

**Attachment A  
Signature Page**

Notice: Bidder must complete and sign below and return this page with the RFP response.

Section A

Bidder:

The undersigned certifies as follows:

1. That he/she has read and understands all requirements and specifications of the RFP, all of which are incorporated by this reference; and that he/she agrees to all requirements, specifications, terms, and conditions of the RFP referenced above; and that he/she will furnish the designated item(s) and/or service(s) as quoted in the Proposal; and
2. The proposer hereby certifies that he/she is a resident bidder, as defined in ORS 279.029, of the State of Oregon
3. By initialing this space \_\_\_\_\_ proposer certifies that she/he has not discriminated against minority, women, or emerging small business enterprises in obtaining any required subcontracts. By initialing this space \_\_\_\_\_ proposer hereby certifies to the best of proposer's knowledge, he/she in compliance with all Oregon tax laws described in ORS 305.380(4).
5. That his/her company has been certified as one of the following registered business classifications:

DBE \_\_\_\_\_ Corporation \_\_\_\_\_ Other (Identify) \_\_\_\_\_

Company Name and Address:

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Signed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2002

by: \_\_\_\_\_

Notary Signature

Notary Public for the State of \_\_\_\_\_ My Commission Expires: \_\_\_\_\_



**Attachment B**  
**Insurance Requirements**

1. Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage which LCOG may carry. A copy of each policy or a certificate satisfactory to LCOG shall be delivered to LCOG prior to commencement of the Work. Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the state of Oregon and shall contain an endorsement entitling LCOG to not less than thirty (30) days prior written notice of any material change, nonrenewal, or cancellation. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, LCOG shall have the right to require Contractor to increase the Contractor's coverages to the statutory limit for such claims and to increase the aggregate coverage to twice the amount of the statutory limit. The adequacy of all insurance required by these provisions shall be subject to approval by LCOG's Risk Manager. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination of this contract by LCOG.

1.1 Comprehensive General Liability

Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1 million, for bodily injury, personal injury, or property damage. Such policy shall contain a contractual liability endorsement to cover Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming LCOG as an additional insured, in a form satisfactory to LCOG, and expressly providing that the interest of LCOG shall not be affected by Contractor's breach of policy provisions.

1.2 Comprehensive Automobile Liability

Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1 million, for bodily injury, personal injury, or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming LCOG as an additional insured, in a form satisfactory to LCOG, and expressly providing that the interest of LCOG shall not be affected by Contractor's breach of policy provisions.

### 1.3 Workers' Compensation Insurance

Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier-insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. Contractor shall provide LCOG with such further assurances as LCOG may require from time to time that Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law. Contractor is a subject employer that will comply with ORS 656.017.

**Attachment C**  
**Agency Systems, Rates, Cost Summary by System**

For each option presented, please list the monthly cost per system in a format similar to the one below. Options, such as coverage of voice mail systems, should be listed separately. Separation of rates between materials and labor would be helpful, so costs for additional systems can be calculated. If rates differ between systems, please list rates per port per system type.

System	Ports	Monthly cost, materials	Monthly cost, labor, three dedicated technicians	Monthly cost, other options
Eugene/Lane County Hub	3371			
Lane County Public Works	192			
Lane County Youth Services	215			
Lane County Jail	221			
Lane Workforce Partnership	50			
Lane County Mental Health	99			
City of Eugene Public Works	149			
City of Eugene Wastewater	79			
City of Eugene Fire/9-1-1	115			
LCOG Springfield	67			
LCOG Cottage Grove	25			
Lane Transit District	173			
4J Schools Education Center hub	367			
North Eugene High School	131			
Churchill High School	154			
South Eugene High School	206			
Sheldon High School	170			
4J Schools Key Systems	1405			
City of Corvallis/Benton Co Hub	1183			
Lane Education Service District	212			
Lane Community College Hub	1482			
LCC Flight Technology	38			
LCC Downtown Center	142			
LCC Florence	21			
LCC Cottage Grove	26			
LCC Wildish	35			
<b>Total</b>	10328			



