

TACOMA SCHOOL DISTRICT 10
Purchasing Department
3321 South Union Avenue
Tacoma, Washington 98409
(253) 571-3380

RFP No. B80001S

Date September 6, 2007

Sealed proposals for Telecommunication Services RFP will be received by the Tacoma School District No. 10, Purchasing Department at 3321 South Union Avenue, Tacoma, WA 98409, until 2:00 PM, October 9, 2007.

Pre-proposal Conference: There will be a pre-proposal conference on September 20, 2007, at 2:00 P.M., in the Purchasing Department. The address is 3321 South Union Ave., Tacoma, Washington. Please call (253) 571-3380 if you need directions.

Prices must remain firm until 45 Days from Opening Date.

Terms: _____ % 20 Days, Net _____

STANDARD RFP TERMS AND CONDITIONS

1. **PROMPT PAYMENT DISCOUNT:** Prompt payment discount allowing a minimum of twenty (20) days for payment will be considered in determining the lowest proposers.
2. **PROPOSAL ENVELOPE:** The proposal envelope should bear the RFP number, opening date, time, and the proposer's name and return address.
3. **SUBMISSION OF PROPOSAL:** The proposal shall be signed, sealed, and delivered to the following address: Tacoma School District No. 10, Purchasing Office, 3321 South Union Avenue, Tacoma, Washington 98409-3194. It is the sole responsibility of the proposer to deliver the proposal on time to the Purchasing Office. Late proposals will not be accepted.
4. **BILLING:** Payment will be made from vendor's original invoice. Invoice is to be submitted in duplicate. Purchase order number must appear on the invoice. Itemization must show quantity, unit, name of article or description, price and total.
5. **PROPOSALS:** The proposals shall be made upon forms furnished by the District. Only the amount of information asked for on the proposal form will be considered as the proposal. Each proposer shall

proposal upon the work exactly as specified and as provided in the proposal form, proposing upon all alternates and furnishing all unit prices requested.

6. **RIGHTS RESERVED by the BOARD of DIRECTORS:** The Board of Directors reserves the right to reject any or all proposals and to waive informalities or irregularities if the best interest of the District will be served thereby.
7. **SIGNATURE:** The proposal must be signed in the name of the proposer and must bear the signature in long hand of the person or persons duly authorized as a representative to sign the proposal.
8. **CONTRACT COMPLIANCE:** In order for a proposal/quote to be recommended for award, the following document must be approved by Tacoma School District NO. 10:
Equal Employment Opportunity Statement (see enclosed form)
This document may be forwarded directly to the District's Equity and Diversity Programs Office, PO Box 1357, Tacoma, WA 98401-1357, (telephone 253-571-1992) or it may be included with the proposal. In any case, these documents must be received by the District in approvable form no later than the proposal/quote opening time and date. This document must be updated annually.
9. **CONFLICT OF INTEREST:** Reference Tacoma School District Board Policies 6210 and 5251, Regulation 6210R and 5251R. Copies of these policies and regulations may be obtained from the Purchasing Department upon request.
10. **PRICING:** All items proposal must be appropriately identified with unit and total price indicated. In the event of error or extensions, the unit price shall govern in all cases.
11. **ACCEPTABILITY:** The District reserves the right to be the sole judge of acceptability.
12. **AWARD:** Award will be based on a 100-point evaluation criteria (see enclosed form). The proposer with the highest number of points will receive the award. District staff will score the proposals.

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GENERAL INFORMATION

Tacoma School District prepared this Request For Proposals (RFP) document for the procurement of Telecommunications Services to support schools and administrative offices within the District's geographic area. This RFP is being submitted for e-rate purposes.

1. Invitation to RFP Proposal Number: B80001S

Tacoma School District
Steven Demel
Purchasing Department
3321 South Union
Tacoma, WA 98409

Vendor Conference and Site Visit 09/20/07

Tacoma School District
Purchasing Department
3321 South Union
Tacoma, WA 98409

Proposals Due	2:00 PM	10/09/07
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Contract Award 10/30/07

3.	<u>Installation Dates</u>	<u>Date</u>
	Project Kickoff Meeting	To Be Determined (TBD)
	Number Migration/Cutover Planning Begins (Weekly Meetings)	TBD
	Equipment installed and tested ready for cutover	TBD
	Cutover	TBD
	Technical personnel on-site first day back to school.	TBD

RFP questions contact:
Steven Demel
Purchasing Department
Tacoma School District
3321 South Union
Tacoma, WA 98409
253-571-3380 telephone
253-571-3388 fax
E-mail: sdemel@tacoma.k12.wa.us

Individuals with disabilities who may need accommodation to participate in site visitation, the vendor conference and site visit or the proposal submission date should contact Jim Fuller NO LATER THAN three (3) days before the scheduled event so that arrangements for the accommodation can be made.

B. OVERVIEW

1. Background

The City of Tacoma is located on Puget Sound, the nation's most beautiful salt water inland sea, in the heart of the Pacific Northwest's "evergreen playground." Tacoma has an area of nearly 48 square miles including 66 miles of shoreline. Tacoma School District No. 10 is the third largest district in Washington State. There are 59 schools serving more than 28,000 children in kindergarten through grade 12. There are 37 Elementary Schools, 11 Middle Schools, 6 High Schools and 5 Alternative Learning Centers available to meet the needs of Tacoma students. The District encompasses 56 square miles and is located on the southern end of Puget Sound in the shadow of Mount Rainier. The District has over 5,000 full and part time employees.

2. Technology Background

Tacoma School District #10 is one of the leading School Districts in deploying technology to assist the teachers in delivering curriculum to students while supporting the needs of staff.

