



REQUEST FOR PROPOSAL

RFP NO. 26-1819 ANALOG BUSINESS SERVICE LINES

PROPOSALS ACCEPTED UNTIL:

2:00:00 PM PDT WEDNESDAY, JUNE 19, 2019

CONTACT:

Purchasing Department
2815 East Garland
Spokane, WA 99207
509-354-7174
Buyer: Lisa Palmer

TABLE OF CONTENTS

PROPOSAL SIGNATURE PAGES.....	2
PROPOSAL PRICING.....	4
SECTION I - GENERAL INFORMATION.....	4
A. INTRODUCTION /CONTRACT TERM.....	4
B. OVERVIEW.....	5
C. RFP ADMINISTRATIVE PROCEDURES.....	5
SECTION II - INSTRUCTIONS TO BIDDERS.....	9
A. FORM AND STYLE.....	9
B. AUTHORIZING SIGNATURE.....	9
C. SUBMISSION OF RFPs.....	9
D. Response and Evaluation.....	9
E. DOCUMENTATION.....	9
F. PROPOSAL STRUCTURE.....	10
SECTION III – CONTRACT.....	11

APPENDICES (see spreadsheet)

Appendix A	Vendor Information & Reference Form
Appendix B	Vendor Questions
Appendix C	Pricing Spreadsheet
Appendix D	List of Analog Lines

PROPOSAL SIGNATURE PAGES

Proposals are subject to all requirements furnished with this Request for Proposal document. By signing below, vendor affirms having read the terms, conditions and specifications, and agrees thereto and warrants that products and services supplied herein conform to specifications herein, except if otherwise stated in a special condition by Spokane Public Schools.

By signature on their proposal, Proposers certify that: they have read this Request for Proposal (RFP); are legally authorized to bind the Proposer; agree to furnish the requested supplies, equipment or services in accordance with this RFP.

Receipt of Addenda numbered _____ is hereby acknowledged.

(Fill in number of each addenda received)

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

WASHINGTON UBI NO.: _____ FEDERAL TAX ID: _____

CONTACT NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

Legally Authorized Signature:

PRINTED NAME: _____ DATE: _____

TITLE: _____

SIGNATURE: _____



PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in quoting this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate

Name _____

Title _____

Telephone Number _____

as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed _____

Title _____

Firm _____

Address _____

City & State _____

Date _____

PROPOSAL PRICING

Provide total installed pricing for the sections being proposed in this RFP using the pricing spreadsheet attached in **Appendix C**. The vendor will be required to break out all costs individually including taxes and surcharges. Do not change the quantity of items being requested or reformat the spreadsheet provided.

Note that the quantities listed are close approximates but may be changed without penalty either before the RFP is awarded, prior to installation, or after services have cutover.

Quantities of Analog POTS lines.

129 Analog POTS lines (see Appendix D for list)

SECTION I - GENERAL INFORMATION

A. INTRODUCTION /CONTRACT TERM

Spokane Public Schools (also referred to as the “District” in this RFP) has prepared the attached RFP document for the procurement of Telecommunications Carrier Services to support our district schools and administrative offices.

This Request for Proposal (RFP) contains the instructions governing the proposal to be submitted by interested Proposers, the format in which proposal is to be submitted, and the material to be included therein. All Proposers waive any right to claim damages of any nature, whatsoever, based upon the selection process. Proposers who submit proposals that do not follow the instructions or do not provide the information requested within this RFP may be subject to immediate rejection. All proposals submitted shall be complete with pricing guaranteed for the term of the contract including extensions. **The term of this contract shall be from date of award through August 31, 2022 with two one-year automatic renewal options.**

1. Schedule:

RFP Release	Thursday, May 30, 2019
Last day for Questions	4:00 PM PDT Friday June 14, 2019
Proposals Due	2:00:00 PM PDT Wednesday, June 19, 2019
Anticipated Contract Award	July 17, 2019.
Estimated Implementation	July - September 2019

