon Attorney General's Model Public Contract Rules Manual as adopted by District's Board policy. Attention is directed to the latest version of the following provisions. Full copies of any of the following provisions may be obtained from District for the minimal cost of reproduction or from the Department of Justice, Salem, Oregon:

OREGON REVISED STATUTES

ORS 244

ORS 279A, 279B

GOVERNMENT ETHICS

PUBLIC CONTRACTS AND PURCHASING

OREGON ADMINISTRATIVE RULES

CHAPTER 137

Divisions 046, 047

PUBLIC PROCUREMENT RULES

M. EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT (in accordance with ORS 279A.100-279A.110).

By submitting this proposal, Proposer certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to District in compliance with such acts, regulation, and orders.

N. FOREIGN CONTRACTORS.

The attention of all Proposers who are not domiciled in or registered to do business in the state of Oregon is called to Oregon Revised Statute 279A.120 (2) (a) (b) (3).

(1) "In all public contracts, the public contracting agency shall prefer goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal."

(2) "When a public contract is awarded to a foreign contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total price, terms of payment, length of contract, and such other information as the Department of Revenue may require before final payment can be received on the public contract. The public contracting agency shall satisfy itself that the requirement of this subsection has been complied with before it issues a final payment on a public contract. For purposes of this subsection, a foreign contractor is one who is not domiciled in or registered to do business in the State of Oregon."

O. FACSIMILE TRANSMISSIONS

District is not responsible for any failures attributable to the transmission or receipt of electronic files, including, but not limited to, the following:

- Receipt of garbled or incomplete documents.
- Delay in transmission or receipt of document. (for purposes of this RFP the date stamp on the sending email will establish the date and time of District receipt).
- Illegibility of the quote or bid documents.
- Security and confidentiality of data.

FAXED PROPOSALS NOT ACCEPTED

PROPOSAL EVALUATION PROCEDURES

A. PROPOSAL REJECTION.

District reserves the right to:

1. Reject any or all proposal(s) not in compliance with all public procedures and requirements;
2. Reject any and all proposal(s) not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposal(s) submitted;
4. Consider the competency of all Proposers in making any Contract Award;
5. Request references and other data to determine responsiveness;
6. Negotiate separately with any source whatsoever in any manner necessary to serve the best interest of District;
7. Reject all proposals; and/or
8. Award any or all parts of any proposal;

B. SELECTION AND EVALUATION PROCESS

A review committee consisting of School District personnel will review and rate the written proposal. Rating of the individual review team will be based on point scoring. A review committee may consider individual point scoring, individual rankings, or group ranking in developing a committee recommendation.

C. EVALUATION FACTORS

<u>Criteria</u>	<u>Points</u>
A. Qualifications & Experience	15
B. References	10
C. Location of Prime Firm	10
D. General Firm Approach	5
E. Specific Approach	10
F. Proposed Pricing and Fees	20
G. Proposed Service Contract	15
H. Location of Transmitting Equipment	10
I. Interview & Presentation	5
Total	100 points

Based on the number and quality of the proposals submitted, the District reserves the right, at the District's sole discretion, to award without interviewing. In such a case, the point scores will be based solely on the 95 points allocated from items A-H above in the proposal process.

As a result of the proposals and presentation, if any, the proposers will be rated by the selection committee. The committee will then develop a recommendation for award based on the ratings of the review committee. The District reserves the right to modify this procedure if it is in the best interest of the District.

All firms submitting proposals will be notified by facsimile transmission of the proposed award. Contract negotiations will proceed immediately with the firm receiving tentative designation of award. Should contract negotiations be unsuccessful with the firm within a week of notification of tentative award, then negotiations may be canceled with that firm and initiated with the next ranked firm, and so forth.

As per ORS 279B.060(16) before executing a contract solicited under this RFP, District shall obtain the proposer's agreement to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work.

D. PROPOSAL VALIDITY PERIOD.

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Deadline/Opening Date.

E. COMPETENCY OF PROPOSER.

To enable District to evaluate the competency and financial stability of Proposer, Proposer shall, upon request, furnish such information as reasonably necessary.

