

**Request for Proposal Number RFP # 2014-15 E-RATE  
Wired and Wireless Network Expansion; District-wide**

ISSUE DATE: February 18, 2014

**CLOSING DATE: March 18, 2014**

**CLOSING TIME: 2:00 PM, Pacific Time**

**Request for Proposal Number RFP # 2014-15 E-RATE  
Wired and Wireless Network Expansion; District-wide**

**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partnerships, corporations, associations, or professional organizations for proposals and quotes to replace existing outdated switches and expand the wired and wireless network infrastructure inside RSD7 schools to accommodate our BYOD initiative. The District is seeking to implement extended, secure coverage in 9 school district buildings.

**B. PROPOSAL SUBMITTAL**

**All responses must be received by 2:00 pm, Friday, March 18, 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All proposals shall be firm offers subject to acceptance by RSD7 and may not be withdrawn for a period of 90 calendar days following the last day to submit bids.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 18, 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  
Wired and Wireless Network Expansion; District-wide"**

**The proposal and copies shall be submitted to:**

Reynolds School District 7  
Attn: Business Office  
1204 NE 201<sup>st</sup> 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>.

**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, March 7, 2014. Questions must be typewritten or printed and sent to RSD7 via e-mail address [itrfp@rsd7.net](mailto: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 11, 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 201<sup>st</sup> St,  
Fairview, OR 97024  
Phone: 503.661.7200  
Email: [itrfp@rsd7.net](mailto:itrfp@rsd7.net)

## D. GENERAL INSTRUCTIONS

1. **Scope of Contract.** The network infrastructure has recently been upgraded in the last two years to expand wired and wireless access through all buildings. While the current network supports Wi-Fi enabled devices in most classrooms the District intends to expand the wireless to support BYOD for student and their families. Additional wiring is needed in order to remove small 8 (or fewer) port hubs in buildings offices and to add additional ports where needed. Existing 3Com switches need to be replaced due to age. RSD7 currently uses Ruckus wireless with redundant controllers. In the last year, new Cisco Catalyst POE switches were installed and support the telephone system and the existing access points. Additional switches and access points should be the same or similar make and model of the Cisco Catalyst 2960 switches.

- 1) Vendor must complete an onsite review/survey to determine the placement of additional access points and additional wiring within the specified time frame as indicated in section 1.5 below.
- 2) All currently wired locations must continue to be provided wired service.
- 3) The wireless network shall be designed by the Vendor to support at least thirty high-speed wireless devices in each classroom. Computer Labs and Libraries shall be designed to support at least fifty devices and cafeterias and multipurpose rooms shall support up to ninety devices.
- 4) Switch ports shall be added to each MDF/IDF hosting access points using switches equivalent to or better than the Cisco Catalyst 2960 switch. Ports shall be POE and added on a two for one basis. For every Access Point port needed, at least one additional port shall be available on the switch.
- 5) Switch ports shall be added to each MDF/IDF for additional wiring needed to replace 8 (or fewer) port switches and any additional wiring, using switches equivalent to or better than Cisco Catalyst 2960 switch. Ports shall be non-POE and added on a two for one basis. The District may exercise its discretion to use POE ports under some circumstances. RSD7 technical staff shall be consulted prior to making any and all determinations.
- 6) 3Com switches will be replaced as follows: all 24 port will be replaced with 48 port and 48 port with 48 ports using switches equivalent to or better than Cisco Catalyst 2960 switch.
- 7) Vendor is responsible for configuring all devices needed to implement the expanded wired and wireless network. RSD7 technical staff shall be consulted prior to making any and all changes to any RSD7 system.
- 8) The wireless network shall be configured to have multiple SSID's on dedicated VLAN's as defined by RSD7 technology staff during installation and setup. Secure enterprise level authentication shall be provided by the controller, radius, LDAP or better solution. RSD7 Staff will be responsible for installing any services needed on RSD7 servers, and will be consulted prior to Vendor configuring those services.
- 9) The Vendor shall provide all physical installation.
- 10) Vendor shall work with RSD7 staff to configure a Guest VLAN and SSID that provides limited network access.
- 11) A complete post-installation site survey shall be completed to show that all educational and office spaces have a minimum RSSI of -65 dBm (in both the 2.4 GHZ and 5 GHZ bands) in all locations of those areas. This survey shall be provided to the district once complete.
- 12) All work not found in conformance with the intent of the proposal shall be repaired promptly at no additional charge to RSD7.
- 13) The Vendor must provide a guarantee that the system will operate and perform as advertised when students, staff and families fully utilize the system. This includes minimum RSSI of -65 dBm (in both the 2.4 GHZ and 5 GHZ bands) in all designated spaces. The Vendor will be required to