2. Proposal Delivery and Contact for Questions:

Upon release of this RFP, additional information regarding this RFP or any questions regarding the terms, conditions, or specifications may be obtained by contacting Spokane Public Schools Purchasing Department as shown below. Proposal delivery, as described in Section II.C, shall be directed to the following as well:

Lisa Palmer, Buyer II
Purchasing Department
Spokane Public Schools
2815 East Garland
Spokane, WA 99207
509-354-7188
E-Mail: lisapal@spokaneschools.org

Vendors who seek information, clarification or interpretations from any other Spokane Public School employees are advised that such material is used at the vendor's own risk and the District shall not be bound by any such representations.

B. OVERVIEW

1. Background

Spokane Public Schools, located in the greater Spokane Area, includes approximately 54 buildings.

2. Telephone POTS Line Service

Spokane Public Schools also has approximately 129 standard analog business lines terminated at the various sites. These are primarily used as fax lines, alarm lines, elevator lines and emergency telephone service. A list of these circuits (with phone numbers and addresses) is included in this RFP on the attached spreadsheet as Appendix D.

3. Long Distance Service

The District uses a minimal amount long distance service on the fax machines. The numbers below are based on a recent high-volume month of long-distance fax machine use.

- 313 minutes Intra-State Long Distance
- 994 minutes Inter-State Long Distance
- 3 minutes international long distance

C. RFP ADMINISTRATIVE PROCEDURES

1. Acceptance/Rejection

Spokane Public Schools reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all proposals, to waive informalities, and to contract in the best interests of the District.

2. Addenda

Should Spokane Public Schools consider it necessary to revise any part of this RFP; an addendum will be made available to all interested parties registered with the Purchasing Department. All official clarifications or interpretations of the proposal documents will be by written addenda. Clarification given in any other form will be informal and unofficial.

3. Service Requirements

All proposals will be evaluated using the criteria listed in Section II.D. Vendors must respond to the questions and submit pricing as required.

Any vendor proposing to provide the services must provide services at all locations. Vendors will not be allowed to only provide services at some of the sites requiring business lines (the vendor must be able to provide business line service to all District sites).

4. Errors in Proposals

Vendors are responsible for all errors or omissions in their proposals, and any such errors or omissions will not serve to diminish their obligations to Spokane Public Schools.

5. Nondiscrimination

In the performance of this Agreement, the parties assure compliance with state and federal guidelines and regulations regarding nondiscrimination against any employee/student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability in employment, services, or any other benefits under the agreement. Gender or racial harassment of any employee/student with regard to any of the above is strictly prohibited.

6. Awards

Successful vendor will be notified by the Purchasing Office via email following purchase approval by the Spokane Public Schools Board of Directors. The District seeks qualified Vendors and reserves the right to reject any and all Proposals, to waive any and all informalities and the right to disregard all non-conforming, non-responsive, or conditional responses.

The District may conduct such investigations, as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the Vendor to supply materials and/or services to the District's satisfaction within the prescribed time.

The District reserves the right to reject the proposal of any Vendor who does not pass any such evaluation to the District's satisfaction. If the Contract is to be awarded, the District will give the successful Vendor a Notice of Award within sixty (60) days after the Proposal Due Date.

7. RFP Pricing

Unless otherwise specified, all prices shall be for services installed and delivered to Spokane Public Schools sites. RFP Pricing shall include all installation and transition costs. Services proposed requiring equipment shall include the FOB cost of the equipment. The quantities listed are close approximates and may be changed by the District at any time without penalty. The pricing must be individually itemized to accommodate any such changes.

8. Spokane Public Schools Not Responsible for Preparation Costs

Costs incurred by vendors in preparation of their proposal, including travel and personal expenses, may not be charged as an expense of performing the contract. Spokane Public Schools shall not pay for costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

9. Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Spokane Public Schools and may be returned only at Spokane Public Schools option. Spokane Public Schools reserves the right to use any ideas presented in response to the RFP. Public records are open to reasonable inspection by the public.

