Request for Proposal Number RFP # 2014-15 E-RATE WIRELESS COMMUNICATION SERVICES VOICE, DATA, AND BROADBAND; DISTRICTWIDE

A. NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Reynolds School District 7 (RSD7) is inviting proposals from qualified individuals, firms, partnerships, corporations, associations, or professional organizations for proposals and quotes to enhance the mobility and expand the network access inside select RSD7 schools.

B. PROPOSAL SUBMITTAL

All responses must be received by 2:00 pm, Friday, March 14, 2014.

All proposals shall be firm offers subject to acceptance by RSD7 and may not be withdrawn for a period of 90 calendar days following the last day to submit bids. Proposals may not be amended once submitted to RSD7, except as permitted by RSD7.

It is the sole responsibility of the person submitting the proposal to ensure that it is delivered on time. Any proposal submitted after 2:00 pm on Friday, March 14, 2014 will be returned without consideration.

To submit a response to this request please **deliver one (1) original clearly marked "Original" and two (2) copies clearly marked "Copy"** of requested materials in a sealed envelope. All proposals shall be enclosed in a sealed envelope which includes bidder's name and identification plainly marked with the words:

"PROPOSAL RESPONDING TO RFP #2014-15 E-RATE WIRELESS COMMUNICATION SERVICES VOICE, DATA, AND BROADBAND; DISTRICTWIDE"

The proposal and copies shall be submitted to:

Reynolds School District 7 Attn: Business Office 1204 NE 201st St Fairview, OR 97024

RSD7 shall not be responsible for, nor accept as a valid excuse a late proposal delivery, any delay in mail service or other method of delivery used by the proposer.

FOR YOUR CONVENIENCE:

An electronic copy of this RFP can be accessed via Reynolds School District website. URL: https://www.reynolds.k12.or.us/rfps.

POINTS OF CONTACT:

Reynolds School District 7 Attn: Business Office 1204 NE 201st St. Fairview, OR 97024

Phone: 503-661-7200 Email: itrfp@rsd7.net

C. QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS

For questions or comments regarding this RFP process or the RFP documents, please submit your questions or comments in writing. You may submit requests for information and/or clarification in writing until 2:00 pm Friday, February 28, 2014. Questions must be typewritten or printed and sent to RSD7 via e-mail address itrfp@rsd7.net. RSD7 shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

RSD7 will respond in writing to all questions by 5:00 pm Tuesday, March 4, 2014. All answers will be provided as a numbered questions and answer document, for example, RFP Q&A #1.

If it becomes necessary for RSD7 to revise any part of this RFP, or to provide clarification or additional information after the documents are released, RSD7 will e-mail the answers to the bidders.

RSD7 shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential contractors, and potential contractors shall not include any such expenses as part of their RFP. Pre-contractual expenses are defined as any expenses incurred by a potential contractor in: (1) preparing its proposal in response to this RFP; (2) submitting that proposal to RSD7; (3) negotiating with RSD7 any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP.

Withdrawal of Proposal: Any proposer may withdraw a proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of proposals.

To withdraw your proposal, contact:

Reynolds School District 7 Attn Business Office 1204 NE 201st St, Fairview, OR 97024

