

BID NUMBER: RFP-0029

BID TITLE: Managed WI-FI

BID ENVELOPE/PACKAGE CONTAINING BID:

Bids MUST be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of your entire bid. Late bids, e-mailed bids and faxed bids will not be considered nor returned. Union County will not be responsible for any lost or misdirected mail.



**UNION COUNTY FINANCE
300 MAIN STREET
MAYNARDVILLE, TN 37807
anndyer@unioncountyttn.org**



**Website: <http://www.unioncountyttn.com/>
(865) 658-3400 Phone
(865) 329-7428 Fax**

REQUEST FOR PROPOSAL NOTICE

Union County Board of Education is currently issuing a request for proposal on Managed Wi-Fi (Including Equipment, Installation, Monitoring and Managed Services). The Request for Proposal and /or requirements may be obtained by email to

purchasing@unioncountyttn.org.

Sealed proposals must be submitted to Union County Finance Office, 300 Main Street, Maynardville, TN 37807 ATTN: RFP 0029 Managed Wi-Fi. Response must reference "In response to 470 #160038954. Proposals will be accepted until 10 a.m, April 27, 2016 at the Finance Office location. Submissions will be opened immediately following the close of the bids. Union County Board of Education reserves the right to reject any and all bids.

Sealed proposals subject to the **General Terms and Conditions** of this Formal Invitation and any other data attached or incorporated by reference. Proposals will be received in the Union County Finance Office until the date and time specified above and at that time publicly opened and read aloud. The Bid envelope must show the Bid Number, Name, and Opening Date

Bid documents must be completed in ink or typed, signed in ink, and free from alterations, erasures or mark-throughs.

THERE WILL BE A PRE-BID MEETING CONDUCTED ON

April 12, 2016 at 9:00 a.m. at the Board of Education Central Office located at 3006 Maynardville Hwy,
Maynardville, TN 37807

THIS MEETING IS NOT MANDATORY; HOWEVER, IT IS HIGHLY RECOMMENDED

Bid documents must be completed in ink or typed, signed in ink, and free from alterations, erasures or mark-throughs.

SECTION 1 - GENERAL TERMS AND CONDITIONS

1.1 ALTERATIONS OR AMENDMENTS: Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Union County without prior written approval.

1.2 NO CONTACT POLICY: After vendor receives a copy of this bid, any contact initiated by any vendor with any Union County representative, other than the Finance Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Union County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

1.3 QUESTIONS: Any questions concerning the bid document must be submitted to anndyer@unioncountyttn.org no less than forty-eight (48) hours before bid opening date.

1.4 BID STAMP: The bid/time stamp in the Union County Finance office will be the time of record.

1.5 TAXES: Union County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

1.6 CONFLICT OF INTEREST: If requested by the Director of Finance, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

1.7 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

1.8 NON-DISCRIMINATION: Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

1.9 SAME AS OR EQUIVALENT TO: Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Union County's responsibility. The designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Union County will determine if the item bid does meet or exceed the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as was requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

1.10 MULTIPLE BIDS/AWARDS: Union County will consider multiple bids that meet specifications. Bid awards may include multiple approved vendors and the list of approved vendors may be added to or deleted from at anytime.

1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119 b): No bid will be opened or considered for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, unless the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

1.12 ACCEPTANCE: Vendors shall hold their price firm and subject to acceptance by Union County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. to be supplied, their

conformity with specifications, their suitability to the requirements of Union County and the delivery terms. Any or all bids may be rejected for good cause.

1.13 BID AWARDS: Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications, their suitability to the requirements of Union County and the delivery terms. Union County also reserves the right to not award this bid.

1.14 PROTEST: Any vendor wishing to protest the bid award shall notify in writing the Union County Director of Finance, 300 Main Street, Maynardville TN 37807. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Director of Finance, in conjunction with the Finance Committee, and with the advice and counsel of the County Attorney, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Union County within sixty (60) days of the final decision.

VENDORS PLEASE NOTE: UNION COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.

1.15 DELIVERY: Bid pricing is to include complete supply and delivery to Union County, Tennessee. Vendors are to state the delivery time in the bid. Union County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in their bid, reference Terms & Conditions section 2.4.

1.16 PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Bidders must, upon the request of Union County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Union County will make the final determination as to the bidder's ability.

1.17 VENDOR'S DEFAULT: Union County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

1.18 DUPLICATE COPIES: Union County requires that all vendors submit one original and one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

1.19 DRUG-FREE WORKPLACE: Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors shall provide a written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Finance Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Director of Finance must receive questions regarding the specifications or bid procedures not less than seventy-two (72) hours prior to the time set for the bid opening.

1.22 TERMINATION: Union County reserves the right to terminate this contract in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

1.23 OSHA SAFETY: The Contractor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

1.24 PERFORMANCE BOND: A standard surety or performance bond or an irrevocable letter of credit in favor of Union County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

1.25 BACKGROUND CHECKS: Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

1.26 AWARD RESULTS: As soon as practicable after proposal or bid evaluations, Union County shall post the award decision to its web page: <http://www.unioncountyttn.com/>. Individual notices are normally not mailed or e-mailed except to the successful vendor.