10. Law Compliance

Proposer agrees to fully comply with all Federal, State, and local laws, orders, rules, regulations, and ordinances including, but not limited to, those relating to industrial insurance, unemployment compensation, social security, minimum wages, equal employment, safety standards and building codes, and the Proposer shall indemnify and save harmless the District for any claim liability or expense by reason of the failure of the Proposer or any of his/her subcontractors to comply with such laws, orders, rules, regulations, or ordinances.

11. Minority Owned and Women Owned Business Enterprises

Spokane Public Schools encourages the participation of Minority Owned and Women Owned Business Enterprises in this proposal.

12. Prevailing Wages

This project does not fall under the prevailing wage requirements. The awarded Contractor will not be required to submit prevailing wage documentation to the District.

13. Proposal Changes or Withdrawal

All changes and erasures must be made before proposal opening time and initialed. Proposers may not withdraw their proposal after the proposal opening time or prior to the award of contract. No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior District consent.

14. Proposer's Certification

By signature on their proposal, Proposers certify that: they have read this Request For Proposal; are authorized to bind the Proposer; agree to furnish the requested supplies, equipment or services in accordance with this RFP.

15. Protection of Materials and Equipment

The Contractor shall be held responsible for any and all materials and equipment to be installed under this Contract and will be required to make good at his own cost any injury or damage which said materials or equipment may sustain from any source or cause whatsoever before final acceptance thereof.

16. Questions Received Prior to Opening of Proposals

All questions must be in writing through Public Purchase and will be directed to Lisa Thompson, Buyer II. Questions and responses regarding any RFP specification or clarification will be provided to all potential vendors by written addendum.

17. Required Review

Proposers shall carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defect and questionable or objectionable material must be made in writing and received by the purchasing agent at least ten (10) days prior to the deadline for receipt of proposals. This will allow for issuance of any necessary amendments/addendums. It will also help prevent the opening of a defective solicitation and exposure of vendors proposals upon which award could not be made. Protests based upon any omission error, or the content of the solicitation will be disallowed if not made in writing at least ten (10) days prior to the deadline for receipt of proposals.

18. Taxes and Fees

The proposal must separately list and include full itemization of all taxes and fees that will be charged.

19. Local Office

It is a requirement of this RFP that a proposing vendor have an office in the Spokane region. Include the address and type of office in your response.

20. FOB Spokane Public Schools

FOB designated SPS Site. All invoices shall be sent to Accounts Payable, 200 North Bernard, Spokane, WA 99201 and shall include all costs associated with shipping and delivery. Purchase order number must be clearly stated on invoice. SPS shall provide payment within 30 days receipt of an approved, acceptable invoice pending goods have been received by the District.

SECTION II - INSTRUCTIONS TO BIDDERS

A. FORM AND STYLE

RFP responses must use the forms provided. Explanations should be inserted into the forms at the appropriate locations.

B. AUTHORIZING SIGNATURE

Using the page provided in this RFP, all proposals must include an original signature by an individual authorized to bind the Proposer to its provisions. The proposal must remain valid for 120 days from the deadline for receipt of proposals; the awarded contract must provide fixed pricing through no later than August 31, 2022.

C. SUBMISSION OF RFPs

- i. Two copies of the RFP and other documents and an electronic copy on a disc or thumb drive is required to be submitted with the RFP be enclosed in a sealed envelope and shall be deposited at, Spokane Public Schools Purchasing Department, 2815 East Garland, Spokane, WA 99207 prior to the time and date for receipt of RFPs. RFPs received after the proposal due date/time will be returned unopened. The envelope shall be addressed to Spokane Public Schools, Attention Purchasing Department, at the above address. If the RFP is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "RFP 26-1819 Proposal Enclosed" on the face thereof.
- ii. The Proposer shall assume full responsibility for timely delivery at the location designated above. Proposals received at a location other than the Purchasing Office will not be accepted.
- iii. Fax copies and electronic delivery of proposals are not allowed and will not be accepted.

