

**Reynolds School District #7  
Request for Proposals  
VOICE OVER IP (VOIP) Telephone Communication System  
E-Rate Yr 16 (2013-2014)**

**Request for Proposals Issued: February 5, 2013**

**Deadline for Submittal of Proposals: March 7, 2013  
Before 2:00pm**

**Attention:  
Office of the Chief Financial Officer  
\*VOIP Bid Proposal\*  
Reynolds School District #7  
2014 NE 201<sup>st</sup> St  
Fairview, OR 97024**

**SUMMARY**

The Reynolds School District is soliciting quotes for a **Voice Over IP (VOIP) Telephony System**. **Vendors must respond to all of the requested services.**

**OBJECTIVE OF THIS RFP**

The purpose of this RFP is to solicit proposals from vendors qualified to design, upgrade, and implement a VoIP Telephone Communications system in all buildings within the Reynolds School District. We will consider proposals from single vendors or from multiple vendors working as a team, provided one of the vendors serves as the primary vendor with single-source contractual liability for all other vendors, including their services, equipment, supplies and all other components that go into making the work complete. The ideal vendor(s) will have experience in the public sector, and have worked with local school districts entities in Oregon or Washington that are both larger and smaller than the Reynolds School District #7.

**BACKGROUND**

The current telecommunications system is a combination of 3COM NBX v5000 or v3000 with approximately 1046 handsets with scattered fax machines in multiple locations throughout the District (shown below). All sites are currently linked to the District Office network, though each site has its own physical PBX (phone core). Only 3 sites have directly connected PRI T1s, but all sites utilize one of the 3 T1s via the WAN links. All sites have two dedicated copper phone lines for 911 only backup. Each site also has direct link into the building intercom system. Models and makes of intercom systems vary from site to site. Currently, the remote location, Edgefield campus – PDC, RLA East, Early Childhood, has only four dedicated phone lines that are separate from the main site telecommunication system.

## REYNOLDS SCHOOL DISTRICT TELEPHONY ENVIRONMENT

The Reynolds School District has approximately 1100 employees located at multiple locations within the District.

The District telephony consists of the following locations:

Building	Address	Total Phones	Classroom	Office	Fax
Alder Elementary	17200 SE Alder Street Portland, OR 97233-5989	56	51	5	1
Davis Elementary	19501 NE Davis Portland, OR 97230-8035	44	40	4	1
Fairview Elementary	225 Main Fairview, OR 97024-0039	41	37	4	1
Glenfair Elementary	15300 NE Glisan Portland, OR 97230-4859	47	43	4	1
Hartley Elementary	701 NE 185th Place Portland, OR 97230-7103	43	39	4	1
Salish Ponds Elementary	1210 NE 201st Avenue Fairview, OR 97024			4	1
Scott Elementary	14700 NE Sacramento Portland, OR 97230-3860	36	32	4	1
Sweetbriar Elementary	501 SE Sweetbriar Lane Troutdale, OR 97060 7103	43	39	4	1
Troutdale Elementary	648 SE Harlow Troutdale, OR 97060	39	35	4	1
Wilkes Elementary	17020 NE Wilkes Road Portland, OR 97230-5999	36	32	4	1
Woodland Elementary	21607 NE Glisan Fairview, OR 97024	44	40	4	1
Lee Middle	1121 NE 172 <sup>nd</sup> Avenue Portland, OR 97230-7103	74	57	17	1
Reynolds Middle School	1200 NE 201 <sup>st</sup> Avenue Fairview, OR 97024-7103	17	17		1
Walt Morey Middle	2801 SW Lucas Troutdale, OR 97060-7103	65	54	11	1
Reynolds High School	1698 SW Cherry Park Road Troutdale, OR 97060	175	147	28	3
Reynolds Learning Academy (West)	20234 NE Halsey Fairview, OR 97024			4	1
PDC	2408 SW Halsey			2	1