- a. Tacoma School District has 20,000 devices deployed throughout the District supported by 85 + servers. New computers are added each year through various funding sources. Many of our schools are recipients of grants for technology.
- b. Tacoma School District's Wide Area Network (known as the I-Net) is second to none in the State of Washington. It is an all fiber optic network utilizing Gigabit Ethernet Technology on fifteen separate rings. The average ring has four schools with only one being a larger secondary school to keep the speed of the network high. All together the network provides 30 Gigabits per second of bandwidth to the schools. The ring topology and network equipment configurations provide a resilient network with no single point of failure.
- c. Telephone service is provided to each classroom and administrative area over the I-Net using TDM over IP technology. Each school has a telephone system that is connected to the Central Administration Building system. The telephone systems use advanced signaling to share the resources connecting the District to the outside world. Every teacher and administrator has a voice mailbox to facilitate communications with parents and other staff members.
- d. Application services are located at the Administration Building as is the

Computer Services Staff. Students and staff access the Internet over a 45 Megabit per second connection to the Washington State K-20 network. Applications for student services, E-mail, financial management, work order processing, employment opportunities and many others are delivered from the Central Administration Building over the I-Net.

- e. Computer Services supports users through BERT the support services desk which takes 50,000 calls each year. A problem tracking system is used with technicians recording the resolution of the problems for quality assurance. The Computer Services Department has a staff of 30.

3. Telephone System

Every school/site has either a Fujitsu or Avaya PBX with telephones located in each classroom and many administrative areas. These telephone systems are networked together over the I-Net and meet the State requirements for Enhanced 911 services. The I-Net is a Gigabit Ethernet WAN with TDMoIP multiplexers. Dial-tone is delivered over eleven ISDN/PRI T-1 circuits currently from Integra. The center of the network is the Central Administration Building.

4. Network

Fifty seven (57) sites communicate using fifteen fiber optic rings making up the I-Net. Gigabit Ethernet is the transport mechanism between all sites with TDMoIP Protocol supporting voice communications, between all the various sites and the outside world. The I-net was completed in August 2003.

5. Current Telephone Service

Currently the telephone or dial-tone services are delivered over eleven (11) T-1s. These T-1s use ISDN/PRI signaling to connect the main PBX to the Integra Central Office. Tacoma School District uses seven thousand (7000) DID numbers originating from the Fawcett Qwest Central Office. CAMA trunks are used for Enhanced 911 service from all schools with the PS/ALI product used for address translation. Enhanced 911 service is very important to Tacoma School District and is required by Washington State Law.

At each remote site there are a few flat business lines for the emergency back up telephone, fire alarm and elevator telephones. These lines are not part of this RFP.

Additionally there are four sites that do not reside on the fiber optic rings, but need voice and data services, such that a direct T-1 is used between the Central Administrative Building and these sites. These T-1s are included as part of this RFP.

All Current Telephone Services are listed in Appendix 1.

6. E-Rate

Due to the requirements of E-Rate and the internal purchasing policies of Tacoma School District this RFP is created to determine the best solution for the District. All vendors responding to this RFP must provide an SLD authorized SPIN number and be FCC/SLD approved Telecommunication Vendors. Vendors not providing this information are eliminated from consideration.

C. ADMINISTRATIVE

1. Acceptance/Rejection

Tacoma School District 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. Substitutions

The District often uses manufacturer's brands or model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Brands of equal specification, quality, performance, and use will be considered on an "or equal" basis; however, the District reserves the sole right in determining "equals". Offerings of alternate quality or features will be considered at the District's discretion. All "or equal" RFPs or "substitutions" must include complete description and/or descriptive literature with the Proposal Document.

3. Addenda

Should Tacoma School District consider it necessary to revise any part of this RFP, an amendment 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.

4. Nondiscrimination.

In the performance of this Agreement, the parties must 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.

5. Awards

Successful supplier will be notified by the Purchasing Office via mail following purchase approval by the Tacoma School District Board of Directors. The District 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 seeks qualified Vendors.

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 forty five (45) days after the Proposal Due Date.

(See Section IV, RFP Evaluation Criteria)

6. RFP Pricing

Unless otherwise specified, all prices shall be for services installed and delivered to Tacoma School District sites. RFP Pricing shall include all installation and transition costs. Services proposed requiring equipment shall include the cost of equipment, instruction and service manuals where appropriate.

7. Tacoma School District 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. Tacoma School District 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.

8. Disclosure of Proposal Contents

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

9. 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.

10. Minority Owned and Women Owned Business Enterprises

Tacoma School District encourages the participation of Minority Owned and Women Owned Business Enterprises in this proposal.

11. Prevailing Wages

This project does not fall under the prevailing wage requirements. The successful proposer will not be required to submit prevailing wage documentation to the

District.

12. 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 nor prior to the award of contract(s). No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior District consent.

13. Proposer's Certification

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

14. 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.

15. Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the Purchasing Department. Telephone conversations must be confirmed in writing by the interested party. There are generally two types of questions. One involves directing the questioner to the specific section of the RFP where the answer may be found. The second type of question involves clarifying or interpreting parts of the RFP. Response to the second type of question is provided to all potential vendors by written addendum.

16. 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.

17. Subcontractors

Proposals must include a list of any and all proposed subcontractor(s) on the form at the end of this section. **In addition, any proposal, which uses a subcontractor for 30% or more of the identified work, excluding leased line providers, must include subcontractor company support information**

identical to that provided by the proposing firm (Section IV, G, 2). Complete form at the end of this Section.

Substitution of any proposed subcontractor is only allowed after prior written permission is received from Tacoma School District.

18. Taxes

Please state on your response form the rate of sales tax that will be charged. Service amount and any agreed variations thereof, listed in Appendix 1, shall not include any applicable federal, state or local taxes imposed by law and properly chargeable to the project, including Washington State Sales Tax. The District is exempt from certain Federal taxes and, where appropriate, shall provide an exemption certificate upon request to successful vendor.