D. Response and Evaluation

Award will be given to the vendor who can provide all items and services outlined in Section 4 based on the evaluation matrix below.

1. The costs for service(s) considered or proposed. 60%
2. Quality of the service(s) and capability of the vendor to provide the proposed service. 20%
3. The vendor's experience and performance quality on similar contracts and services as verified by vendor references. 20%

E. DOCUMENTATION

- i. If any additional documentation is required in supporting of the proposal's answers to RFP questions, it should be added as an additional appendix and be cross-referenced to that particular question within the RFP.
- ii. A current financial statement of the proposing entity is required.
- iii. A minimum of three (3) references are required, where similar services are provided to customers within similar size projects. Use the form in Appendix A.

F. PROPOSAL STRUCTURE

Proposers are to use this RFP document, the included forms, and the following structure for their proposal.

1. SIGNATURE PAGES & CERTIFICATIONS
 - a. Business Line Services (Analog / 1FB)
2. VENDOR INFORMATION (Appendix A)
 - a. Brief summary of relevant background information
3. TECHNICAL SPECIFICATIONS RESPONSE
 - a. A brief description of the proposed services
 - b. Answers to each question shown in Appendix B of this RFP
4. VENDOR REFERENCES (Use Appendix A)
5. Pricing Proposal (Appendix C)

SECTION III - CONTRACT

If awarded the project as defined in this RFP, Proposer agrees to furnish and install all services in accordance with the General Terms and Conditions below. This RFP # 26-1819 and the Proposer's responding Proposal will be incorporated and made a part of this contract.

GENERAL TERMS AND CONDITIONS

1. Term and Amount of Contract

The term of this contract, if applicable, shall be as stated on the face of the District's Invitation for RFP and Purchase Order Forms, or Standard Agreement Form, subject to the availability of funds. The maximum amount of this contract shall not exceed that amount stated on the face of the District's Contract, payable solely from funds appropriated for the purpose of this contract. This amount may be changed during the term of this contract only by amendment to this contract. This contract is effective on the District's issuance date.

2. Amendments

Unless specifically prohibited by the solicitation document, which was the basis for this contract, this contract may be amended by mutual consent of the parties. An amendment shall not be effective until approved by the Associate Superintendent of School Support Services. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

3. Proposer Commitments

Any written commitment by the Proposer within the scope of this contract shall be binding upon the Proposer. Failure of the Proposer to fulfill any such commitment shall render the Proposer liable for liquidated or other damages due to the District. Such commitments include but are not limited to:

- a. Any warranty or representation made by the Proposer in the RFP or proposal as to service performance, service availability or up-time, or other physical design or functioning characteristics of a service.
- b. Any notification of or affirmation or representation as to the above which is made by the Proposer in or during the course of negotiations and which is incorporated into a formal amendment to the proposal.

4. Site Preparation

- a. Proposer shall provide site preparation specifications if necessary for services delivered to the Administration Building in their proposal. These specifications shall be in such detail as to ensure that the service, if installed according to these specifications, shall operate efficiently and properly to meet the requirements contained in this bid document.
- b. The Proposer will review and comment on the adequacy of the District's site, and shall be permitted limited access if requested for this purpose.
- c. The District shall cause the site to be prepared in accordance with the Proposer's written minimum site and environmental specifications, unless the Proposer has agreed to be responsible for such site preparation within their proposal.

- d. Any subsequent alterations or modifications to the site which are directly attributable to incomplete or erroneous specifications provided by the Proposer and which involve additional expense shall be made at the expense of the Proposer.
- e. If any such site alterations as discussed in Paragraph 4D above cause a delay in the installation, the provisions of Paragraph 6 "Liquidated Damages" shall apply.