	Building A Troutdale, OR 97060				
Reynolds Learning Academy (East)	2408 SW Halsey Building J Troutdale OR 97060			2	
Early Childhood	2408 SW Halsey Building G &H Troutdale OR 97060			0	1
Four Corners School	14513 SE Stark Street Portland OR 97233	44	40	4	1
Operations	20311 NE Glisan Fairview, OR 97024			4	1
Transportation	20311 NE Glisan Fairview, OR 97024			4	1
Admin	1204 NE 201 <sup>st</sup> St Fairview, OR 97024	50		50	1
Admin Campus	1204 NE 201 <sup>st</sup> St Fairview, OR 97024	259	151		
Food Service	1214 NE 201 <sup>st</sup> St Fairview, OR 97024			5	
DMC	1218 NE 201 <sup>st</sup> St Fairview, OR 97024			10	1

### REYNOLDS SCHOOL DISTRICT DATA ENVIRONMENT

The Reynolds Schools District currently utilizes INET through Multnomah Education Service District (MESD). All sites are currently linked with two backbone switches, one from MESD, and one Reynolds HP Layer 3 switch, layer two for the edge cores and lab cores in the building. The Reynolds network is a meshed topology that is interdependent on MESD. MESD routers provide throttled and filtered access to the Internet.

Internally, network connectivity starts at the router (1 at each distribution building or site), feeds by fiber to 1G core switches which subsequently distribute via fiber to 10/100M switches mounted on racks in labs and closets throughout the District. The 10/100M switches terminate at wall jacks or POE (power over Ethernet) switches, to which network devices are attached. This next summer MESD is increasing bandwidth to 1 Gb at each building.

Email is hosted at Microsoft Office 365. We have Macs running mostly OSX 10.6 and our PC's are running at least XP or Windows 7. At most user locations there are only 2 Data CAT 5e or better connection which each PC/Mac currently uses. Most classrooms have 10/100 unmanaged switched hubs in the room that most phones connect to.

## **REQUESTED SERVICES**

Vendor shall assist the District in installing a District-wide VoIP Communications system. Implementing and integrating this system throughout all of the identified District buildings and operations is the goal of this proposal. We would like all users to have access to all services including, but not limited to: direct inward dialing, voicemail with voicemail indicator, caller ID, building and District- wide intercom paging. The project will also include any required network infrastructure additions and upgrades. The system design must be capable of supporting a telephone communications network integrated with the existing data network. Fire alarms and SCADA lines are not included in this RFP.

The District is also open to considering a VoIP solution whereby the District would just own the phones, and the switch(es) would be housed, owned and managed by the host.

## **DELIVERABLES**

We are expecting the vendor to recommend and provide a system that will meet the needs of the Reynolds School District. At minimum, the following deliverables shall be provided by the vendor. Additional deliverables or modifications to the deliverables below may be identified in the final contract with the Vendor.

### **Equipment:**

1. Switches with adequate ports and associated software. For redundancy, we envision needing at least two (2) switches at each building in the proposed solution (unless hosted).
2. Building PBX (phone core)
3. Voice gateways with remote site telephone capabilities.
4. IP Phones: Conference capability may be required on office phones. If sites do not have POE switches than power bricks for phones would be required.
5. District-wide voicemail system with unified communications.
6. Sufficient analog gateways for fax machines and other analog needs.
7. Required software and user/device licenses.
8. Relevant patch cables and other necessary items.

### **Professional Services:**

1. The District expects a turn-key delivery of the VoIP telephone and voicemail system.
2. Configure and install sufficient numbers of Voice gateways with redundancy capability.
3. Configure network to prioritize voice and video-over-data and configure voice on separate VLAN. Proposer is responsible for ensuring end-to-end QoS.
4. Configure telephone system for implementation of DID phone numbers.
5. Configure voicemail system.
6. Support systems cut-over.
7. Provide system administration training.
8. Provide at least two (2) training sessions for each employee/user.
9. Provide instructor training for District IT staff.
10. Provide day two implementation support.

11. Provide 180-day post-upgrade support.
12. Provide full system documentation
13. Provide ongoing warranty services for all systems and equipment provided.

A hosted solution proposal must meet the capability intent of the above. We understand that the specific equipment requirements will vary. District requires, and vendor shall provide, a fully operational “turnkey” system meeting all the requirements of this RFP.

### **RFP OFFICIAL CONTACT**

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the RFP Coordinator or Assistant Coordinator listed below. Unauthorized contact regarding this RFP with other District employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the District. Vendors should rely only on written statements issued by the RFP Coordinator.