F. PROTEST OF AWARD.

In accordance with Oregon Model Contract Rules Manual Section 137-047-0740, any adversely affected Proposer has three (3) calendar days from the date of the written notice of intent to award to file a written protest.

G. RESERVATION IN EVALUATION.

District selection committee reserves the right to either: a) request "Best and Final Offers" from the two highest scoring vendors and award to the lowest priced or b) to re-assess the proposals and award to the vendor determined to best meet the overall needs of District. If District receives offers identical in price, fitness, availability and quality, and chooses to award a Contract, District shall award the Contract in accordance with Oregon Model Contract Rules Manual Section 137-046-0300.

H. BRAND NAME.

Manufacturer's names and/or brand names used in these specifications are for the purpose of identification and a basis for quality, and do not expressly or implicitly require or in any way limit what brands may be used. Unless Proposer states otherwise, it is understood that proposals are submitted on the exact specifications as described in the proposal.

I. SILENCE OF SPECIFICATIONS.

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used. However, if any omitted specification results in ambiguity as to material characteristics of the services, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, a Proposer shall submit a question to District, as set forth in this RFP. Failure to make such a request is at Proposer's risk, and Selected Proposer shall be required to provide services which meet District's needs with regard to any omitted specification for which change should reasonably have been sought.

**CONTRACT
CONTRACT TERMS AND CONDITIONS**

1. General Requirements

All Proposers are required to comply with the provisions of Oregon Attorney General's Model Public Contract Rules and District Board Policy. District reserves the right to reject any and all proposals received as a result of this request for proposal, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of District. The contents of the proposal of the successful Proposer ("Selected Proposer") shall become the contractual obligation, and incorporated into these Contract Terms and Conditions ("Contract") by reference, if a Contract ensues. Failure of Selected Proposer to accept these obligations may result in cancellation of the award. Selected Proposer shall be required to assume responsibility for all services offered in their proposal whether or not produced by them. Further, Selected Proposer shall notify District of the designated person who will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

2. Ordinances, Permits and Licenses

2.1 Selected Proposer shall keep fully informed of local ordinances and state and federal laws in any manner affecting the work herein specified. Selected Proposer shall comply with said ordinances, laws, regulations, and protect and indemnify District, its officers, and agents against any claim or liability arising from, or based upon, the violations of any such laws, ordinances, or regulations.

2.2 All permits, licenses, and inspection fees necessary for the manufacture and delivery of the requested items shall be secured and paid for by Selected Proposer.

3. Waiver of Provisions

Selected Proposer agrees that the waiver, acceptance, or failure by District to enforce any provisions, terms or conditions of this Contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of District to, thereafter, enforce such provisions.

4. Termination

4.1 For Default. This Contract may be terminated by either party upon not less than seven (7) calendar days written notice should the other party fail substantially to perform in accordance with the terms and/or conditions of this Contract or any supplements thereof. If Selected Proposer defaults by failing to perform any of the obligations of the Contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, District may terminate the Contract, and at District's option, obtain performance of the work elsewhere. If the Contract is terminated for default, Selected Proposer shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to District resulting from such default(s) shall be deducted from any money due or coming due to Selected Proposer. Selected Proposer shall bear any extra expenses incurred by District in completing the work, including all increased costs for completing the work, and all damage sustained, or which District by reason of such default may sustain.

4.2 For Public Convenience. This Contract may also be terminated by District in the event that the project is permanently abandoned, as determined in the sole discretion of District. District may terminate the Contract in whole or in part whenever District determines, in its sole discretion, that such termination is in the interests of District. Whenever the Contract is terminated in accordance with this paragraph, the Vendor(s) shall be entitled to payment for actual work performed at unit Contract prices for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by District at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by District.

4.3 Specific Performance. Contractor may be required to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance Standards.

5. Contract Breach

In the event of a breach by Selected Proposer of any of the provisions of this Contract, District reserves the right to cancel and terminate this Contract forthwith upon giving oral or written notice to Selected Proposer.

6. Damages

Selected Proposer shall be liable for any damage to District resulting from Selected Proposer's refusal or failure to complete the work under this Contract. Damages shall be those actually incurred and include the cost to obtain the contracted work elsewhere.