19. Local Office

It is a requirement of this RFP that a proposing vendor have an office in the Seattle/Tacoma area. Include the address and type of office in your response.

20. Definitions

Acceptance - The formal acceptance of the telecommunications service purchased under this contract, having successfully completed the Acceptance Testing Criteria for the type of service proposed. General acceptance occurs after the service performed without malfunction or alarm for 2 days as detailed in Appendix 2 Acceptance Testing.

Acceptance Tests - Those tests performed during the Performance Period as provided in Appendix 2, which intends to determine compliance of service with Proposer's published specifications and specifications contained in this RFP.

Board - Tacoma School District #10 Board of Directors.

Central Office - A building which houses telephone switching equipment and wiring for a, or multiple, telephone company(ies).

Contractor - Proposer who is awarded contract. Also Vendor.

District - Tacoma School District #10.

Equipment - An all-inclusive term, which refers either to individual machines or to a complete data processing system or subsystem, including its operating software (if any).

Installation Date - The date specified in the contract by which the Proposer must have the ordered service ready (certified) for use by the School District.

ISDN - Integrated Services Digital Network as defined by the National ISDN Council. Within this RFP the term ISDN refers to PRI (Primary Rate Interface), 23 B channels and 1 D channel, for T-1s.

Local Loop - The local loop is the wire pairs connecting a telephone company central office to school sites to deliver a service.

Maintenance Diagnostic Routines - The diagnostic programs customarily used by the proposer to test services for proper functions and reliability.

Operational Use Time - For performance measurement purposes, that time during which the service is in actual operation by the School District.

Owner - Tacoma School District.

Performance Period - A period of time during which the School District, by appropriate tests and production runs evaluates the performance of newly installed service prior to its acceptance by the School District.

PRI - The signaling used to support the ISDN standard for T-1s. (23 plus D)

Proposer - One who submits a proposal.

Service Failure - A malfunction of the service, excluding external factors, which prevents the accomplishment of the service's intended function.

Tail Circuit - The copper wiring from a telephone company central office to the delivery point of the service, including, the local loop, punch downs, cross-connects and jack appearances.

Vendor - Another name for the Proposer.

SUBCONTRACTOR INFORMATION **(REQUIRED SECTION I, C., PARAGRAPH 17)**

The following subcontractors listed have agreed to provide services to fulfill the requirements of this RFP. If awarded the Contract, the successful vendor will subcontract with those indicated

below for the performance of work designated. Vendor shall name itself if a category of work will not be subcontracted. Failure to name subcontractors or itself on this form or within one hour of the receipt of response shall render the vendor's proposal non-responsive and therefore, void.

1. Work Description _____

Subcontractor _____

Address

Telephone _____ Percentage of Total Work _____

2. Work Description _____

Subcontractor _____

Address

Telephone _____ Percentage of Total Work _____

SECTION II

The successful Proposer shall enter into a formal contract with TSD, which will include the following General Terms and Conditions:

A. GENERAL TERMS AND CONDITIONS

1. **Access to Data.** The Contractor shall provide access to any data/information generated under this Contract to the District, the District Superintendent's designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Contract.
2. **Alterations and Amendments.** This Contract may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil protection to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither the District nor the Contractor shall assign this Contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this Contract.
5. **Audit Requirements.** If the Contractor is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make their records available for review or audit by officials of federal agencies, the General Accounting Office and the Superintendent or designee. The Contractor shall incorporate OMB Circular A-133 audit requirements into all Contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement circular or regulation.

NOTE: Audit requirements do not apply to "vendors" as defined in OMB Circular A-133 (those providing goods and services that are required for the conduct of the federal program).

6. **Authority of Parties.** Any individual signing this Contract on behalf of the Contractor represents and warrants that such individual has authority to do so and to bind the Contractor to the terms and conditions set out in this Contract.
7. **Background Checks.** The Contractor shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Contract. The Contractor shall prohibit any employee, subcontractor, intern or volunteer from performing work under this Contract 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 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this provision shall be grounds for the District immediately terminating the contract. The Contractor shall incorporate this requirement into every subcontract it enters relating to services with the District.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are expended under this Contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.
9. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the District Superintendent or designee of the change. The Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
10. **Compliance with Laws, Ordinances and Regulations.** The Contractor shall comply with all local, state and federal laws, ordinances and regulations applicable to the performance of its responsibilities under this Contract. Compliance shall include, but not be limited to, all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.
11. **Confidentiality.** The Contractor acknowledges that certain data, material, or information which originates from this Contract regarding students, may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor

agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting re-disclosure. The Contractor shall execute the attached document, Exhibit 1, pertaining to the confidentiality of certain records.

12. **Continuing Effect.** Rights and obligations under these General Terms and Conditions, this Contract and any attachments or exhibits thereto which, by their nature should survive termination of the Contract will remain in effect after termination or expiration of all or any portion of this Contract.
13. **Disputes.** In the event that a dispute arises under this Contract, it shall be determined in the following manner: (1) The District's Superintendent or designee shall appoint a member to the Dispute Resolution Board; (2) the Contractor shall appoint a member to the Dispute Resolution Board; (3) the District's Superintendent or designee and the Contractor shall jointly appoint a member to the Dispute Resolution Board; (4) the Dispute Resolution Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Resolution Board shall be final and binding on the parties hereto.
14. **Entire Agreement.** This written Contract constitutes the mutual agreement of the Contractor and the District or designee in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein shall be binding.
15. **Ethical Conduct.** The Contractor certifies that he/she/it, or his/her/its employees or agents, has not given, offered, provided, promised, pledged or been solicited to provide anything of economic value to a District official, employee or agent, as a gift, gratuity, commission or favor that may influence the selection of the Contractor for the work to be performed under this Contract. No director, employee, or agent of the Contractor shall enter into any non-consumer business arrangement with any director, employee, or agent of the District without prior written notice to the District superintendent or designee. Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this Contract in violation of any law, regulation, or policy that prohibits the use of public resources for political purposes.
16. **Governing Law.** The laws of the state of Washington shall govern this Contract. Pierce County, Washington shall be the venue for any litigation arising out of this Contract.
17. **Headings and Captions.** The headings and captions used in this Contract are for convenience only. They are not part of the agreement and do not define, limit or describe the scope of intent of the paragraphs of this Contract.
18. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District and all directors, officials, agents, and employees of the District, from and against all claims for injuries, damages, or death arising out of or resulting from the performance of this Contract. Contractor's obligation to indemnify, defend, and