RFP Coordinator: Mary Nosack, Interim IT Director  
 1218 NE 201st  
 Fairview, OR 97204  
[itrfp@rsd7.net](mailto:itrfp@rsd7.net)  
[503-491-3411](tel:503-491-3411)

### **PROCUREMENT SCHEDULE**

The procurement schedule for this project is as follows:

Release RFP to Vendors	February 6, 2013
Vendor Questions Due	February 27, 2013
Answers to RFP Questions Released	March 1, 2013
Proposal Due (2:00 p.m.)	March 7, 2013
Vendor Selection	no later than March 14, 2013
Contract Negotiations Complete	March 14, 2013
Contract Awarded	March 14, 2013
Contract Signed	March 14, 2013

*Note: The District reserves the right to adjust this schedule as necessary.*

### **REQUESTS FOR CHANGES/PROTEST PROCEDURES**

Persons may submit a written protest of anything contained in an RFP and may request a change to any provision, specification or contract term contained in the RFP, no later than seven (7) calendar days before the date proposals are due unless a different deadline is clearly stated by the District otherwise. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or contract terms. The District will not consider any protest or request for change that is submitted after the submission deadline.

## LETTER OF INTENT

Vendors wishing to submit proposals are encouraged to provide a written letter of intent to propose by February 27, 2013. (An email attachment sent to [itrfp@rsd7.net](mailto:itrfp@rsd7.net) is sufficient). The letter must identify the name, address, phone, fax number, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A letter of intent is required in order for the District to provide interested vendors with a list of any questions received and the District's answers to those questions.

## QUESTIONS REGARDING THE RFP

Vendors requesting clarification of the RFP requirements may submit written questions to the RFP Coordinator by 4 p.m. (PST) on February 27, 2013. Written copies of all questions and answers will be provided to all vendors who have submitted letters of intent. (An email attachment sent to [itrfp@rsd7.net](mailto:itrfp@rsd7.net) is sufficient).

## PROPOSAL PREPARATION

**It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the District.**

## PROPOSAL SUBMISSION

The following provides specific instructions for submitting your sealed proposal.

**Due Date:** Sealed proposals must be received by the Reynolds School District in the Office of the Chief Financial Officer no later than **Tuesday, March 7, 2013 at 2:00 p.m.** (Pacific Standard Time). Late proposals will not be accepted nor will additional time be granted to any vendor. All proposals and accompanying documentation will become the property of the District and will not be returned.

**Number of Copies:**

A total of three (3) paper copies (2 bound and 1 unbound) and an electronic copy of the vendor's proposal, in its entirety, must be received as specified above.

The District will **not** accept facsimile submittals.

**Address for Submission:**

Office of the Chief Financial Officer  
**\*VOIP Bid Proposal\***  
1218 NE 201<sup>st</sup> St  
Fairview, OR 97030

## EVALUATION PROCEDURES

The RFP coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed solution meets the needs of the District as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the District select the vendor with the best combination of attributes based on the evaluation factors, which include: price; availability and pricing of additional applications not included in the base proposal; vendor's ability to timely deliver products and services; vendor's reputation; warranty coverage and cost; vendor's training, service and support offerings; and ease of system administration by the District. This RFP is intended to provide a standard base for proposers to propose the most appropriate and cost effective system for the District. The District reserves the right to require that a subset of finalist vendors make a presentation to a selection team. Once District staff has selected the vendor which can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District system requirements with the selected vendor, using the vendor's proposal to determine the cost of the system components and options as determined in the sole discretion of the District.

## **APPEALS**

Vendors who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the District Business Office within seven (7) calendar days of the postmark on the Notice of Award or disqualification.

Appeals should be sent to the following address:

**Office of the Chief Financial Officer**

**\*VOIP Bid Proposal Appeal\***

**Reynolds School District #7**

**2014 NE 201<sup>st</sup> St**

**Fairview, OR 97024**

The appeal must describe the RFP and specific citation of law, rule or regulation upon which the protest is based. Include any and all supporting documentation. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for appeal. The District will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the District from executing a contract with any other vendor.

## **Chapter II: Required Proposal Response**

The proposal must provide a summary of the firm's qualifications to perform the duties outlined in the requested services section. This chapter contains information vendors must include to submit their proposals. Please provide the information in separately-identified sections as specified below.

- 1) Cover Letter.