1.27 PRICE INCREASE/DELIVERY CHARGES: Request for price or delivery charge increases must be received in writing 30-days prior to implementation. The Union County Director of Finance will review requests and make a determination to continue or cancel services.

1.28 INDEMNIFICATION/HOLD HARMLESS: Contractor shall indemnify, defend, save and hold harmless Union County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

1.29 DECLARATIVE STATEMENT: Any statement or words (i.e.: must, shall, will, etc) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

1.30 WAIVING OF INFORMALITIES: Union County reserves the right to waive minor informalities or technicalities when it is in the best interest of Union County.

1.31 APPROPRIATION: In the event no funds are appropriated by Union County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

1.32 ASSIGNMENT: Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Union County.

1.33 QUANTITIES: Union County does not guarantee quantities to be purchased off this bid.

1.34 UNIT PRICE: Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the pricing page for each item bid. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.35 MODIFICATION OR WITHDRAWAL OF BIDS When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Finance Department prior to the time and date set for the bid opening. The changes or withdrawal of the bids should be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid: Either the entire bid or a particular item may be withdrawn or modified in this manner.

1.36 PRE-BID CONFERENCES – Attendance at Pre-bid Conference is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be awarded the bid.

1.37 ADDENDUM -Union County Government reserves the right to amend this solicitation by addendum. Addendum will be posted to the website <http://www.unioncountyttn.com/> up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addendum can change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

Bid Requirements:

- Response **MUST** reference this Form 470.
- Wording on the outside of the envelope should be “In response to 470 # 160038954”.
- We will not respond to general solicitations, generic emails, or spam. We will respond to all specific questions in a timely fashion and will schedule a tour of all entities, if requested.
- Bidder must agree to participate in the E-rate Program for the corresponding funding year(s).
- Bidder must have a valid SPIN. Please include this SPIN on your response.
- Bidder is expected to provide Lowest Corresponding Price per E-rate rules.
- Please include estimated other charges and fees in the quote.
- Bidder will be automatically disqualified if the District determines that the bidding company has offered any employee of the District any individual gift of more than- \$20 or gifts totaling more than \$50 within a 12 month period.
- Bidders must be able to provide three references.
- Bidders must integrate service with existing Internet Service Provider.
- Bidders must be licensed contractors or subcontractors in compliance with the provisions of the Tennessee Code Annotated (TCA).

Contracted Services and Equipment

- All contracts awarded will be contingent upon E-rate funding and final Board approval unless otherwise noted. The applicant may choose to do all or part of the project upon funding notification.
- Union County reserves the right to choose specific schools with greater need (instead of committing to all 11 sites).
- Contracts for network equipment must state that equipment can be delivered and installed by September 1, 2016, or 120 days after E-Rate approval.
- Any price fluctuation during the contract term must be identified.
 - Bidder **MUST** identify any proposed items that are ineligible for E-rate support. In addition, if any ineligible items are part of a response, we request they be quoted separately.
- Winning bidder will be required to submit the final equipment list on the USAC provided template for Item 21 data entry as soon as the bid is awarded. (Template is a part of the 471 application.)
- Bidders must agree to bill only the applicant’s out of pocket expenses (SPI method) for equipment purchases.
- Bidder must be willing to provide updates on proposed solution, product roadmaps, and end of life announcements.
- All proposed switches and access points must include a reliable warranty and support at no cost to the school district. A reliable warranty means greater than or equal to 5 years and that the product is still supported after the basic 1-year manufacturer’s warranty. A reliable warranty must cover all GBICs, trans-receivers, power supplies, modules, fan trays, etc.
- All proposals must include a copy of the manufacturer’s reliable warranty.
- All proposed items must support the ability to be managed from the networking hub.
- The winning bid must have highly available, geographically redundant datacenters for cloud-based Wi-Fi management and control and must be able to immediately address outages/poor connectivity within a 2-hour period.
- Bid must include both 802.11 a/b/g/n and 802.11ac service solutions.
- Bid must provide a minimum RF strength of -70 dBm or better across all identified coverage areas (either 2.4GHz or 5GHz coverage models available), and validation of Wi-Fi RF signal strength, signal-to-noise ratios and overall coverage using industry standard measurement tools and testing.

- Bid must provide bi-directional bandwidth steering for adaptive radio band management that will automatically place connected Wi-Fi clients on the spectrum and channel that most optimizes performance and mitigates RF interference.
- Automatic software updates to all components of the service throughout the service contract, based on testing and customer-requested functionality.