7. Hold-Harmless and Indemnification

To the fullest extent of the law, Selected Proposer will defend, indemnify, hold harmless and reimburse District, its officers, board members, agents, and employees, from all claims, demands, suits, actions, penalties, damage expenses or liability of any kind including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the fault of Selected Proposer, Selected Proposer's indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by District.

8. Insurance

The proposer shall maintain in force for the duration of this agreement a Professional Liability insurance policy shall be maintained for not less than \$3,000,000 per occurrence and \$5,000,000 in the aggregate, an Umbrella Insurance policy with limits not less than \$3,000,000, a Commercial General Liability, Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate naming the District, its employees, officials and agents as an additional insured as respect to work or services performed under this agreement. This insurance will be primary to any insurance the District may carry on its own.

Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30 day notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: The proposer shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners as required by applicable workers' compensation laws. The proposer shall provide a certificate of insurance to the District as evidence of coverage containing a 30 day notice of cancellation clause.

Equipment and Material: The proposer shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in connection with the work.

Subcontractors: The proposer shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable), and workers' compensation insurance with coverages equivalent to those required of the general proposer in this contract. The proposer shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the District.

9. Copyrights

Selected Proposer agrees to protect District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase herein. Selected Proposer further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

10. Liens, Claims, or Encumbrances

Selected Proposer warrants and represents that all the goods and materials contained herein are free and clear of all liens, claims, or encumbrances of any kind whatsoever.

11. Pickup & Delivery Information

Pickup and delivery shall be on any working day (Monday through Friday, except holidays) between the hours of 8:00 a.m. and 5:00 PM (PST). All deliveries are FOB DESTINATION, unless otherwise stated. Selected Proposer agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur while in possession of the Proposer such loss, injury or, destruction shall not release Selected Proposer from any obligation under this Contract. Selected Proposer shall file any damage claims. Selected Proposer shall ship complete (no partial shipments) and clearly identify packages with District's contact name and District's Purchase Order number. No charges shall be allowed for handling which includes, but is not limited to, packaging, wrapping, bags, containers, or reels, etc., unless specifically stated hereon.

12. Defective Items

Selected Proposer agrees to accept for credit, repair, or replacement, at no charge, any items received defective by District or proven defective during the agreed warranty period, and to be responsible for ALL TRANSPORTATION costs for return thereof to Selected Proposer and, when repaired or replaced, the return thereof to District. Any rejection of goods or materials, whether held by District or returned, will be at Selected Proposers' risk and expense.

13. Deliverables

All goods or materials purchased herein are subject to the approval of District. Any rejections of materials or services, whether held by District or returned, will be at Selected Proposer's risk and expense. All invoices and/or documents affecting this Contract shall contain the applicable Purchase Order number. Pursuant to this Contract, packing lists indicating the content therein shall be enclosed with each and every shipment.

14. Time of Delivery

All deliveries are to be made according to the delivery schedule stated herein. No exception to the delivery schedule shall be allowed unless prior written approval is first obtained from District. Time of delivery is of the essence and District reserves the right to cancel any undelivered portion of any order for failure to deliver on time. Any failure of delivery may be considered a breach of this Contract and damages calculated according to the provisions of this Contract.

15. Representations and Warranties

15.1 Authority; Binding Obligation. Selected Proposer represents and warrants that (i) Selected Proposer has the power and authority to enter into and perform the Contract; and (ii) the Contract, when executed and delivered, shall be a valid and binding obligation of Selected Proposer enforceable in accordance with its terms.

15.2 Warranties on Service Standards. Selected Proposer represents and warrants that: (i) Selected Proposer shall perform all services in accordance with the highest applicable professional and/or industry standards using only materials and workmanship of first quality; (ii) Selected Proposer shall at all times during the term of the Contract utilize only personnel to perform the services who are qualified, competent, licensed and certified; (iii) at all times during this Contract, Selected Proposer shall be qualified, competent and current with any necessary licenses to perform the services; and (iv) all subcontractors, if any are authorized and have been paid in full prior to Selected Proposer's receipt of payment under the Contract.