5. Installation and Delivery Dates

- a. Time is of the essence in this agreement. Installation will be done in as short a time as possible with multiple sites done per day. There will be a fixed schedule created and adhered to unless there are extenuating circumstances agreed to by the District and vendor.
- b. Except as otherwise provided below, the Proposer shall install the proposed services certified ready for use on or before the Installation Dates mutually established with the District. Installation dates may be changed by mutual consent of the Proposer and the District; however, consent of the Proposer is not required if, at least 20 days prior to the Installation Date, the District defers the installation of any service. If such event occurs, a new Installation Date will be established.
- c. The District shall provide the Proposer timely access to the site for installation of services.
- d. The Proposer shall determine that the service is ready for use, and operates in conformance with the Proposer's published specifications and the District's defined Requirements. The Proposer shall then certify in writing to the District that the service is installed and ready to be turned over to the operational control of the District.
- e. Notwithstanding certification by the Proposer that the service has been installed and is ready for use, the service shall not be deemed installed within the terms of this Contract until such installation is confirmed by the District through testing prescribed by the solicitation document or by performance of other suitable tests mutually agreed to by both parties as being adequate for this purpose.
 - i. If the test is successfully completed, the service shall be deemed installed and ready for use as of the date of the Proposer's certification.
 - ii. If the service fails to successfully complete the installation test, the Proposer shall be notified immediately of the failure, with written confirmation to be provided in not more than five (5) working days. The service shall not be deemed installed until the Proposer re-certifies the installation and testing is successfully completed.

6. Acceptance Testing for Services

- a. Acceptance testing is intended to ensure that the services acquired operate in substantial accord with the Proposer's technical specifications, is adequate to perform as warranted by Proposer's response to the requirements of the District's solicitation document, and evidences a satisfactory level of performance reliability, prior to its acceptance by the District. Acceptance testing is required for all newly installed service.

Unless waived in writing by the District, such testing is required prior to the acceptance of replacement and substitute services.

- b. The Proposer shall certify in writing to the District, or the District's delegate, when a service is installed and ready for use, at which time operational control becomes the responsibility of the District. Acceptance testing shall commence on the first District workday following

certification and shall end when the service has met the standards of performance (performance criteria) as provided in Appendix 1.

- c. In the event the services does not meet the standards of performance during the initial thirty (30) consecutive days, the acceptance tests shall continue on a day-to-day basis until the standards of performance are met for thirty (30) consecutive days.
- d. If the service does not meet the standards of performance within fifteen (15) consecutive days after the start of the acceptance testing, the District shall have the option to request replacement services, extend the performance period or terminate the order (or portions thereof) and seek relief as provided by Paragraph 16, "Rights and Remedies of District for Default".
- e. The District's option shall remain in effect until such time as the services meets the performance criteria, or sixty (60) consecutive days after the start of the acceptance testing, whichever occurs first. If the services have not met the standards of performance by sixty (60) days after installation, the contract shall be canceled or the defective service deleted from the contract and Paragraph 18 "Disputes" shall apply.
- f. Services shall not be accepted by the District and no charges associated with such services shall be paid by the District until the services have satisfactorily completed the acceptance tests.
- g. Immediately upon successful completion of the acceptance tests, the District shall notify the Proposer in writing of acceptance of the services and authorize appropriate payment. The District shall maintain adequate daily records to satisfy the requirements of acceptance testing. Increments of time shall be measured in hour and whole minutes.

7. Purchase Prices and Payment Schedules

- a. Purchase prices for services under this contract shall be shown in the pricing in Appendix C. Base pricing shall not include taxes, but all taxes and fees must be identified.
- b. All costs must be fully identified as line item pricing, including one-time charges such as installation and setup fees, and recurring costs (including taxes and fees). It is understood that usage charges are a variable – the incremental usage cost must be identified and fixed.

8. Support and Contact Documentation

The Proposer agrees to provide written documentation for technical contact information for troubleshooting and escalation procedure at no additional charge to the District.

9. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the District's operation which are designated confidential by the District and made available to the Proposer in order to carry out this agreement, or which became available to the Proposer in carrying out this agreement, shall be protected by the Proposer from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the District.

The identification of all such confidential data and information as well as the District's procedural requirements for protection of such data and information as well as the District's procedural requirements for protections of such data and information from unauthorized use and disclosure shall be provided by the District in writing to the Proposer.