Phone: 503.661.7200 Email: itrfp@rsd7.net

D. GENERAL INSTRUCTIONS

- 1. **Scope of Contract**. The Contract is for various wireless services, voice, data, text, SMS, and related equipment, hereafter referred to as "Wireless Services". The District will not accept clones, or gray market devices. The District shall be ordering, on an "as-requested (by verbal, online or email order to company representative) and/or "as-scheduled" (delivery as directed) basis for delivery to the District. Contractor shall provide all of the required products, delivery, warranty, set-up if requested and other related services as required within this RFP document, on an "as-scheduled" and/or "as-requested" basis in accordance with all the terms, conditions and specifications specified herein. All wireless services provided under this RFP must be commercially and readily available for purchase.
- 2. **Response to Request for Proposal**. Response to Request for Proposal to receive consideration shall be made in accordance with the following instructions:
- A. Service Provider must provide contract pricing under the Western States Contracting Alliance (WSCA) Contract for Wireless Services.
- B. Response to Request for Proposal shall be delivered to District, on or before the day and hour set for the receipt of Response to Request for Proposal, enclosed in a sealed envelope and bearing the title of the work and the name of the Responding Contractor. Any Response to Request for Proposal received after the scheduled closing time for receipt of Response to Request for Proposal shall be returned to the Responding Contractor unopened.
- 3. **Withdrawal of RFP.** Any Responding Contractor may withdraw his/her RFP, either personally or by written request, at any time prior to the scheduled closing time for receipt of Response to Request for Proposal. However, a Responding Contractor is prohibited from responding again on the same work after withdrawing his/her RFP.
- 4. **Agreement**. The form of agreement for the Contract, which the successful Responding Company, as Contractor, will be required to execute is included in and forms a part of this section and the Contract documents.
- 5. **Addenda**. Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the proposal response page 11 or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.
- 6. **Opening of Response to Request for Proposal.** At the time and place set forth for the opening and reading of Response to Request for Proposal, each and every RFP received prior to the scheduled closing time for receipt of Response to Request for Proposal will be publicly opened. Responding Contractors or their representatives and other interested persons may be present at the opening of Response to Request for Proposal. No award will be made at this time.
- 7. **Award or Rejection of Response to Request for Proposal**. The contract will be awarded at

District's sole discretion. District reserves the right to reject any or all Response to Request for Proposal and/or waive any RFP informality. It is the intent of the District to award Contract(s) either "individually", "as a whole" or "in any combination", whichever would be in the best interest of the District. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to ORS 279ABC, the District reserves the right to award a Contract to the qualified responder(s) whose proposal meets the evaluation standards and will be most advantageous to the school district with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The district further reserves the right to award RFP items on an individual per line item basis to one or more Responses, whichever is in the best interest of the district. The successful Responder(s) will be notified in the event of an award.

8. **Taxes**. The Contract payments shall exclude all applicable taxes. The District shall pay only the Oregon, and/or County local taxes and Use Tax on the rates (unit costs), when applicable will be listed separately on the monthly service invoice. The Federal Taxes or other additional communication charges may be applicable, including but not limited to FCC charges, etc., and will be reflected on monthly service invoices.

Charges and Taxes for any related issued hardware will be billed on account and appear on monthly invoices for service or separately on a monthly service invoice.

- 9. **Inspection of Responding Contractor's Facility**. As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Responding Contractors prior to award of the contract. If representative(s) of the District determine after such inspection that the Contractor may not be capable of providing proper and satisfactory service/product to the District, the Contractor may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period, any time during normal business hours upon prior notice. Responding Contractor may also be required to show evidence of their ability to furnish standard material from identified manufacturer. For the purposes of this RFP, the District understands that, due to the nature of wireless communications, verification of facility may be ability to contact and connect with Contractor's Customer Service centers & support systems. The District will make these contacts as a verification of availability, and may act as sole judge as to the responsiveness; and therefore, the Contractors' available facility.
- 10. **Contractor's Past Performance.** A Contractor may be ruled "Non-Responsive"/"Non-Responsible" based upon Contractor's unacceptable past performance which may include but not limited to: constant late/non deliveries, constant partial deliveries, delivery of wrong materials, products not meeting specification, providing incorrect prices, invoicing problems, default, etc.
- 11. **Contractor Qualifications**. In order to be considered for an award, the Contractor shall meet the following requirements:

The Contractor shall be required to verify that they have been "In The Business" of providing this type of equipment/services for a minimum period of three (3) consecutive years.