provide the appropriate devices at no charge if spaces are found that do not meet the requirements.

- 14) Vendor will provide any additional and/or replacement wiring, patch panels, stacking modules, terminators and/or patch cables as needed to complete this project. Vendor will follow existing numbering and wiring schemes.
- 15) Vendor is responsible for all project management; this is to be a turn-key solution with involvement of RSD7 staff limited to specification of network security parameters, VLAN definition, and installation of any needed services on RSD7-owned servers.

## **1.2 Specifications**

- 1) Equipment must meet or exceed the 802.11 a/b/g/n standard.
- 2) The system must be Wi-Fi Certified for 802.11 a/b/g/n.
- 3) Each access point must be an array of at least 2 radios that support 802.11 a/b/g/n
- 4) Each access point must have at least 1-gigabit Ethernet port.
- 5) Each access point must support VLAN tagging on individual SSID's.
- 6) Each access point must include a built in spectrum analyzer.
- 7) Each access point must have the ability to switch radios from the 2.4 GHz spectrum to the 5 GHz spectrum.
- 8) Each individual radio in an access point must be manageable i.e. increase/decrease RX/TX, capable of setting different security protocols per radio, etc.
- 9) Each access point must be able to load balance traffic across all available radios.
- 10) Each switch proposed must be compatible with and have equal or greater capabilities to the Cisco Catalyst 2960.
- 11) Each switch will have sufficient gigabyte ports to meet the two to one requirement for switch ports.
- 12) Each switch will have sufficient power over Ethernet (POE) ports to meet the two to one requirement for switch ports.
- 13) Any area that does not have a drop ceiling will require a wall mount bracket or other mounting option and suitable wiring raceways and moldings to achieve a finished installation appearance.
- 14) Any area where the wireless access points may be exposed to activities where the access point would be damaged (gymnasium, activity rooms) an appropriate bracket will be installed for protection.
- 15) RSD7 prefers new network cabling drops be installed for each connection. Category 5e cabling is acceptable. Each node must be properly terminated, tested and verified with appropriate documentation. Use of long patch cables is prohibited. Vendor will be responsible for any additional or replacement cabling.
- 16) A minimum throughput of 5 mbps per connected device is required.
- 17) In areas where racks do not exist, install appropriate rack (i.e., wall mount, etc.) better than or equal to Panduit.
- 18) Approximate switches needed based on heat map and walk through analysis:

**MDF/IDF**

Model	\$3245 - 48-port with 370W PoE (WS-C2960S-48LPS-L)	48-port no PoE (WS-C2960S-48TS-L)	C2960S-STACK)
Disc	48P 10/100/1000 4P SLP L2	48P 10/100/1000 4P SLP L2 POE	SFP LC SM
Alder	1	1	2
Davis	0		
Glenfair	2		2
Hartley	1	0	1
Salish	2	2	4
Wilkes	1		1
LMS	1	1	2
RMS	2	3	5
RLA	1	1	2

**Lab Switches:**

Model		48-port no PoE (WS-C2960S-48TS-L)	C2960S-STACK)
Disc			SFP LC SM
Alder		1	1
Davis		1	1
Glenfair		1	1
Hartley		2	2
Salish		3	3
Wilkes		1	1
LMS		2	2
RMS		6	6
RLA		2	2

**1.3 Warranties** All warranties by Vendor and manufacturer on both products and labor must be specified in the proposal. The Vendor's warranties shall commence with acceptance of/or payment for the work in full. Minimum acceptable warranty on hardware, parts, and labor is 3 years.