hold harmless includes any claim by Contractor's agents, employees, directors, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the District for any claim arising out of or incident to Contractor's or subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, or hold harmless the District shall not be eliminated or reduced by any actual or alleged concurrent negligence by the District or its agents, employees, directors or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the District and its agents, employees, or officials.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition.

19. **Independent Capacity.** The District and the Contractor intend that an independent Contractor relationship will be created by this Contract. The Contractor and his/her/its employees or agents performing under this Contract are not employees or agents of the District. The Contractor will not hold himself/herself/itself out as, nor claim to be, an officer or employee of the District by reason hereof, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to such employee under law.

20. **Insurance.**

- a. **Worker's Compensation Coverage.** The Contractor shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Contractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Contractor, and for all employees of any subcontractor retained by the Contractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:

- 1) Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction.
- 2) Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under any mandatory governmental

program as in “a” above, and/or;

- 3) Maintenance of a legally permitted and governmentally approved program of self-insurance for worker’s compensation and occupational disease.

Except to the extent prohibited by law, the program of the Contractor’s compliance with worker’s compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the District, its directors, officers, and employees.

If the Contractor, or any subcontractor retained by the Contractor, fails to effect and maintain a program of compliance with applicable worker’s compensation and occupational disease laws, statutes, and regulations and the District incurs fines or is required by law to provide benefits to such employees or to obtain coverage for such employees, the Contractor will indemnify the District for such fines, payment of benefits to Contractor or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the District by the Contractor pursuant to the indemnity may be deducted from any payments owed by the District to the Contractor for the performance of this Contract.

21. **Public Liability Insurance.**

The Contractor shall at all times during the term of this Contract, at its cost and expense, carry and maintain general public liability insurance, including Contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by the District, with the approval of the Contractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

- a. **Additional Insured.** The District shall be specifically named as an additional insured on all policies and all policies shall be primary to any other valid and collectible insurance. At its option, the District may waive this requirement where insurance carriers will not under any circumstances extend secondary insurance coverage for physicians’ professional liability, or Architects’ and Engineers’ insurance. The District may also waive this requirement where insurance carriers will not under any circumstances extend

secondary fidelity bonding coverage for private non-profit organizations.

- b. **Proof of Insurance.** Certificates and/or evidence satisfactory to the District confirming the existence, terms, and conditions of all insurance required in this Contract shall be delivered to the District's employee in charge of risk management within five (5) days of the Contractor's receipt of authorization to proceed. The policy of insurance that must be maintained in accordance with this Contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without forty-five (45) days written notice being given to the District's Superintendent or designee.

22. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Contract.

23. **Non-Discrimination.** The Contractor shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the District. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, pregnancy, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the Contractor and its agents under this Contract. Harassment on the basis of any of the foregoing conditions is strictly prohibited. The Contractor shall notify the Superintendent or designee immediately of any finding, judgment, or verdict against it under the Americans with Disabilities Act, Title VII, Section 504 of the Rehabilitation Act of 1973 or the Washington state Law against Discrimination. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further Contracts with the District.

24. **Payments.** The District shall not make payments in advance or in anticipation of services or supplies to be provided under this Contract. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract, and (2) acceptance and certification by the District's Superintendent or designee of satisfactory performance by the Contractor.

Except as otherwise provided in this Contract, (1) all acceptable vouchers for payment due to the Contractor shall be paid within thirty (30) calendar days of their submission by the Contractor, and (2) all expenses necessary to the Contractor's performance of this Contract shall be borne in full by the Contractor.

25. **Records, Documentation, and Reports.** The Contractor shall maintain complete financial

records relating to this Contract and complete records documenting the services rendered under the Contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the District's Superintendent and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for seven (7) years after the date of final payment by the District's Superintendent or designee, and make them available for inspection by persons authorized under this provision. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

26. **Review.** The parties to this Contract have had the opportunity to review it with their respective legal counsel and execute it knowingly and voluntarily with full knowledge of its contents. It shall not be construed more strictly against one party than the other.

27. **Rights in Data and Publications.** Data that is developed pursuant to this Contract shall be "works for made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be deemed authored and owned by the District. Ownership includes ownership of all intellectual concepts and properties embodied in the data, the right to copyright, patent or register data and the right to transfer those rights. In the event any data which originates under this Contract is not considered "work made for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all rights, title, and interest in such data, including all intellectual rights, to the District from the moment of creation of such data. "Data" shall mean all work product to be provided by the Contractor under this Contract and shall include, but not be limited to, draft and final reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, photographs, tapes and/or sound reproductions in any format, form or medium. The Contractor shall obtain the District's written approval prior to the publication of any results of students and/or services performed or to be performed for any purpose other than for District use. This provision shall not apply to any data that is developed independent of this Contract.

Data which is delivered under this Contract, but which does not originate under it, shall be transferred to the District with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so:

PROVIDED, that such a license shall be limited to the extent to which the Contractor has a right to grant such a license. The Contractor shall notify the District, at the time of delivery of data furnished under this Contract, of all known or potential limitations on such license and any data that was not produced in the performance of this Contract.

The Contractor shall promptly notify the District in writing of each notice or claim of copyright, trade mark, or patent infringement it receives regarding any data delivered under

this Contract.