- 2) Proposal Summary.
- 3) Acceptance of Terms and Conditions. Any variation from the RFP requirements must be conspicuously identified in the proposal.
- 4) General Vendor Information.
- 5) Project Staff List.
- 6) Key Project Staff Background Information.
- 7) Customer Reference.
- 8) Project Schedule and Work Plan.
- 9) Limitations.
- 10) Proposed Solution, including specific services and equipment provided, along with the price, terms and conditions of the services and equipment.
- 11) Additional Applications.
- 12) Cost, Duration, and Terms of on-going Maintenance and Support.
- 13) All other costs that go into making the system a “turnkey” project, meeting all requirements in the contract.
- 14) Recommendations.
- 15) Demonstration.
- 16) Methodology for testing performance and effectiveness of system installed; options for removal and refund of payment and refund of payments for future to meet future milestones.
- 17) Emergency services location information.

### **ITEM 1: COVER LETTER**

All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. You may choose to use your company’s letterhead for this form. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Item 2.

The cover letter must contain the following statements and information:

1. “Proposal may be released in total as public information in accordance with the requirements of the laws covering same.” (Any proprietary information must be clearly marked.)
2. “Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the District.”
3. Company name, address and telephone number of the firm submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed.

### **ITEM 2: PROPOSAL SUMMARY**

Summarize your proposal and your firm’s qualifications. Additionally, you may articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.



Your proposal summary is not to exceed **two pages**.

### **ITEM 3: ACCEPTANCE OF TERMS AND CONDITIONS**

Indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitution(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

If your firm takes no exception to the specifications, terms and conditions of this RFP, please indicate so.

### **ITEM 4: GENERAL VENDOR INFORMATION**

1. Please provide the following information:
  - a. Name of parent company
  - b. Length of time in business
  - c. Length of time in business of providing proposed services
  - d. Gross revenues for prior fiscal year
  - e. Total number of clients
  - f. Total number of clients in the proposed service area
  - g. Number of public sector clients
  - h. Number of full-time personnel in:
    - i. Consulting
      - i. ii. Telecommunications
      - ii. Sales, marketing and administrative support
      - iii. Other (Please note relevant staff)
2. Where is your headquarters located? Field offices?
3. Which office would service this account?
4. Please list credit references that can verify the financial standing of your company, including name of institution(s), address and phone number.
5. If the vendor has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. You may attach additional sheets for explanation of this requirement.

The District will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be

jeopardized by selection of the vendor. If no such terminations for default have been experienced by the vendor in the past five years, declare so in the space provided.

If the vendor has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason which termination occurred before completion of the contract during the past five years, describe fully all such terminations, including the name, address, and telephone number of the other contracting party.

A vendor response that indicates that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not acceptable. Restricting the vendor response to include only legal action resulting from terminations for default is not acceptable.

#### **ITEM 5: PROJECT STAFF LIST**

Please identify the proposed project staff members (including subcontractors) who will assist the District with this project. Indicate the percent of time each staff member will be dedicated to the project and each member's years of experience in telecommunications using a format similar to the following:

<b>Staff Member Name</b>	<b>Title</b>	<b>Percent of staff member's time dedicated to project</b>	<b>Number of years in IT</b>

#### **ITEM 6: KEY PROJECT STAFF BACKGROUND INFORMATION**

Please provide the following information for each of the key project staff members. At a minimum, key staff must include your proposed project manager and key contributors to this project.

- a. Vendor name
- b. Staff member name
- c. Position in the company
- d. Length of time in position, and any planned dates of separation from the company or significant leave from duties.
- e. Length of time at company
- f. Project position and responsibilities
- g. Education
- h. Previous work experience
- i. Technical skills and qualifications for the project position

In addition, include resumes for all individuals. Identify all important licenses and certifications held by the project staff. Identify any limitations on the use of any key individuals identified for service to the District. Note the current assignments and location of key members and identify

whether these assignments may conflict with the ability to perform needed work for the District. Describe all experience with similar contracts.

#### **ITEM 7: CUSTOMER REFERENCE**

Please list up to five (5) private sector clients and all [limit to ten (10)] public sector clients for whom you have designed and installed a comparable Communications System or other services relevant to this RFP over the past two years.