16. Contract Payments

All payments to Selected Proposer shall be remitted by mail. District shall not honor drafts, nor accept goods on a site draft basis. Furthermore, the provisions or moneys due under this Contract shall not be assignable. In the event that District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is LATER. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. As a prerequisite, invoices must reflect agreed upon list price and extension. **All invoices shall be sent to Lane County School District No. 4J, Attention: Accounts Payable, 200 N. Monroe, Eugene OR, 97402-4295.** A Purchase Order number must be obtained and placed on each invoice to ensure prompt payment.

17. Withholding Payment

In the event District determines that Selected Proposer has failed to perform any obligation under this Contract within the times set forth in this Contract, then District may withhold from amounts otherwise due and payable to Selected Proposer the amount determined by District as necessary to cure the default, until District determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Selected Proposer to termination or damages, provided that District promptly gives notice in writing to Selected Proposer of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due.

18. Right to Audit

District reserves the right to audit, at reasonable times and places, the books and records of any Selected Proposer who has submitted cost or pricing data according to the terms of a Contract, to the extent that such books and records relate to such cost or pricing data. Selected Proposer who receives a Contract, for which cost or pricing data are required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the Contract.

19. Pricing

During the period of the Contract, District reserves the right to perform a spot market analysis to ensure competitive prices are obtained. As part of this analysis, District can go elsewhere for an item or items if a lower price can be obtained. Selected Proposer has a pre-emptive right to honor the lower price for this item if it wishes.

20. District Personnel

No officer, agent, consultant, or employee of District shall be permitted any interest in the Contract.

21. Contract Alterations

No alteration in any of the terms, conditions, time, delivery, price, quality, quantities, or specifications will be effective without the prior WRITTEN consent of District.

22. Order to Precedent

In the event of ambiguity, preference shall be in this order: Statement of Work, General Terms and Conditions, the solicitation document, then the proposal document. For discrepancies between this Contract and the Oregon Attorney General's Model Public Contract Rules Manual, preference shall be given to Board Policy then the Rules Manual.

23. Other Government Agencies

Pursuant to ORS 279A.215 other government agencies may join together with District to add their requirements. Said agency/agencies shall have the power and authority to contract directly with the successful Selected Proposer under the terms of this Contract.

24. Non-Discrimination Clause

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred forthwith from receiving awards of any Purchase Order from District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

25. Provisions by Reference

The following provisions of the Oregon Revised Statutes are conditions or clauses of this text and incorporated by reference.

279B.220	CONDITIONS OF PUBLIC CONTRACTS CONCERNING PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES
279B.235	CONDITIONS CONCERNING HOURS OF LABOR
279B.230	CONDITIONS CONCERNING PAYMENT FOR MEDICAL CARE AND PROVIDING WORKERS' COMPENSATION

26. Hazardous Materials

Orders will not be accepted if they contain any hazardous materials and arrive without labeling meeting Oregon Administrative Rule 437-155-0020 (OSHA Hazard Labeling Rules). The shipment must also include Material Safety Data Sheets (MSDS) essentially similar to Form OSHA 20, as required by Rule 437-155-0025.

27. Recyclable Products

Selected Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document (ORS 279B.270 (2)). Preference for the purchase of recycled materials shall be in accordance with ORS 279A.125.

28. Use of Tobacco Products

Smoking and the other use of tobacco products is prohibited on all District property, pursuant to OAR 581-021-0110.

29. Fingerprinting

All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual cost.

Note: ODE charges \$59 for the background check and there is an additional \$12.50 fee to have fingerprints completed for the background check.

<http://www.4j.lane.edu/hr/icbackgroundprocess/>

30. Taxes

District is tax exempt. All taxes shall be the responsibility of Selected Proposer.

31. Dispute Resolution

31.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between District and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for District of Oregon. In no event shall this section be construed as a waiver by District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 31.1.