If the methods and procedures employed by the Proposer for the protection of the Proposer's data and information are deemed by the District to be adequate for the protection of the District's confidential information, such methods and procedures may be used, with the written consent of the District, to carry out the intent of this paragraph.

The Proposer shall not be required under the provisions of this paragraph to keep confidential any data or information, which either is, or becomes publicly available, is already rightfully in the Proposer's possession, is independently developed by the Proposer outside the scope of this agreement, or is rightfully obtained from third parties.

10. General Indemnity

The Proposer agrees to indemnify, defend and save harmless the District, its officers, agents and employees from any and all claims and losses (with the exception of consequential damages) accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Proposer in the performance of this contract which are attributable to the negligence or intentionally tortuous acts of the Proposer, provided that the Proposer is notified in writing within 30 days that the District has knowledge of such claims.

11. Patent, Copyright, and Trade Secret Protection

- a. The Proposer, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the services supplied by the Proposer, infringes a United States patent or copyright or violates a trade secret.

The Proposer shall pay those costs and damages finally awarded against the District in any such action. Such defense and payment shall be conditioned on the following:

- 1) That the Proposer shall be notified within a reasonable time in writing by the District of any notice of such claim; and,
 - 2) That the Proposer shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the District shall have the option to participate in such action at its own expense.
- b. Should the services, or the operation thereof, become, or in the Proposer's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright, or a trade secret, the District shall permit the Proposer at its option and expense either to procure for the District the right to continue using the services, or to replace or modify the same so that they become non-infringing. If neither of these options can reasonably be taken, or if the use of such service by the District shall be prevented by injunction, the Proposer agrees to cancel such services, and refund any sums the District has paid Proposer less any reasonable amount for use or damage and make every reasonable effort to assist the District in procuring substitute services. Proposer shall be responsible for any additional costs incurred by the District to acquire substitute services. If, in the sole opinion of the District, the cancelling of such infringing services makes the retention of other services acquired from the Proposer under this contract impractical, the District shall then have the option of terminating the contract, or applicable portions thereof, without penalty or

termination charge. The Proposer agrees to cancel such services and refund any sums the District has paid Proposer less any reasonable amount for use or damage.

- c. The Proposer shall have no liability to the District under any provision of this Paragraph with respect to any claim of patent, copyright, or trade secret infringement, which is based upon:
 - 1) The combination or utilization of services furnished hereunder with equipment or devices not made or furnished by the Proposer.
 - 2) The modification by the District of the services furnished hereunder.
 - 3) The foregoing states the entire liability of the Proposer with respect to infringement of patents, copyrights and trade secrets.

12. Risk of Loss or Damage

The District shall be relieved from all risks of loss or damage to the services under this contract prior to installation in accordance with Paragraph 5, "Installation and Delivery Dates", except when such loss or damage is the fault or negligence of the District.

13. Proposer's Liability for Injury to Persons or Damage to Property

- a. The Proposer shall be liable for damages arising out of injury to persons and/or damage to the property of the District, employees of the District, persons designated by the District for training, or any other person (s) other than agents or employees of the Proposer, designated by the District for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the service either at the Proposer's site or at the District's place of business, provided that the injury or damage was caused by the fault or negligence of the Proposer.
- b. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- c. The Proposer shall save the Owner harmless from any loss, damage or expense, which it may suffer by failure of the Proposer to comply with the above.
- d. Liability Insurance:

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The limits of liability for comprehensive general liability and automobile liability shall be: Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include, but not be limited to: blanket contractual, products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

The Owner shall be named as an additional insured on all certificates of insurance with the additional insured endorsement attached. Certificate shall also include the A.M. Best rating on the insurance company providing coverage.