28. **Right of Inspection.** The Contractor shall provide right of access to its facilities to the District's Superintendent or designee at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the District. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.
29. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
30. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Superintendent or designee. In no event shall the existence of any subcontract operate to release or reduce liability of the Contractor to the District for any breach in the performance of the Contractor's duties. This clause does not include Contracts of employment between the Contractor and personnel assigned to work under this Contract.
31. **Termination for Convenience.** Except as otherwise provided in this Contract, the District's Superintendent or designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this Contract is so terminated, the District shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.
32. **Termination for Default.** The District may terminate this Contract for default, in whole or in part, by written notice to the Contractor if the District's Superintendent or designee has a reasonable basis to believe that the Contractor has:
- a. Failed to meet or maintain any requirements for Contracting with the District;
 - b. Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
 - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
 - d. Violated any applicable law or regulation.

In such event, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience."

33. Termination Due to Funding Limitations. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the District's Superintendent or designee may, without advance notice and without liability for damages, terminate the Contract under any such new funding limitations and conditions.

34. Termination Procedure. Upon termination of this Contract, the District's Superintendent or designee, in addition to other rights provided in this Contract, may require the Contractor to deliver to the District any property, including, but not limited to records, specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The District shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the District and the amount agreed upon for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the District, and (d) the protection and preservation of the property, unless the termination is for default, in which case the District shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The District may withhold from any amounts due to the Contractor such sum as the District's Superintendent or designee determines necessary to protect the District against potential loss or liability.

The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

- c. Assign to the District, in the manner, at the times, and to the extent directed by the District, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the District has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the District to the extent the District may require, which approval or ratification shall be final for all the purpose of this clause;
- e. Complete performance on such part of the work not terminated by the District; and
- f. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

35. Treatment of Assets. Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Contractor in the course of performing this Contract with moneys paid by the District shall vest in the District, except for supplies consumed in performing this Contract. The Contractor shall surrender property and title to the District without charge prior to settlement upon completion, termination, or cancellation of this agreement. Any property of the District furnished to the Contractor shall, unless otherwise provided herein or approved by the District, be used only for the performance of the Contract. The Contractor shall be responsible for any loss or damage to property of the District which results from the negligence of the Contractor or the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Contractor shall notify the District and take all reasonable steps to protect the property from further damage. All reference to the Contractor under this clause shall include Contractor's employees, agents, and subcontractors.

36. Waiver. Any express waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non-enforcement.

37. Site Preparation

- a. The services purchased under this RFP will not require any changes to the sites. Only changes at the Central Office or other non-school District site are allowed. The one exception is the T-1s delivered to the Central Administration Building. Proposers shall provide site preparation specifications if necessary for services delivered to the Central

Administration Building in the proposal. These specifications shall be in such detail as to ensure that the service, if installed according to these specifications, shall operate appropriately, from an environmental and functional point of view.

- b. The Proposer will review and comment on the adequacy of the School District's site, and shall be permitted limited access for this purpose during the Vendor Conference and Site Visit.
- c. The School 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.

37. Installation and Delivery Dates

- a. Services
 - (1) Except as otherwise provided in Paragraphs 6B & 6C, the Contractor shall install services listed in Appendix 1 certified ready for use on the Installation Dates specified in Section I, A, 3 Installation dates. Time is of the essence in this agreement.
 - (2) Installation dates may be changed by mutual consent of the Contractor and the School District by negotiations; however, consent of the Contractor is not required if, at least 20 days prior to the Installation Date, the School District defers the installation of any service. If such event occurs, a new Installation Date will be established.
 - (3) The School District shall provide the Contractor access to the site(s) for the purpose of installing the service on the day(s) of installation.

- (4) The Contractor shall determine that the service is ready for use, and operates in conformance with the published specifications and the Technical Requirements (Section III) of this RFP. The Contractor shall then certify in writing to the School District that the service is installed and ready to be turned over to the operational control of the School District.

The Contractor shall also provide to the School District appropriate documentation, as defined in Appendix 3 Installation, to support the above certification, at which time the School District will accept control of the service for the purpose of validating its installation and performance.

- (5) Notwithstanding certification by the Contractor 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 School 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.

If the test is successfully completed, the service shall be deemed installed and ready for use as of the date of the Contractor's certification.

If the service fails to successfully complete the installation test, the Contractor shall be notified immediately of the failure, with written confirmation to be provided in not more than five (5) working days. Control of the service shall immediately be given to the Contractor. The service shall not be deemed installed until the Contractor re-certifies such installation and the above-described test are successfully completed.

- (6) In the event the Contractor fails to install the service by the Installation Date, liquidated damages as prescribed in Paragraph 6A shall apply.

38. Liquidated Damages

a. General

The start of installation of equipment as set forth in Section I, 3. Installation Dates has been fixed so that utilization of the service is consistent with the timing schedules of the School District's programs.

The District will consider input from the successful Contractor relative to, delivery and installation schedules for their proposed solution. If any of the services, are not installed within the times specified in Section I, A, 3 Installation Dates and not delivered to the School District within the time limits specified, the delay will interfere with the proper implementation of the School District's programs, to the loss and damage of the School District. Due to the nature of the case, it would be impractical and extremely difficult to fix actual damages sustained in the event of any such delay.

The School District and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in Appendix 1 and the School District and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the School District as liquidated damages may be deducted by the School District from any money payable to the Contractor.