- a. Customer/Client Name
- b. Reference Name
- c. Title
- d. Phone Number
- e. Mailing Address
- f. URL where plan copy is available for view (if applicable)
- g. Customer size, start date, end date, service description and contract amount

A vendor response that indicates that the requested information will only be provided if and when the vendor is selected as the apparently successful vendor is not acceptable. Restricting the vendor response to include only legal action resulting from terminations for default is not acceptable.

#### **ITEM 8: PROJECT SCHEDULE AND WORK PLAN**

Provide a detailed project implementation plan that includes:

- A Gantt chart showing beginning and end dates of all tasks (the actual project start date will be determined during contract negotiations)
- A table listing vendor staff assignments and proposed labor hours for all tasks
- A brief description of each task and its work products
- A description of each proposed deliverable
- Training program

#### **ITEM 9: LIMITATIONS**

Describe any circumstances that might limit your ability to provide required or desired services described in this RFP in a timely manner

#### **ITEM 10: PROPOSED SOLUTION**

Describe your proposed solution including the hardware infrastructure, types of phones and locations, and applications/software included. Please include technical capabilities of the total system to include redundancies, warranties and specification sheets for each piece of equipment and descriptions of each software application should be attached in an appendix to your proposal.

If you are proposing a managed solution, in addition to the above, please describe how the District would participate in hosted system upgrades.

#### **ITEM 11: ADDITIONAL APPLICATIONS**

Provide a list of additional applications which are available as options to Proposed Solution (Item 10) together with the cost for each including initial hardware and software costs plus any on-going costs such as licensing fees. Specification sheets for each application should be attached as an appendix to the Proposal.

Applications which are included in the base proposal at no additional cost should also be noted here.

#### **ITEM 12: ON-GOING MAINTENANCE AND SUPPORT**

Please describe the on-going maintenance and support available with your proposed solution, including guaranteed response times. Where optional maintenance plans are available, please describe them here. Costs associated with the above need to be addressed under ITEM 13.

Specifically identify the cost-free warranty period of the system provided (including each subcomponent, if there are different warranties for various portions of the system), and the maximum guaranteed number of years that your company will provide full support for the system once it is installed.

Describe the useful life span of the system as estimated by your company and by the equipment manufacturer.

#### **ITEM 13: COSTS**

The Proposal must contain a cost schedule that includes estimated hours, if billed separately, rates, and overall price of your overall solution. Pricing should be broken down by line item.

Please organize the cost schedule by: 1) Hardware and equipment; 2) Software, programs and licenses (include dates for any license that is not a permanent license; 3) Services and labor for installation; 4) On-going services, warranty (i.e. beyond applicable cost-free warranty periods) and maintenance costs; and 5) Other charges or costs, if applicable. Please coordinate this information with that in ITEM 16 below.

If you are proposing a managed solution, please include all on-going costs associated with managing and updating the system.

#### **ITEM 14: RECOMMENDATIONS**

Provide recommendations, if any, for saving costs without unduly sacrificing the scope, nature or quality of equipment and services desired by the District.

#### **ITEM 15: DEMONSTRATION**

Identify the opportunity for a hands-on demonstration of the proposed telephones and/or systems at Reynolds School District or a nearby city or business.

#### **ITEM 16: METHODOLOGY FOR TESTING PERFORMANCE AND EFFECTIVENESS OF SYSTEM INSTALLED; OPTIONS FOR REMOVAL AND REFUND OF PAYMENTS FOR FAILURE TO MEET MILESTONES**

Provide check points and milestones for meeting agreed-upon performance criteria, and options for District to abandon the system without further obligations if objectives are not achieved.

**ITEM 17: EMERGENCY SERVICES IDENTIFICATION**

Proposals shall clearly identify any adverse impacts to 911 Emergency Response call location.

# **Appendices**

## **RFP AMENDMENTS**

The District reserves the right to change the schedule or issue amendments to the RFP at any time. The District also reserves the right to cancel or reissue the RFP.

## **VENDOR'S COST TO DEVELOP PROPOSAL**

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the District.

## **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

## **REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

If deemed to be in the best interest of the District, the District reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal.

## **PROPOSAL VALIDITY PERIOD**

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the District and the successful vendor.

## **PUBLIC RECORDS**

"Under Oregon state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voicemail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the District, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the District receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the District intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The District assumes no contractual obligation to enforce any exemption."