12. **Award Criteria.** The document 'Evaluation Standards' included as part of this RFP will determine award(s) of various services and related equipment. Each prospective contractor will be required to respond to the Evaluation Standards to their best ability. The Evaluation Standards are considered part of this RFP and no RFP will be accepted without a response to the Evaluation Standards. The District understands that the Evaluation Standards will require some narrative in response. Please use additional pages and be as complete as possible in providing responses.

NOTE: This is a Requirements Contract; and as such, the District will purchase needed equipment and services which meet the stated specifications, on an "as-needed" basis, provided funds are available and requirements for service(s) and hardware are identified. The estimated figures listed herein are strictly provided for informational purposes only, and does not imply or guarantee that the District will purchase equipment at these cited amounts, or at any amount. The District may purchase none, some, or up to the volume cited, at the discretion of the District, based on availability of funds and requirements for service(s) and hardware are identified within the District. Additionally, the District may have one or more additional contracts to procure the same types of systems/equipment/service.

- 13. **Conflict of Interest**. By its signature hereunder, Contractor certifies that no District employee whose position in the District's service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from this request for proposal. If such conflict exists, the Contractor will notify the District in writing.
- 14. **If Bidder Protest**. Any bidder who submitted a proposal to the District may file a protest provided that each and all of the following are complied with:
 - 14.1 The protest is in writing;
 - 14.2 The protest is filed and received by the District's Chief Financial Officer or designee not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible bidder;
 - 14.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's **Chief Financial Officer** or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the bidder submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No bidder shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the bidder. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the proposal process, the District's intent to award the Contract, or the District's determination to reject all proposals.

15. **Term of Contract.** Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2014 through June 30, 2015. RSD7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

In addition to the requirements outlined in this RFP Service Providers may be subject to additional requirements as outlined in the WSCA user agreements.

Request for Proposal Number RFP # 2014-15 E-RATE WIRELESS COMMUNICATION SERVICES VOICE, DATA, AND BROADBAND; DISTRICTWIDE

C. EVALUATION STANDARDS-

Submit responses in this same numbered order

	Evaluation Standards	Relative Importance
1	Do you offer: Month to Month or minimum	would prefer month to month at same
	contract for cellular service;	cost as annual or two year contract
2	Cost for : Pooled Voice plans (shared among	pooling minutes spreads the
	particular group users) at (or within 100 minutes of),	allocation across many users
	400 minutes	
3	Cost of: Voice plans at (or within 100 minutes of),	what is cost of voice services at
	400 minutes	different tiers of service
4	Do you offer: Roll Over, how does it work? Roll	provides us with ability to have high
	Over minutes (oldest month drop off of rollover);	users save unused minutes (during
		summer months) and draw upon
		those minutes as needed through the
		next year
5	Cost of: Unlimited Text plan, incoming and	many of our staff wish to have text as
	outgoing;	option
6	Cost of: Unlimited Data plan	we need email and other data services
		for many staff
7	Cost of : devices for full data plans	cost
8	Cost of: shipping, normal for placed orders	cost
9	Cost of: Overnight or expedited shipping	cost
10	Cost of: Broadband modem/device	cost
11	Cost of: Broadband access full time, no limit on	cost
	data	
12	Cost to cancel – after one month, one year, 2 years,	cost
	Cell phone	
13	Cost to cancel – after one month, one year, 2 years,	cost
	Broadband	
14	Cost of Activation / Implementation	cost
15	Do you offer: Mobile to Mobile at no charge;	we have many staff people that need
		to talk to one another, many on same
		services
16	Do you support direct Customer Service & vendor	we prefer to work directly with
	relations without third party involvement;	company representatives rather than
		through third party companies