31.2 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

PROPOSAL RESPONSE

Provide responses to the following:

- A. Qualification & Experience: Please list the experience of the firm. List, at a minimum, the type of contract, location, owner, contract values, date, and duration. Include the name of the firm's single contact person, and resumes of the licensed technicians who are going to serve the District during the term of the signed Service Contract.
- B. References: Please list references who can be contacted and who can address the above information. List the Owner, title, contract description, location, values, date, and duration for past contracts. For each contract, list a current phone number where the contact person can be reached.
- C. List the location of the prime firm: Indicate if the prime firm had a business office in Lane County, Oregon on or before 07/01/2008.
- D. General Firm Approach: Discuss the general philosophy and approach to servicing the client's radio communication needs. Please feel free to comment in any fashion that you believe will assist the screening committee to understand your general approach and methodology. You may, for example, comment on your approach to the District's needs, how you see yourself working with clients, how you are organized, the job titles used by your firm, their meaning, etc.
- E. Specific Approach: Evaluate the District's present 2-way communication system and equipment and comment with regard to how you view the efficacy of the current system. Make recommendations, if applicable, regarding essential improvements in light of current technology and future trends. Describe in detail any necessary transition or implementation plan, including tasks, sequence, and schedule. Include, under Item 1 of the Proposed Pricing and Fees, estimated cost for implementing your recommended approach.
- F. Proposed Service Contract: In addition to the pricing included under #10 of Scope of Work (Pricing item 3. below), describe the terms of the proposed Service Contract and any details you wish to highlight.
- G. Location of Transmitting Equipment: The District reserves the right to conduct tests of the coverage over the full extent of the District boundaries.
- H. Interview and Presentation: Following review of the proposals, the review committee may decide to conduct interviews of selected proposers. The purpose of the interview will be to ask questions regarding the individual proposals and/or to bring clarification to specific items or details of the existing and proposed communication systems and related contract arrangements.

- I. Proposed Pricing and Fees: Include labor, materials, and all other hidden costs associated with performing the required work for the following:

<u>TASK</u>	<u>COST</u>	<u>UNIT</u>
1. <u>Implementation or transition plan for relocation and/or system changes, upgrades, and enhancements. Also include initial reprogramming of radios if applicable.</u>	\$ _____	Lump Sum
2. <u>Testing and demonstrating system performance and coverage.</u>	\$ _____	Lump Sum
3. <u>Proposed Service Contract (Submit Monthly Rates)</u>		
Dispatch only	\$ _____	per radio
Handheld Radio Repair (T&M)	\$ _____	per hour
4. <u>Maintain existing (5) frequency licenses.</u>	\$ _____	annually
5. <u>Establishing new operating frequencies and associated work.</u> Per Frequency:	\$ _____	each
6. Reprogram programmable radio (on an as needed basis)	\$ _____	each or,
	\$ _____	per hour
7. Purchase radios (including batteries, necessary accessories & initial programming)		
NX-3320 – Handheld	\$ _____	each
NX-1300 NUK – Handheld	\$ _____	each
8. Reprogram all handheld radios summer 2021 per Item 12 of Scope of Work	\$ _____	per radio

PROPOSAL CERTIFICATIONS

NON-DISCRIMINATION CLAUSE

Proposer agrees not to discriminate against any client, employee or applicant for employment or for services because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any Proposer who is in violation of this clause shall be barred from receiving awards of any Purchase Order from District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

RESIDENT CERTIFICATE

Please Check One:

_____ Resident Proposer: Proposer has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal, has a business address in this state and has stated in this proposal whether Proposer is a "resident bidder" under ORS 279A.120(1)(b).

or

_____ Non-Resident Vendor: Vendor does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Type or Print Officer's Name: _____

SIGNATURE PAGE

District Wide 2-Way Radio Communication Services

**LANE COUNTY SCHOOL DISTRICT NO. 4J
EUGENE, OREGON**

The undersigned proposes to furnish all supplies or perform all work as listed in the Statement of Work, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material, workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by the District policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A. The Proposer has read and understands the specifications and any drawings or attachments and the proposal is made in accordance herewith.
- B. The proposal is based upon the materials, equipment, and systems required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this Request for Proposal may disqualify the vendor as being non-responsive.

The undersigned certifies that the proposal has been arrived at by the vendor independently and has been submitted without any collusion designed to limit independent competition.

The undersigned certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ to No. _____ inclusive.

We therefore offer and make this proposal on furnishing the requested equipment and/or services at the prices indicated herein in fulfillment of the specifications of Lane County School District No. 4J.