## **CANCELLATION, DELAY OR SUSPENSION OF SOLICITATION; REJECTION OF PROPOSALS**

The District may cancel, delay or suspend this solicitation if in the best interest of the District as determined by the District. The District may reject any or all proposals, in whole or in part, if in

the best interest of the District as determined by the District. The District reserves the right to reject any or all proposals not in compliance with public contracting procedures.

### **RIGHT TO AWARD OR REJECT**

This RFP does not commit the Reynolds Schools District to award a contract. The District reserves the right to reject any and all proposals and negotiate a contract with one of the proposers. The District reserves the right to offer the contract to other than the low proposer based on evaluation criteria other than just cost.

### **INDEPENDENT CONTRACTOR**

The relationship to the Reynolds Schools District of the successful firm and each of its employees and agents shall be that of an “independent contractor” and not an employee. The successful firm shall have single-point responsibility for all persons and legal entities who provide services to the District, be they employees of the firm or independent contractors. The successful proposer is responsible for determining the appropriate means and manner of performing the work. The successful proposer represents and warrants now, and as part of the contract for services with the District pursuant to this RFP, that the successful proposer is not an employee of the Reynolds Schools District, and that the successful proposer at all times meets and will continue to meet the specific independent successful proposer standards of ORS 670.600. Among other obligations of successful proposer consistent with this status, successful proposer shall be responsible for federal and state taxes applicable to any compensation or payments paid to successful proposer under this contract and, the District will not withhold from such compensation or payments any amounts to cover successful proposer’s federal or state tax obligations.

### **COMPLIANCE WITH LAW**

The successful proposer shall comply with all applicable federal, state, and local statutes, ordinances, administrative rules, regulations, and other legal requirements in performance of the work.

### **CONTRACT AWARD AND EXECUTION**

- The Reynolds Schools District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the District.
- The general conditions and specifications of the RFP and as proposed by the District and the successful vendor's response, as amended by agreements between the District and the vendor, will become part of the contract documents. Additionally, the District will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

- Once District staff has selected the vendor that can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District system requirements with the selected vendor, using the vendor's proposal to determine the cost of the system components and options as determined in the sole discretion of the District. After that negotiation period has ended and District has, in its sole discretion, finalized the system requirements, the vendor selected as the apparent successful vendor will be expected to enter into a contract with the District substantially in the form and content attached, but with the addition of specific information pertaining to the agreed-upon system to be provided for the District. The successful proposer is expected to execute this contract verbatim unless it has proposed specific changes to the contract in its response to this RFP and has later obtained agreement from the Reynolds School District for the contract change. All such proposed changes should be accompanied by an estimate of the cost savings to the District that would result from the recommended change.
- If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the District may elect to cancel the award and award the contract to the next-highest-ranked vendor. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **WARRANTY**

Telephone system and all associated equipment in the bidder's proposal must be warrantied by the bidder and the manufacturer to be free of defects in equipment, software and workmanship for a period of at least one year following system acceptance by District.

## **DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS**

In addition to other standard contractual terms, the District will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Vendor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless for, from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Vendor and its agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

The Vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet or exceed the following unless otherwise approved by the District.

### **LIABILITY INSURANCE**



VENDOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the DISTRICT (Reynolds School District), which company is admitted or otherwise licensed to do business in the State of Oregon.

- A. Said insurance shall insure VENDOR for the benefit of the DISTRICT in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000.
- B. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by VENDOR, or by an employee, representative, or agent of VENDOR, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.
- C. Certificate of Insurance: VENDOR shall require its insurance carrier to provide to the Reynolds School District a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without six (6) months written notice sent by certified mail by the insurance carrier to the Reynolds School District. It is agreed that no person shall perform any acts on behalf of VENDOR without having said insurance in full force and effect.

## **EQUAL OPPORTUNITY COMPLIANCE**

The District is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity.

The proposer, in the performance of this agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

## **OTHER COMPLIANCE REQUIREMENTS**

In addition to any nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

## **OWNERSHIP OF DOCUMENTS**

Any reports, studies, conclusions, and summaries prepared by the proposer, including all proposal documents, shall become the property of the District.

**CONFIDENTIALITY OF INFORMATION**

All information and data furnished to the proposer by the District, and all other documents to which the proposer's employees have access during the term of the contract, shall be treated as confidential to the District. Any oral or written disclosure to unauthorized individuals is prohibited.