17	Can you guarantee short Customer Service response times in access or exit of plans, ports, changes, additions or deletes, return of product for replacement;	experience has taught us that many hours of time can be wasted trying to find trained people responding to cellular changes and customer related inquires
18	Can you disallow the ability to access entertainment (TV, movies, streaming services) and Directory Assistance calls	to maintain low costs, we wish to lock out, or disable from your central offices/systems
19	Can you disallow the ability to send or receive SMS, multimedia use;	to maintain low costs we wish to lock out or disable some users from such services
20	Do you have: Disaster & emergency response, mobile cell deployment for safety of users,	i.e., companies that have mobile cell systems in case of earthquake, fire, flood or other emergency situations that will cause normal cell service to be interrupted
21	Are you willing to provide fully activated, full data, email, voice and text capable, sample units (up to 5) to determine coverage and use of all options within any district facility;	our testing will resolve: Wireless broadband access and coverage, Cellular access and coverage, actual by experience rather than by provider map
22	Will you grant: two year agreement with option to renew on annual basis up to 5 years total;	to allow us to renew will reduce the amount of time spent on renegotiating each year
23	Will you support our organization the ability to move or roll over or 'grandfather' into California State contracts for same or similar services if such new contracts are made available;	cost savings on state wide contracts may be lower than what can be offered to us on a single district basis, we would like to be able to move into lower cost options if they become available

District Wireless Profile

Number of Cell Phone Users:

- Estimated 50 Smartphones
- Estimated 50 regular cell phones
- Estimated 10 Multiple User Wireless Device such as MiFi or Equivalent
- Estimated 8 Wireless Broadband Cards with Unlimited Data Allowance
- Estimated 50 Wireless Device Broadband Connection; such as, a iPad, iPod, tablet or Equivalent with Unlimited Data Allowance

Estimated Device Purchases: 168; See Breakdown of Users Listed above

Plan Minutes Allowed per Month: minimum 2000 per user, pooled

RFP FORM A This form is required to be submitted with your proposal.

TO: REYNOLDS SCHOOL DISTRICT 7, an Oregon School District, acting by and through its Board of Education ("District"), 1204 NE 201 st , Fairview, OR 97024
FROM: (Name of Company) (<u>SPIN NUMBER</u>)
(Address) (Fed. Tax ID #)
(City, State, Zip Code)
(Telephone) (Fax)
(Email Contact)
(Authorized Signature)
(Name(s) of Bidder's Authorized Representative(s) & Title)
(Date)
RFP Proposal Amount: The proposal must be in ink or typewritten. Write out the total amount of your proposal:
Numeric Proposal Amount: \$
In the event of a conflict between the written and numeric version of the proposal, the written will

prevail.

RFP FORM B CERTIFICATION

This form is required to be submitted with your proposal.

I certify that I have read Request for Proposal #2014-15 E-RATE and the instructions for submitting an RFP. I further certify that I must submit **one** (1) **original clearly marked "Original" and two** (2) **copies clearly marked "Copy"** of the firm's proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

		l, the undersigned acknowledges receipt of all Addendums
•		s set forth below. The undersigned further confirms that
		and is inclusive of, all items or other matters contained in
	(if any)	issued. The Addendum
Nos		received,
		this Request for Proposal are noted above. The undersigned
• 1 1	•	and deliver the goods or services as quoted in accordance with the
terms, conditions, speci	ifications, and p	rices nerein quoted.
Signature		Typed or Printed Name
Title		Company
Address		Address
Telephone		Fax
Date		E-Mail
		If you are responding as a corporation, please place your corporate seal in the space below:
		[Type a quote from the document or the summary of an interesting point. You can position the text box

anywhere in the document. Use the Text Box Tools tab to change the formatting of the pull quote text

box.]

BID FORM C This form is required to be submitted with your proposal, if applicable.

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Proposer is awarded the contract, and no subcontractor not listed below will be used without the written approval of the Reynolds School District 7. Additional numbered pages outlining this portion of the Proposal may be attached to this page. NOTE; Subcontractor's address, telephone number, license number, and expiration date information may be omitted from this form but MUST be submitted within twenty four hours; (1) working day, following the opening of Proposals. Subcontractor's name, city of location, and type of work must be stated on the Proposal enclosed in the sealed envelope.