Name of Firm: _____

Address: _____

Telephone Number: _____ FAX Number _____

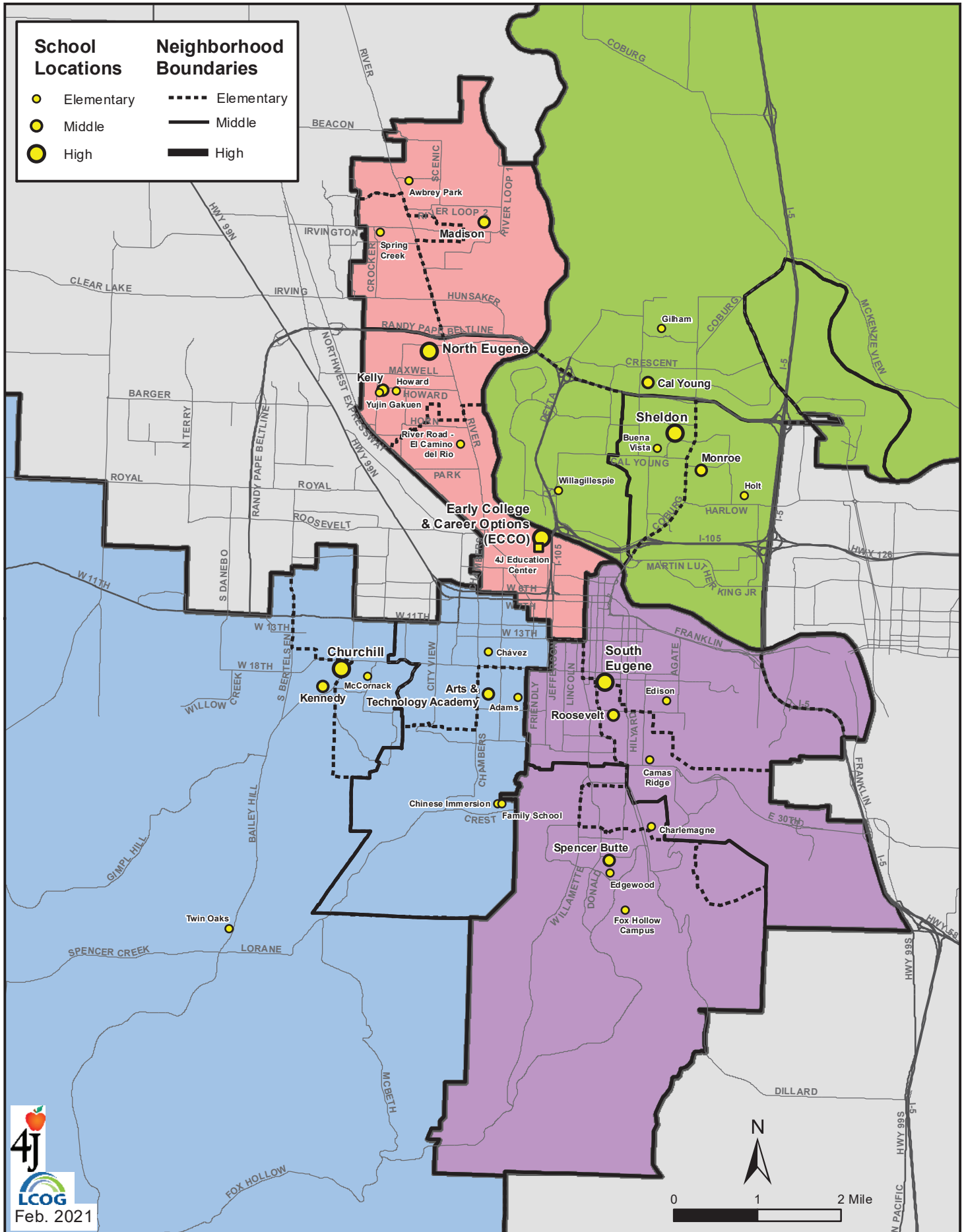
Federal ID Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one Partner.)