**Attachment D  
System Information**

<b>System</b>	<b>Type</b>	<b>Software level</b>	<b>Ports</b>	<b>T1 spans</b>	<b>Other equipment</b>
Eugene/Lane County Hub	ICS DXH	6100 J	3371	22	ACD/ Navigator, Alcatel DS- 3 muxes
Lane County Public Works	2000 IVS2	2300	192	1	
Lane County Youth Services	2000	1900	215	1	
Lane County Jail	IMX	7400	221	1	
Lane Workforce Partnership	2000	1900	50	1	
Lane County Mental Health	2000	1900	99	1	
City of Eugene Public Works	2000	1900	149	1	
City of Eugene Wastewater	ICS	V70	79	1	
City of Eugene Fire/911	2000	1900	115	1	
LCOG Springfield	2000	1900	67	1	
LCOG Cottage Grove	2000	1900	25	1	
Lane Transit District	2000	1900	173	1	
4J Schools Education Center hub	IMX	1900	367	2	AVT
North Eugene High School	2000	1900	131	2	
Churchill High School	2000	1900	154	1	
South Eugene High School	2000	1900	206	1	
Sheldon High School	2000	1900	170	1	
4J Schools Key Systems	Norstar	various	1405	0	
City of Corvallis/Benton Co Hub	ICS DXH	6100J	1183	5	ACD
Lane Education Service District	2000 IPS	planned	212	1	8pt Octel
Lane Community College Hub	ICS DXH	6100 E	1482	9	ACD/Nav; Octel Overture 250
LCC Flight Technology	2000	1900	38	1	
LCC Downtown Center	IMS SIM	5200 R4	142	1	ACD navigator
LCC Florence	2000	1900	21	1	
LCC Cottage Grove	2000	1900	26	1	
LCC Wildish	2000	1900	35	1	
<b>Total</b>			10328		



**Attachment E**  
**Piece Part, System, and Labor Pricing**



**Attachment F**  
**City Of Eugene - Standard Contract Provisions**

**Personal Services Contracts**

The following provisions if applicable are hereby included in and made a part of the attached personal services contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and federal laws, rules, regulations, and guidelines:

**1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625)**

These provisions are applicable to any contract with a Contractor if the City purchases goods or services from the Contractor costing \$2,500 or more in any fiscal year:

- 1.1 During the performance of this contract, the Contractor agrees as follows:
  - 1.1.1 The Contractor will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
  - 1.1.2 Those Contractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
  - 1.1.3 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.
- 1.2 The Contractor will, prior to commencement and during the term of this contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 1.1 above.

1.3 If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with Section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the contractor or any subcontractors of the Contractor have failed to comply with any of the terms of paragraphs 1.1 or 1.2, a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of paragraphs 1.1 and 1.2.

1.4 Failure to comply with any of the terms of paragraphs 1.1 and 1.2 shall be a material breach of this contract.

1.5 The Contractor shall include the provisions of paragraphs 1.1 through 1.4 in contracts with subcontractors so that such provisions will be binding upon each subcontractor.

**2. Payment of Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens, and Withholding Taxes (ORS 279.312)**

The Contractor shall:

2.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the prosecution of the work provided for in such contract.

2.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the contract.

2.3 Not permit any lien or claim to be filed or prosecuted against the City of Eugene or any subdivision or agency or employee thereof on account of any labor or material furnished.

2.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

### **3. Payment of Claims by Public Officers (ORS 279.314)**

3.1 If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the public officer or officers representing the City of Eugene may pay such claims to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this contract. The payment of a claim in the manner authorized shall not relieve the Contractor or his/her surety from his or her obligations with respect to any unpaid claims.

**4. Hours of Labor (ORS 279.316)**

4.1 No person shall be employed for more than eight (8) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals under this contract who are excluded under ORS 653.010 to 653.261 or under 29 USC Sections 201-209 from receiving overtime.

**5. Payment for Medical Care and Attention to Employees (ORS 279.320)**

5.1 The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

5.2 The Contractor and all subject employers working under this contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

**6. Labor Contract Conditions (Eugene Code, 1971, Section 2.030)**

6.1 The Contractor shall comply with all the provisions required of contractors on a "public contract" as defined in ORS 279.310(1) and the requirement of Eugene Code Sections 4.615 to 4.655 concerning human rights.

6.2 The Contractor shall, in the event he/she willfully violates the provisions of Sections 1 through 6, or knowingly files false affidavits of compliance, waive for a period of one year any right to bid upon any public works project let by the City.