Network design and installation must include

- (a) Power over Ethernet (PoE) and wired Ethernet connectivity to the locally installed Wi-Fi access points.
 - (b) Integration to the wireless local area network (WLAN) service with the LAN, for access to local resources such as printers and file servers.
 - (c) Seamless roaming between access points.
 - (d) Provide WI-FI policies that include variable bandwidth and access control to different users based both on their authenticated username and device type
 - (e) Comprehensive monitoring and reporting analysis including data analysis, number of/information pertaining to clients served, identify applications/ operating systems in use
- Options to include necessary cabling from the managed switches to each access point
 - Bidders must include all necessary SSID, Wi-Fi security and policy design, implementation and ongoing management, as required, to meet evolving onboarding and security requirements.
 - Highly scalable architecture.
 - 5-Year Extendable Contract Option must be included.

Evaluation Criteria:

Union County Schools reserves the right to reject any or all proposals, and to select the bid that it believes offers the best overall benefit to the school system.

Award of the bid will be based on the following criteria, with a maximum of 100 possible points:

Price – E-Rate Items: 30 Points

- 20-30 points for lowest bidders
- 10-19 points for mid-range
- 0 - 9 points for highest bidders

Other Costs/Price Non-Erate Eligible Items: 5 Points

Prior Experience: 20 Points

- Similar projects and references
- Experience with provider

Personnel Qualifications: 10 Points

- Staff
- Management

Responsiveness: 15 Points

- Response to Email, phone calls, etc
- Office location in relation to district
- Local representatives available

Technical Merit: 20 Points

- Bid meets the technical needs/specifications requested
- Completed all bid requirements

Functional Equivalents

Proposals are requested on products that are the functionally equivalent or better than the brands listed below. References to brand names, trade names, model numbers, or other descriptions are made to establish a required level of quality and functional capabilities and are not intended to exclude other manufacturers.

Comparable products of other manufacturers will be considered if proof of comparability and compatibility is contained in the proposal. Vendors, if proposing other than specified, are to clearly identify the manufacturer and the model number and must provide written, complete justification as to how the product complies with all specifications outlined within this RFP and how the product integrates with existing devices as well as the complete list of manufacturer published specifications related to the requested products. It shall be the responsibility of the bidders to furnish descriptive literature with their proposal such that specifications, catalog pages, brochures or other data will provide an adequate basis for verifying the quality and functional capabilities of the product offered. Failure to provide this data will be considered valid justification for rejection of the proposal.

Requested Wireless Equipment

1. Complete coverage for eleven school/administrative sites, including adequate number of access points, distribution switches, IDF distribution switches, wireless controllers, licensing for AP's and controllers.
2. Must state the manufacturer's warranty.
3. List prices of access points and all equipment must be a turnkey system functionally equivalent to aerohive AP230.
4. This is a turn-key fully-managed wifi solution with design, installation and implementation, support, monitoring, and maintenance. Must include switches, cabling, access points, full coverage in all buildings.

Locations

Union County Technology Center: 635 Main St, Maynardville, TN 37807

- Cafeteria and Gym high density areas.
- Classrooms need full coverage.
- Cat 6A Cabling – 2 cable pulls to each

Union County School District Building: 3006 Maynardville Hwy, Maynardville, TN 37807

- All offices need coverage along with conference room.
- Cat 6A Cabling – 2 cable pulls to each

Big Ridge Elementary: 3420 Hickory Valley Rd, Maynardville, TN 37807

- Cafeteria and Gym high density areas.
- Classrooms need full coverage.
- Cat 6A Cabling – 2 cable pulls to each

Luttrell Elementary: 241 Tazewell Pk, Luttrell, TN 37779

- Cafeteria and Gym high density areas.
- Classrooms need full coverage.
- Cat 6A Cabling – 2 cable pulls to each

Maynardville Elementary: 615 Main St, Maynardville, TN 37807

- Cafeteria and Gym high density areas.
- Classrooms need full coverage.
- Portables need coverage.
- Cat 6A Cabling – 2 cable pulls to each

Sharps Chapel Elementary: 150 Main St, Sharps Chapel, TN 37866

- Cafeteria and Gym high density areas.
- Classrooms need full coverage.
- Cat 6A Cabling – 2 cable pulls to each

Paulette Elementary: 1001 Maynardville Hwy, Maynardville, TN 37807

- Cafeteria and Gym high density areas.
- Classrooms need full coverage.
- Cat 6A Cabling – 2 cable pulls to each

Elementary Middle Alternative: 635 Main St, Maynardville, TN 37807

- Small building, only 1-2 WAPs and switch needed.

Horace Maynard Middle School: 435 Main St, Maynardville, TN 37807

- 2016-17 1:1 initiative.
- Cafeteria and Gym high density areas.
- Classrooms need full coverage.
- Cat 6A Cabling – 2 cable pulls to each

Union County High School: 150 Main St, Maynardville, TN 37807

- Cafeteria, Commons Area, Library and Gym high density areas.
- Classrooms need full coverage.
- Field House needs coverage.
- Cat 6A Cabling – 2 cable pulls to each.

Union County Alternative: 115 Wilson Ln, Maynardville, TN 37807

- Classrooms need full coverage.
- 2 portables need coverage.
- Cat 6A Cabling – 2 cable pulls to each

Maps of each site will be available upon request.