Required insurance shall be primary and noncontributing to any insurance possessed or procured by the Owner. Any deductible provision in liability policy shall be the responsibility of the Contractor. Requirements for Contractor's insurance shall apply to the work of the prime contractor and all subcontractors. Proof of insurance coverage in the form of Certificate of Insurance with Additional Insured Endorsement attached shall be submitted in writing to Spokane Public Schools Purchasing office, 2815 E. Garland Avenue, Spokane, WA 99207, prior to commencing work on this contract.

14. Proposer Discipline

The proposer shall enforce strict discipline and good order among the Proposer's employees and other persons carrying out the Contract. The Proposer shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

In accordance with Title 28 RCW: Contractor shall prohibit any employee or contractor from working at a public school who has contact with children at the school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 9A.46.61 RCW), sexual exploitation of a child under Chapter 9.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction.

Any failure by contractor to comply with this section shall be grounds for the District's immediate termination of the contract. Contractor employees falling into this category must be finger printed and prints recorded with the superintendent of Education in Olympia, Washington. Contract employees working on-site shall wear at all times their company ill badge or a District visitor badge.

15. Rights and Remedies of District for Default

- a. In the event any services furnished by the Proposer in the performance of this contract should fail to conform to the specifications therefore, the District may reject the same, and it shall thereupon become the duty of the Proposer to reclaim and remove the same forthwith, without expense to the District, and immediately to replace all such rejected services with others conforming to such specifications; provided that should the Proposer fail, neglect or refuse to do so, the District shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such services and to deduct from any moneys due or that may thereafter become due to the Proposer the difference between the price named in this contract and the actual cost thereof to the District.
- b. In the event the Proposer shall fail to make prompt delivery as specified of any service, the same conditions as to the rights of the District to purchase in the open market and to reimbursement set forth above shall apply, except as otherwise provided in Paragraph 19, "Force Majeure".
- c. In the event of the cancellation of this contract either in whole or in part, by reason of the default or breach thereof by the Proposer, any loss or damage sustained by the District in procuring any services, which the Proposer therein agreed to supply, shall be borne and paid for by the Proposer.

- d. The rights and remedies of the District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or the contract.

16. Consequential Damages

In no event will either the Proposer or the District be liable for consequential damages even if notification has been given as to the possibility of such damages.

17. Disputes

- a. Any dispute concerning a question of fact arising under the terms of this agreement, which is not disposed of within a reasonable period of time by the Proposer and District employees normally responsible for the administration of this contract, shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. At the request of either party, the District shall provide a forum for discussion of the disputed item(s), at which time the District Associate Superintendent School Support Services, or his representative shall be available to assist in the resolution by providing advice to both parties as to the District's policies and procedures. If agreement cannot be reached through the application of high-level management attention, either party may assert its other rights and remedies within this contract or within Spokane County.
- b. The District and the Proposer agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this contract which are not affected by the dispute.

18. Force Majeure

Except for defaults of sub-Proposers, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact. If a delay, or failure in performance by the Proposer arises out of causes beyond the control of both the Proposer and sub-Proposer, and without the fault or negligence of either of them, the Proposer shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the sub-Proposer were obtainable from other sources in sufficient time to permit the Proposer to meet the required performance schedule.

19. Waiver of Breach

No term or provision of this contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive consent.

Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

20. Conflict with Existing Law

The Proposer and the District agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the contract, the contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

21. Assignments

This contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the District's likelihood of receiving performance on the contract.

The District does not normally object to the granting of assignments for financial purposes provided that the original Proposer retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without additional written consent of the District.

22. Inter-local Purchase Agreement

The Washington State Inter-local Cooperative Act (RCW 39.34.080) provides that other governmental agencies may purchase goods and services on this solicitation or contract, according to the terms and prices indicated therein.

23. Governing Law and Venue

This contract shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action will be Spokane County, Washington.

24. Limitation of Actions

No action, regardless of form, arising out of this contract may be brought by either party more than two years after the cause of action has arisen, or in the case of nonpayment, more than two years from the date of the last payment, except where either party (within two years after a cause of action has arisen) provides the other party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying party concerning such cause of action, then the notifying party may bring an action based on the matter so disclosed at any time prior to the expiration of four years from the time the cause of action arose.