6.3 If a Contractor or subcontractor violates the provisions of Sections 1 through 6, the City may, at its option, terminate said contract or subcontract and said Contractor or subcontractor in such event shall forfeit all rights under his/her contract except to payment for actual labor and materials furnished to the City. The City may waive in whole or in part any forfeitures or sanctions provided in this paragraph.

**7. Nondiscrimination on the Basis of Disability (Americans with Disabilities Act, 42 USC sec. 12101 et seq.)**

The Contractor shall:

7.1 Comply with all requirements of the Americans with Disabilities Act, 42 U.S.C. sec. 12101, et seq., and all regulations implementing the Act, especially including those regulations set forth at 28 C.F.R. sec. 35.130, or any later replacement for those regulations, directly or indirectly applicable to Contractor as a result of a contract with the City.

7.2 To the extent legally possible, Contractor shall indemnify and hold City, its officers, agents and employees, harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by Contractor and Contractor's employees, agents, officers and contractors in connection with Contractor's obligations concerning services, aid or benefits to be provided to individuals with disabilities. In the event any such action or claim is brought against City, Contractor shall, upon City's tender, defend the same at its sole cost and expense, promptly satisfy any judgment adverse to City or to City and Contractor jointly, and reimburse City for any loss, cost, damage or expense (including legal fees) suffered or incurred by City. This right of indemnification and to be held harmless shall be in addition to, and not in replacement of any other right that City may have under any statute, under the common law or under this contract.

7.3 By acceptance of this agreement, Contractor warrants that Contractor is familiar with the requirements of the Americans with Disabilities Act and the regulations to enforce the Act. Contractor further warrants that Contractor is in compliance with the requirements of the Act concerning local government services applicable to Contractor as a result of this agreement. Contractor shall continue to comply with all applicable provisions of the Act. City shall have the right to inspect, upon reasonable notice, Contractor's records, and all locations where the work is to be performed to assure compliance with all applicable provisions of the Act.

**Attachment D  
System Information**

System	Type	Software Level	Analog Ports	Digital Ports	Trunk Ports	Ports	T1 Spans	Other Equipment
Eugene/Lane County Hub	ICS DXH	6100 J	1217	1524	663	3404	22	ACD/Navigator, Alcatel DS-3 Muxes
Lane County Public Works	2000 IVS2	2300	57	108	27	192	1	
Lane County Youth Services	2000	1900	65	127	23	215	1	
Lane County Jail	IMX	7400	30	160	31	221	1	
Lane Workforce Partnership	2000	1900	11	8	23	42	1	
Lane County Mental Health	2000	1900	6	70	23	99	1	
Lane County Fair/Extension	2000	1900	55	54	23	132	1	
City of Eugene Public Works	2000	1900	34	92	23	149	1	
City of Eugene Wastewater	ICS	V70	37	27	15	79	1	
City of Eugene Fire/911	2000	1900	15	77	27	119	1	
LCOG Springfield	2000	1900	12	32	23	67	1	
LCOG Cottage Grove	2000	1900	16	5	4	25	1	
Lane Transit District	2000	1900	45	105	23	173	1	
4J Schools Education Center hub	ICS	6300	180	156	31	367	2	
North Eugene High School	2000	1900	16	91	24	131	2	
Churchill High School	2000	1900	24	106	24	154	1	
South Eugene High School	2000	1900	42	140	24	206	1	AVT 16 Pt inst2001
Sheldon High School	2000	1900	27	119	24	170	1	
4J Schools Key Systems	Norstar	various				1405	0	
City of Corvallis/Benton Co Hub	ICS DXH	6100J	533	556	94	1183	5	
Lane Education Service District	2000 IPS	planned	150	38	24	212	1	
Lane Community College Hub	ICS DXH	6100 E	968	330	234	1532	9	
LCC Flight Technology	2000	1900	24	5	9	38	1	ACD
LCC Downtown Center	IMS SIM	5200 R4	74	47	28	149	1	8pt Octel
LCC Florence	2000	1900	11	9	6	26	1	ACD/Nav; Octel Overture 250
LCC Cottage Grove	2000	1900	19	6	6	31	1	
LCC Wildfish	2000	1900	16	13	6	35	1	ACD navigator
<b>Total</b>			<b>3684</b>	<b>4005</b>	<b>1462</b>	<b>10556</b>	<b>61</b>	

3404  
192  
215  
221  
42  
99  
132  
149  
79  
119  
67  
25  
173  
367  
131  
154  
206  
170  
0  
1183  
212  
1532  
38  
149  
26  
31  
35  
0  
9151

**Attachment C  
Agency Systems, Rates, Cost Summary by System**

For each option presented, please list the monthly cost per system in a format similar to the one below. Options, such as coverage of voice mail systems, should be listed separately. Separation of rates between materials and labor would be helpful, so costs for additional systems can be calculated. If rates differ between systems, please list rates per port per system type.