Typed: _____
NAME TITLE

If corporation, attest: _____
(Corporate Officer)

Eugene School District 4J: School Locations



APPENDIX B

CURRENT OPERATING FREQUENCY PAIRS (MHZ):

461.5250/466.5250

463.5000/468.5000

461.5375/466.5375

463.5125/468.5125

463.4875/468.4875

APPENDIX C

For services in connection with this project, the District shall be using a Lane County School District 4J Service Agreement, a sample of which follows this page.

APPENDIX C

CONTRACTOR AGREEMENT LANE COUNTY SCHOOL DISTRICT 4J 715 West Fourth Avenue Eugene, Oregon 97402

This Agreement is hereby made between the Lane County School District 4J, hereinafter DISTRICT, and CONTRACTOR, according to the following terms, conditions and provisions:

1. CONTRACTOR is identified as follows:

Firm Name: _____

Contractor's Representative: _____

Address: _____ City/State/ZIP: _____

Business Telephone: _____ Cell: _____

Email: _____ FAX: _____

Federal Employer ID: _____

Type of Entity: Sole Proprietorship Partnership Corporation

2. SERVICES TO BE PROVIDED (Include scope of work, schedule and other provisions including supplies, materials, equipment or services, as applicable):

3. DISTRICT'S REPRESENTATIVE: _____

4. FINGERPRINTING REQUIREMENTS: All individuals with whom a Contractor/Business contracts, or any employee, agent or subcontractor of a Contractor must undergo a preliminary background check with the District. Individuals who will have direct, unsupervised contact with students shall also be required to submit fingerprints and to undergo a state and nationwide fingerprinting and criminal history records check pursuant to ORS 326.603 and ORS 326.607. The Oregon Department of Education provides such fingerprinting services for Contractors. Individuals, or the Contractor, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual cost. Note: ODE charges \$59 for the background check and there is an additional \$12.50 fee to have fingerprints completed for the background check. <http://www.4j.lane.edu/hr/icbackgroundprocess/>

5. DATE AND DURATION: This agreement shall be effective commencing on _____ and extending through _____, unless otherwise terminated or extended.

6. PAYMENT: The DISTRICT shall pay the CONTRACTOR the agreed sum of _____

for Time and Materials for work described herein.

Purchase Order to be charged: _____

7. CONTRACTOR REQUIREMENTS: The CONTRACTOR agrees to perform the work or services as described in this Agreement in accordance with the Terms and Conditions of this Agreement (ATTACHMENT A) and Drawings and Specifications listed below:

8. CONTRACTOR is an Independent Contractor within the meaning of ORS 670.600 and is not an employee of the DISTRICT.

9. SIGNATURES: It is so agreed this _____ day of _____.



CONTRACTOR

Date


DISTRICT

Date

APPENDIX D

	<h1>4J</h1> <h2>Programming Sheet</h2>			
←HOME CHANNEL				
	Home Channels	NON-CRITICAL CHANNELS	TALK AROUND (Y/N)	EXTRA ZONE
X			yes	no
	Key Assignments:	T/A Channel frq: 464.5/186.2		
	Orange button: Home Channel	Scan by default		
	Side 1: Squelch Open	Special Inst. :		
	Side 2: Screen Lamp			
	Knob: Channel up/down			
	Right/Left Arrow: Zone up/down	Work Order #		
	"A" Button: Scan add/delete			
	"S" Button: Scan			

APPENDIX D

	<h1>4J</h1> <h2>Programming Sheet</h2>			1/10/2018
←HOME CHANNEL	<h3><u>ATA DatFile #3E</u></h3>			
	ZONE 1	ZONE 2	ZONE 3	ZONE 4
	Home Channels	NON-CRITICAL CHANNELS	TALK AROUND (Y/N)	EXTRA ZONE
X	ATA	all schools	yes	EMERGENCY
	district-listen only	add Ed Center to "all schools" list		
	Key Assignments:	T/A Channel frq: 464.5/186.2		
	Orange button: Home Channel	Scan by default: ZONE 1 ONLY		
	Side 1: Squelch Open	436-14-B2101955		
	Side 2: Screen Lamp	436-04-B7B11114	new 1-15-18	
	Knob: Channel up/down	436-08-B7B11115	new 1-15-18	
	Right/Left Arrow: Zone left/ right			