Proposer Name

SUBCONTRACTORS LIST All subcontractors in excess of ½ of 1% of total Proposal must be listed

SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date:	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()
LICENSE NO.:	Expiration Date:	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		Phone: ()

Request for Proposal Number RFP # 2014-15 E-RATE WIRELESS COMMUNICATION SERVICES VOICE, DATA, AND BROADBAND; DISTRICTWIDE

CONTRACT AGREEMENT

THIS AGREEMENT, made this __th day of March 2012, in the County Multnomah, State of Oregon, by and between REYNOLDS SCHOOL DISTRICT 7, 1204 NE 201st St. Fairview, OR 97024, hereinafter called the District, and

hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

Article 1 -SCOPE OF WORK. The Contractor shall perform within the time stipulated in the contract as herein defined, and shall provide all materials, services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

Request for Proposal Number RFP # 2012-13 E-RATE WIRELESS COMMUNICATION SERVICES VOICE, DATA, AND BROADBAND; DISTRICTWIDE

IT IS THE DUTY OF THE successful awarded "Responding Company", as Contractor to complete the work covered by this "REQUIREMENTS CONTRACT" in exact accordance with the approved specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission by District employee or Consultant contracted with the District unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the district office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

Article 2 – TERM OF CONTRACT. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2014 through June 30, 2015. The Reynolds School District 7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

ARTICLE 3 -CONTRACT PRICE. The District shall pay to the contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of

xxxxxx Dollars and xxxxx cents

(\$xxxxxx.xx), said sum being the total amount of the following amounts stipulated in the proposal:

for Wireless Communication Services, Voice, Data and Broadband per RFP # XXX specifications and addendums, if any.

Article 4 -HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

- a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and
- b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Article 5 -PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

Article 6 -COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Public Notice of Request for Proposal;

Proposal Submittal-Information for Bi	dders;		
General Instructions;			
Evaluation Standards;			
District Wireless Profile;			
WSCA Wireless Contracts;			
RFP Form A-Bidder Contact Informat	ion and Proposal Pr	icing:	
RFP Form B-Certification and	aron una rroposur rr	,	
Addenda Nos	/dated	as issued:	
RFP Form C-Subcontractors List;	/ dated	us issued,	
Contract Agreement;			
Supplementary General Conditions;			
· · · · · · · · · · · · · · · · · ·	Not Applicat	lo on this DED	
Bid Bond;	* *	le on this RFP	
Performance Bond (100%);	* *	le on this RFP	
Payment Bond (100%); and	* *	le on this RFP	
Drawings.	Not Applicat	le on this RFP	
IN WITNESS WHEREOF, this Agreement had and year first above written. CONTRACTOR:	District	a by the above-named parties,	on the
CONTRACTOR.	District		
By:	By:		
- J	Chief	Financial Officer	
Name:	Ciliei		
Dated:	Name:		
Dated:	Name:		
Dated: Federal Tax ID #	Name:		
Federal Tax ID #	Name:		
	Name:		

SUPPLEMENTARY GENERAL CONDITIONS

- A. The implementation of this RFP is contingent on E-rate funding. Any contract will be contingent upon the approval of E-Rate funding and governing board approval. The Universal Service discount mechanism for schools and libraries, commonly known as the E-Rate program, administered by the Universal Service Administrative Co. (USAC) for the Federal Communications Commission will fund a portion of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2014 through June 30, 2015. The Reynolds School District 7 reserves the right to extend the contract annually for up to four (4) additional years; not to exceed a total of five (5) years. In addition, the district reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.
- B. The agreed liquidated damages provision established in Article 6 of the General Conditions is Not Applicable on this Requirements Contract.
- C. Insurance. Not Applicable on this Requirements Contract.
- D. The Bidder's Federal Tax ID # and W-9 form are required for payment of invoices.
- E. The number of Contract Agreements to be fully executed is to be four (4) sets. This allows one (1) original to be provided to the awarded bidder. There are no drawings to be furnished on this RFP. The RFP specifications and addendums are available online.