25. Termination of Contract

- a. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.
- b. Prior to the expiration of this contract, this contract may be terminated for the convenience of both parties by mutual consent.
- c. If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the School Board. If funds to effect such continued payment are not appropriated, Proposer agrees to terminate any affected services furnished under this contract, and relieve the District of any further obligation therefore.

- d. The District may terminate this agreement under the provisions of Paragraph 15, "Right and Remedies of District for Default".
- e. At the District's sole discretion, the District may cancel the automatic extensions by providing the successful vendor forty five (45) days notice.

26. Covenant Against Gratuities

The Proposer warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Proposer agreed to supply, shall be borne and paid for by the Proposer.

The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights.

27. Equal Employment

Unless exempted by rules of the Secretary of Labor issued to appropriate sections of Executive Order 11246, as amended by 11375, the proposer agrees to supply Spokane District a completed "Equal Employment Opportunity Compliance Certificate" if such is requested.

28. Examination and Audit

The contracting parties shall be subject to the examination and audit of the District's School Support Services, Associate Superintendent for a period of six (6) years after final payment under the contract in accordance with Government Code.

The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to the costs of administering the contract.

29. Contract Approval

This RFP does not obligate the Spokane Public Schools to performance until an award is made by the School Board.

If approved, it is effective from the date of issuance of PO. Spokane Public Schools shall not be responsible for work done, even in good faith, prior to approval of the contract.

30. Contract Personnel

The Spokane Public Schools reserves the right to approve or disapprove any and all of the successful Proposer's project team members and any changes. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by the Proposer.

Prior written approval is required before changes in any Proposer personnel can be made. Proposer personnel changes not approved by the Spokane Public Schools may be cause for the Spokane Public Schools to terminate the contract.

31. Tobacco/Drug/Weapon Prohibition

District property is a tobacco, drug, and weapon free environment. Contractor personnel shall conform to this policy at all times while on District premises.

32. Changes in Service

The District reserves the right to purchase additional items from this RFP within three years after award at the rate identified in Appendix C for the same or similar service. Prices offered shall be firm through the extended period. The District reserves the right to eliminate the use of lines or services without charge or Termination Liability.

33. Proprietary Proposal Material

Any proprietary information contained in the RFP must be designated clearly. Marking the entire RFP as proprietary will neither be accepted nor honored. Proprietary information should be bound separate from other proposal material so that it can be easily returned. However, such information must be referenced in appropriate sections of other proposal materials and must be arranged and formatted in the same order and manner as the rest of the RFP.

Proposers should be aware that State law requires SPS to make its records available for public inspection with certain exceptions. It is SPS' belief that this legal obligation would not require the disclosure of proprietary literature that contains valuable design, drawings or formulae.

However, the proposer, by submission of materials marked proprietary, acknowledges and agrees that SPS will have no obligation or liability to the vendor in the event that SPS must disclose these materials.

Appendix 1 - ACCEPTANCE TESTING

1. General

The purpose of the Appendix is to set forth specific procedures and performance criteria to implement the testing required for reasonable acceptance of installed services. Because of the dependence on communications and public safety aspects of schools, service reliability is of paramount importance.

2. Acceptance Testing

- a. Immediately upon certification by the Contractor that a service is transitioned successfully, Spokane School District will test the service by using the service to place and receive test calls, Upon District confirmation that the service is transitioned and working, the District shall put it to full operational use for acceptance testing purposes.
- b. If the service is operable, at an average level of availability of 99.97% or more during a thirty (30) day period, it shall be deemed to have met the District's standard for acceptance and shall be accepted by Spokane School District.
- c. The average level of availability is a percentage figure computed by dividing the total operational use time during the thirty (30) day period by the sum of that time and associated downtime.
- d. Service downtime shall begin for the time the District makes a valid effort to contact the Contractor to report a service failure and shall end when the Contractor has returned the service to operable condition.