The School District shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date, the School District deducts such sums from money payable to the Contractor.

b. Service Installation Delays Caused by the Contractor

- (1) If the Contractor does not install the services, and special features included with the services (or suitable substitutes acceptable to the School District), ready for use on or before the Installation Date(s) set forth in Section I, A, 3. Installation Dates, the Contractor shall be liable for fixed liquidated damages as specified in Appendix 1. Such liquidated damages shall be in lieu of all other damages for such non-installation. Liquidated damages shall accrue for each calendar day between the Installation Date specified in Section I, A, 3. Installation Dates, and the date the service is certified ready for use or 180 calendar days, whichever occurs first.
- (2) If the delay is more than fifteen (15) calendar days, then by written notice to the Contractor, the School District may terminate the right of the Contractor to install and may obtain substitute services in accordance with the provision of Paragraph 16, "Rights and Remedies of School District for Default".

In this event, the Contractor shall be liable for liquidated damages, in the amounts specified in Appendix 1 until substitute services are

installed, ready for use, or for thirty (30) days from the Installation Date, whichever occurs first.

39. Acceptance Testing for Services

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

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

- b. In accordance with Paragraph 5.A (4), the Contractor shall certify in writing to the School District, or the School District's delegate, when a service is installed and ready for use, at which time operational control becomes the responsibility of the School District. Acceptance testing shall commence on the first School District workday following certification, and shall end when the service has met the standards of performance (performance criteria) as provided in Appendix 2 D for a period of thirty (30) consecutive days. Operation of the services to confirm its installation, as provided in Paragraph 5.A (5) shall be considered a part of the acceptance test.
- 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 School 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 Section II, Paragraph 16, "Rights and Remedies of School District for Default".

The School 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 Section II, Paragraph 18 "Disputes" shall apply.

- e. Services shall not be accepted by the School District and no charges associated with such services shall be paid by the School District until the services have satisfactorily completed the acceptance tests.
- f. Immediately upon successful completion of the acceptance tests, the School District shall notify the Contractor in writing of acceptance of the services and authorize appropriate payment. The School District shall maintain adequate daily records to satisfy the requirements of acceptance testing. Increments of time shall be measured in hour and whole minutes.

40. Purchase Prices and Payment Schedules

- a. Purchase prices for services under this contract shall be shown in an attachment to the contract. Pricing shall not include taxes.
- b. The consideration to be paid Contractor, as provided in the contract shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly provided.

41. Training and Technical Services

- a. Training

The Contractor agrees to provide informal, "hands on" instruction for personnel in operation of the service, at no additional charge to the School District, at mutually agreeable times prior to, or subsequent to, service installation, for purposes of familiarization.

42. 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.

43. E-Rate Funding

The *District* wishes to apply for Federal E-rate discount funding for E-rate eligible goods and services such as those in this RFP. The *Contractor* must: (a) provide the District a valid SPIN** (Service Provider Identification Number) as

part of the response to this RFP, (b) file its annual SPAC (Service Provider Annual Certification) form, (c) remain in good standing with the E-rate authorities (FCC, USAC/SLD) throughout the life of any contract awarded as a result of this RFP, and (d) notify the *District* if the *Contractor* has any unresolved delinquent debt with the E-rate authorities that might invoke the “red light” rule barring *Contractor* from full participation in the E-rate program. **If the *Contractor* does not have a SPIN, the *Contractor* must acquire a SPIN and include it as part of the response to this RFP. Failure to have a SPIN at proposal opening will disqualify the proposal. *Contractors* must determine which goods and services it offers are E-rate eligible.

In the event the *District* is applying for E-rate discount funding on the products and services in this RFP, the *Contractor* shall guarantee that the products and services it provides are E-rate eligible for discounting. The E-rate eligibility list may be found at (<http://www.universalservice.org/sl/applicants/step06/eligible-services-framework.aspx>). Should the E-rate authorities determine that one or more product(s) or service(s) is not eligible, the *Contractor* shall provide to the *District* the same E-rate discount amount as though the product(s) or service(s) were eligible.

When E-rate discount funding is sought for a project, “Notice to Proceed” may not be issued unless specifically authorized by the *District*. In some cases due to costs or budget, notices to proceed may be withheld until E-rate discount funding acceptable to the *District* is confirmed from E-rate sources outside of the *District*’s control. If E-rate discount funding is not confirmed, the *District* reserves the right to determine if the project will continue without E-rate funding or terminate the contract at no cost and with no penalty to the *District*. Alternatively, the *District* reserves the right to reduce the scope of work and contract amount if E-rate discount funding is below the desired funding level.

Confirmation of E-rate funding normally occurs no earlier than May of each year, and may occur any time thereafter. In the event E-rate funding is to be used, project work may not start before the funding year begins, which is July 1 of any year. E-rate funding years are July 1 through June 30 of each year.

E-rate contract length: Occasionally, an E-rate Priority 2 project, such as the network infrastructure in this RFP, cannot be completed by June 30 of the funded E-rate year. The E-rate authorities acknowledge this by allowing completion to occur as late as September 30 of any funded year. If the contract awarded as a result of this RFP terminates before September 30 of an E-rate funded year, and E-rate work is not completed, the *District* shall have the option of extending the contract through September 30 to cover the unfinished work.

The *Contractor* will bill the *District* for only that portion of the cost the *District* is obligated to pay after E-rate discounts are applied. The *Contractor* will apply for the remaining E-rate approved funding portion of the project directly from the E-rate authorities. The District expects the Contractor to use the Service Provider Invoice (SPI) process to seek reimbursement from the E-rate authorities for the discounts it has provided to the District; therefore, the District will not use the Billed Entity Applicant Reimbursement (BEAR) form to seek reimbursement from the E-rate authorities.

44. Contract Personnel

The Tacoma School District reserves the right to approve or disapprove the entire successful Contractor'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 Contractor.

Prior written approval is required before changes in any Contractor personnel can be made. Contractor personnel changes not approved by the Tacoma School District may be cause for the Tacoma School District to terminate the contract.

45. Changes in Service

The district reserves the right to purchase additional items from this RFP within five years after award at the rate identified in Appendix I for the same or similar site. Prices offered shall be firm through the extended period. Any decrease in price by a Contractor shall be passed through in total, dollar for dollar, on the effective date of such decrease.