<b>System</b>	<b>Ports</b>	<b>Monthly cost, materials</b>	<b>Monthly cost, labor, three dedicated technicians</b>	<b>Monthly cost, other options</b>
Eugene/Lane County Hub	3404			
Lane County Public Works	192			
Lane County Youth Services	215			
Lane County Jail	221			
Lane Workforce Partnership	42			
Lane County Mental Health	99			
Lane County Fair/Extension	132			
City of Eugene Public Works	149			
City of Eugene Wastewater	79			
City of Eugene Fire/9-1-1	119			
LCOG Springfield	67			
LCOG Cottage Grove	25			
Lane Transit District	173			
4J Schools Education Center hub	367			
North Eugene High School	131			
Churchill High School	154			
South Eugene High School	206			
Sheldon High School	170			
4J Schools Key Systems	1405			
City of Corvallis/Benton Co Hub	1183			
Lane Education Service District	212			

Lane Community College Hub	1532			
LCC Flight Technology	38			
LCC Downtown Center	149			
LCC Florence	26			
LCC Cottage Grove	31			
LCC Wildish	35			
<b>Total</b>	<b>10556</b>			



**Attachment D  
System Information**

System	Type	Software level	Analog Ports	Digital Ports	Trunk Ports	Ports	T1 spans	Other equipment
Eugene/Lane County Hub	ICS DXH	6100 J	1217	1524	663	3404	22	ACD/ Navigator, Alcatel DS-3 muxes
Lane County Public Works	2000 IVS2	2300	57	108	27	192	1	
Lane County Youth Services	2000	1900	65	127	23	215	1	
Lane County Jail	IMX	7400	30	160	31	221	1	
Lane Workforce Partnership	2000	1900	11	8	23	42	1	
Lane County Mental Health	2000	1900	6	70	23	99	1	
Lane County Fair/Extension	2000	1900	55	54	23	132	1	
City of Eugene Public Works	2000	1900	34	92	23	149	1	
City of Eugene Wastewater	ICS	V70	37	27	15	79	1	
City of Eugene Fire/911	2000	1900	15	77	27	119	1	
LCOG Springfield	2000	1900	12	32	23	67	1	
LCOG Cottage Grove	2000	1900	16	5	4	25	1	
Lane Transit District	2000	1900	45	105	23	173	1	
4J Schools Education Center hub	ICS	6300	180	156	31	367	2	AVT 16 Pt inst2001
North Eugene High School	2000	1900	16	91	24	131	2	
Churchill High School	2000	1900	24	106	24	154	1	
South Eugene High School	2000	1900	42	140	24	206	1	
Sheldon High School	2000	1900	27	119	24	170	1	
4J Schools Key Systems	Norstar	various				1405	0	
City of Corvallis/Benton Co Hub	ICS DXH	6100J	533	556	94	1183	5	ACD
Lane Education Service District	2000 IPS	planned	150	38	24	212	1	8pt Octel 100

Lane Community College Hub	ICS DXH	6100 E	968	330	234	1532	9	ACD/Nav; Octel Overture 250; 32 pt; Aria 02.00.35-1
LCC Flight Technology	2000	1900	24	5	9	38	1	
LCC Downtown Center	IMS SIM	5200 R4	74	47	28	149	1	ACD navigator
LCC Florence	2000	1900	11	9	6	26	1	
LCC Cottage Grove	2000	1900	19	6	6	31	1	
LCC Wildish	2000	1900	16	13	6	35	1	
<b>Total</b>			<b>3684</b>	<b>4005</b>	<b>1462</b>	<b>10556</b>	<b>61</b>	

LCOG: N:\TELECOM\DW\WP\DOC\CONTRACT\TELEPHONE MAINT RFP AMEND1.DOC  
 Last Saved: March 20, 2002