**1.4 Service** The Vendor must provide terms of service should repair become necessary and the work and materials needed that are not covered under warranty

**1.5 Vendor Site Visit.** Vendors are required to schedule and perform a mandatory heat mapping and walk through tour to be conducted between February 25 to March 3, 2013; 9:30 AM to 3:30 PM. Vendors must schedule a tour with George DeAmicis; gdeamicis@rsd7.net; 503-491-3470

**IMPORTANT NOTICE: Mandatory Heat Mapping & Walk through Tours: February 25-March 3, 2013; 9:30 AM to 3:30 PM; Tuesday-Monday Only. Participation in a heat mapping/walk through tour is required in order to be eligible to submit a Proposal to this RFP.**

## **2.0 Evaluation Methodology**

Each proposal will be evaluated based on criteria and priorities as defined by RSD7, who will choose the submission that, taken as a whole, and in RSD7's sole opinion, is in the best interest of the organization. Proposals should address the evaluation criteria itemized below.

The evaluation criteria include, but are not necessarily limited to, the following:

- Price for all parts, labor, design, project management, programming, and shipping and handling.
- The proposal's alignment with the desired solution as described in section 1, above.

### **2.1 Evaluation Criteria**

- Price – 40%
- Service - 20%
- Support location and experience – 20%
- Quality of References – 20%

**3.0 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.

**4.0 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.

**5.0 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.

**6.0 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 10 or to include all addenda with the RFP proposal documents may be sufficient cause for rejecting the submitted proposal.

**7.0 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.

**8.0 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.

**9.0 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.

**10.0 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.

**11.0 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. **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.

13. **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:

13.1 The protest is in writing;

13.2 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;

13.3 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.

14. **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.

The Contract is expected to begin on or about 7/1/2014, and extend to 6/30/2015.

**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<sup>st</sup>, Fairview, OR 97024

FROM:

(Name of Company) (SPIN NUMBER)

(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.

In submitting this Request for Proposal, the undersigned acknowledges receipt of all Addendums issued by or on behalf of the District, as set forth below. The undersigned further confirms that this Request for Proposal incorporates and is inclusive of, all items or other matters contained in Addendums \_\_\_\_\_ (if any) issued. The **Addendum**

**Nos. \_\_\_\_\_ received, acknowledged and incorporated into this Request for Proposal are noted above.** The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein 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.]

**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:		
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		
LICENSE NO.:	Expiration Date: / /	
SUBCONTRACTOR:		TYPE OF WORK:
Location/Address:		

**Request for Proposal Number RFP # 2014-15 E-RATE  
Wired and Wireless Network Expansion; District-wide**

**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 201<sup>st</sup> 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  
Wired and Wireless Network Expansion; District-wide**

IT IS THE DUTY OF THE successful awarded "Responding Company", as Contractor to complete the work covered by this "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 Expanded Wireless per RFP # 2014-15 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 Bidders;  
General Instructions;  
Evaluation Standards;  
District Wireless Profile;  
WSCA Wireless Contracts;  
RFP Form A-Bidder Contact Information and Proposal Pricing;  
RFP Form B-Certification and  
Addenda Nos. \_\_\_\_\_/dated \_\_\_\_\_ as issued;

RFP Form C-Subcontractors List;  
Contract Agreement;  
Supplementary General Conditions;  
Bid Bond;  
Performance Bond (100%);  
Payment Bond (100%); and  
Drawings.

Not Applicable on this RFP  
Required  
Not Applicable on this RFP  
Required

All of the above named contract documents are intended to be complementary. Work required by one of the above named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:

District

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_

Spin # \_\_\_\_\_



## 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 4 of the General Conditions is Not Applicable on this Requirements Contract.
- C. Vendor will provide performance bond within 10 days of being awarded the contract.
- D. Insurance. Within 10 days after notification of award, the vendor shall furnish to the Reynolds School District #7 a Certificate of Insurance showing compliance within the following limitations:
  - 1) The Vendor agrees to comply with the provisions of Worker's Compensation Laws of the State of Oregon.
- E. The Bidder's Federal Tax ID # and W-9 form are required for payment of invoices.
- F. 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.