The District reserves the right to eliminate the use of lines or services without charge or termination liability.

SECTION III

TECHNICAL SPECIFICATIONS

A. BACKGROUND

1. Voice Network Operations

Currently the Gigabit Ethernet Wide Area Network provides voice, data and video services to all fifty-seven district locations. Dial-tone is provided using eleven (11) T-1s for transport of 288 channels connected directly into the Integra Central Office. These trunks are 2-way DID and the District has seven-thousand (7,000) DID numbers mapped to the call path. The T-1s use ISDN/PRI signaling with two (2) channels reserved for signaling. These T-1s are connected to the Fujitsu/Avaya PBX at the Central Administration Building supporting all incoming and out-going telephone calls to the fifty-seven remote Fujitsu/Avaya PBXs. Out-bound long distance call uses an additional T-1 connecting the District to the Washington State SCAN network. The District uses two (2) CAMA trunks to support Enhanced 911 service to remote sites over the network.

2. Non-Networked Services

Four (4) sites have point to point T-1s connecting to the Central Administration Building. These T-1s carry voice and data communications. The voice is derived from the Fujitsu PBX with data provided from a router connected to the network. Tail-circuits into these sites may not be changed however T-1 terminating equipment at each end may be installed. The addresses are listed in Appendix 1.

B. TECHNICAL SPECIFICATIONS

1. ISDN/PRI T-1 Services

The District wants to see pricing on eleven (11) ISDN/PRI T-1s using the same tail circuits currently in use so the only transition, if any, is in the Central Office and to new T-1 terminating equipment. Volume levels of the dial-tone is critical to the District. Present levels are incorporated into the tuning of the Network Telephone System. Any transitions must be completed with the volume levels for the dial-tone remaining the same.

a. Do you provide ISDN/PRI DFI T-1s as stated above?

Yes/No _____ Explanation

b. Can you transition the current T-1s over to your service without any disruption to the District?

Yes/No _____ Explanation

c. All T-1s must use B8zs and ESF (Extended Super Frame).

Yes/No _____ Explanation

d. Do you guarantee to the District that ISDN/PRI T-1 Services as described above will meet or exceed the 99.97% service up-time on a yearly basis?

Yes/No _____ Explanation

e. Do you provide DSS trunking over ISDN T-1s?

Yes/No _____ Explanation

f. Do your ISDN T-1s support the ISDN signaling standards?

Yes/No _____ Explanation

g. Do you support more than one T-1 controlled by a single D Channel for signaling? A back-up D Channel will also be used.

Yes/No _____ Explanation

- h. If multiple T-1s are controlled by a single D Channel, how many T-1s can be controlled by one D Channel.

Yes/No _____ Explanation

- i. The DSS trunks over the T-1s must be delivered at 0 Db +/- .5 Db.

Yes/No _____ Explanation

- j. It is highly desirable that the current T-1 tail circuits are used rather than pulling in new copper cable. Will your proposal support this?

Yes/No _____ Explanation

- k. Existing DID telephone numbers must be maintained without exception!

Yes/No _____ Explanation

2. Enhanced 911 (E-911)

Enhanced 911 services are provided using CAMA trunks connected to the Fujitsu PBX at the Central Administration Building. Currently we have two (2) CAMA trunks provided by Qwest. Using the PS/ALI product the District maintains the information in the data base for addresses and room numbers for each of the telephone sets throughout the District.

- a. In the future the District may seek to use ISDN T-1s for Enhanced 911 signaling thus eliminating the need for CAMA trunks. Does your ISDN implementation remove the need for CAMA trunks? A written explanation of the signaling process is required! Provide a reference on the Reference Form in Section IV.

Yes/No _____ Explanation

- b. If the District chooses to stay with the current configuration will you maintain the CAMA trunks as they are?

Yes/No _____ Explanation

- c. Do you guarantee to the District that E-911 services, as described above, will meet or exceed the 99.97% service up-time on a yearly basis?

Yes/No _____ Explanation

3. Non-Networked Circuits

This section refers to the circuits discussed in SECTION III, A, 2. Non-Networked Services. It is imperative to the District that any changes to these circuits do not involve the tail-circuits that reside at the District sites. Some of these T-1s are provided out of different Central Offices however, the tail-circuits must stay the same.

- a. Do you provide point to point T-1 services?

Yes/No _____ Explanation

- b. All T-1s must use B8zs and ESF (Extended Super Frame). Do you provide this signaling?

Yes/No _____ Explanation

- c. Can you guarantee the District that these services will not require a change in the tail-circuit?

Yes/No _____ Explanation

- d. Do you guarantee to the District that Non-Network Circuits will adhere to the 99.97% service up time on a yearly basis?

Yes/No _____ Explanation

SECTION IV

INSTRUCTIONS TO PROPOSERS

A. FORM AND STYLE

1. RFP responses must use the forms provided. Explanations should be inserted into the forms at the appropriate locations. Response forms are compiled in Microsoft Word and Excel and will be distributed at the Vendor Conference on floppy disk for your convenience. Use these forms to develop your hardcopy response. Electronic responses are not acceptable.
2. All blanks on the RFP forms shall contain a response.
3. Interlineation, alterations and erasures must be initialed by the signer of the proposal.
4. Each copy of the proposal shall include the legal name of the Proposer and a statement that the Proposer is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Proposer to a contract. An RFP response by a corporation shall further give the state of incorporation and have the corporate seal affixed. An proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.

B. AUTHORIZING SIGNATURE

Proposals must include an original signature by an individual authorized to bind the Proposer to its provisions. The proposal must remain valid for the duration of the contract from the deadline for receipt of proposals.

C. SUBMISSION OF RFPs

1. Please submit an original copy of your proposal (labeled "Original") and three (3) copies of the proposal and other documents required to be submitted, enclosed in a sealed envelope to the Tacoma School District Purchasing Department, 3321 South Union, Tacoma WA 98409 prior to the time and date for receipt of proposals. Proposals received after the time and date for receipt of proposals will be returned unopened. The envelope shall be addressed to Tacoma School District, Attention Purchasing Department and have the RFP # on the outside, at the above address. If the proposal is sent by mail the sealed envelope shall be

enclosed in a separate mailing envelope with the notation "RFP B80001S Proposal Enclosed" on the face thereof.

2. 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.
3. Fax copies of the proposal will not be allowed.

D. RFP EVALUATION CRITERIA (also see Section I, Administrative -Awards, Section IV, F. Proposal Structure)

All RFPs will be evaluated according to the following weighted method:

Technical Merits	25%
Company Stability	20%
Price	30%
Support	20%

E. DOCUMENTATION

1. Documentation to support answers within the RFP response must accompany your response. A separate section created by the Proposer is appropriate to fulfill this requirement. All documentation supporting answers to questions must be cross-referenced to that particular question within the RFP.
2. A minimum of three (3) references are required, where the same services are provided to customers within similar size projects. The information required must be entered on the References Form included in this RFP and should be placed in the documentation section.
3. Proposers must include a response to the Transition Plan (Appendix 7), including a list of personnel to work on the installation. Identify the positions of each person and a project manager.

F. PROPOSAL STRUCTURE

Proposers are to use this structure to prepare their responses.

1. RESPONSE SECTION 1 – TECHNICAL
 - a. Technical Specifications - Section III
 - b. Transition Plan - Appendix 7

2. RESPONSE SECTION 2 - COMPANY STABILITY
 - a. Overview of Company
 - b. References - use form at the end of Section IV
3. RESPONSE SECTION 3 - PRICING
 - a. Service lists Appendix 1
 - b. Summary Pricing Appendix 8
4. RESPONSE SECTION 4 - SUPPORT
 - a. Support Resources
 - b. Telephone Support
 - c. Support Plan
 - d. Escalation Plan

CUSTOMER REFERENCE FORM

Contact Name _____ Title: _____

Company/Organization _____

Address _____

City _____ State _____ Zip _____

Telephone Area Code _____ # _____ FAX # _____

Internet Address _____

1. List the services, quantity and the dates of transition:

2. How many sites were involved? _____

3. Describe Transition Process: _____

4. Describe Project Management effort provided (if any): _____

5. Were there any acceptance issues and, if so, how were they resolved?

6. Was the project finished on time and within budget? _____

8. Overall, would you rate this project as satisfying or frustrating?

APPENDIX 2

ACCEPTANCE TESTING

1. General

The purpose of this 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 at a site, Tacoma School District will test the service by using the service to place and receive test calls. Upon District confirmation that the service(s) 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 District's standard for acceptance and shall be accepted by Tacoma School District.
- C. The average level of availability is a percentage figure computed by dividing the total operational use time during the thirty day period by the sum of that time and associated downtime.
- D. Service downtime shall begin from 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.

If the District is unable to contact the Contractor, the District shall continue to make frequent attempts to notify Contractor until such contact is made. If Tacoma School District fails to make available to the Contractor the service location necessary to test and repair the failed service, downtime shall not accrue during the period Tacoma School District fails to make the service location available to the Contractor.

3. Additional Service Acceptance Testing

Individual services subsequently added to the contract, or services substituted or field modified by the Contractor, shall undergo acceptance testing substantially in accordance

with the procedures set forth in Paragraph 2b, 2c, and 2d as they relate to the testing of service. A minimum of 100 hours of operational use time shall be required as a basis for computation of the average availability level.

APPENDIX 3

INSTALLATION REQUIREMENTS

1. General

Tacoma School District desires a smooth transition of services from one vendor to another and from one service to another. To this end the following guidelines direct the activity of the vendor.

- A. If a vendor is replacing an existing vendor to provide service the transition must take place in the Central Office or off School District site location. The complete tail-circuit must stay in tact. This includes punch-downs and cabling at the District site. Different terminating equipment may be installed.
- B. Multiplexed service that is being transitioned to other multiplexed service must use the same tail-circuit. Terminating equipment may change to accommodate the different service, however, the same or similar existing cable pairs will be used. No new cable entrance facilities are available.
- D. A single Project Manager will be named by the vendor to coordinate all services to the School District. Multiple Project Mangers for different services are not allowed.
- E. Anticipate two to three meetings a month leading up to the beginning of the transition. Weekly meetings with the Project Manager and other appropriate team members are required during the transition period as defined in Section I, A, 3. Installation Dates.

APPENDIX 4

ADDITIONAL PROPOSER COMMITMENTS

APPENDIX 5

SUMMARY PROPOSAL PRICING

Provide total installed pricing for the sections being proposed in this RFP as requested below.

Vendors are to use these forms or copies of these forms **only** to provide total pricing for the various sections. The responsible proposer is required to initial next to each total installed price in the space provided.

Do not include taxes in this pricing.

1. Leased Line Monthly Costs

A. Appendix 1, Page 1 Sub-Total \$ _____

B. Appendix 1, Page 2 Sub-Total \$ _____

TOTAL \$ _____

2. Leased Line One Time Costs

A. Appendix 1, Page 1 Sub-Total \$ _____

B. Appendix 1, Page 2 Sub-Total \$ _____

TOTAL \$ _____

Tax rate applicable this proposal _____%

SIGNATURE PAGE

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 Tacoma School District.

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.

Receipt of Addenda numbered _____ is hereby acknowledged.
(Fill in number of each addenda received)

FIRM NAME _____

ADDRESS _____

TELEPHONE NO. _____ FAX NO. _____

BY _____ DATE _____

TITLE _____

SIGNATURE _____