Toppenish School District #202
Toppenish, Washington

ERIC
FCC #470 Request for Proposal
Network Services
Category 2 Request
TCICY20

Toppenish School District #202
306 Bolin Drive
Toppenish, WA 98948
Request for Proposal  
TOPPENISH SCHOOL DISTRICT #202  
306 Bolin Drive  
TOPPENISH, WA 98948  

NOTICE TO VENDORS/BIDDERS  
INSTRUCTIONS AND CONDITIONS  

I. GENERAL REQUIREMENTS  

The Toppenish School District wishes to provide Internet access to all classrooms in the District. The Board of Directors of Toppenish School District #202 is hereby inviting bids for Priority Two requests. We are seeking bids on the following items. 1) Upgrading or Switches and UPS for Kirkwood Elementary, Garfield Elementary, Toppenish Middle School, Lincoln Elementary, CATS Alternative High School, and Valley View Elementary and Toppenish High School.  
We welcome bidders to read the following RFP and are free to bid on any or all of the items posted. The school district is located in Yakima County, Washington. The District consists of four elementary schools, one middle school, one high school, one alternative high school, and an administration building.  

Bidder must have acquired a Schools and Libraries Corporation SPIN number and be willing to comply with all regulations pertaining to the Universal Service Fund Criteria for E-Rate providers.  

Read the bid instructions and conditions prior to bidding. There is a guarantee required of five percent (5%) of the total bid price or bid bond to be submitted with your bid. The bid guarantee is outlined in Item 5 of the “Bid Instructions and Conditions.” Please quote your lowest price (for the goods and services listed in the Bid Specifications f.o.b. The cost of the Bid Bond is not E-RATE eligible.  

This bid must be sealed in an envelope and filed with David Andrews, Business Manager, by 3:00 p.m. PST, March 13, 2020. If the chosen vendor/bidder refuses or is unable to meet the terms set forth by the Toppenish Board of Directors, the award may be given to the next lowest qualified vendor. The Board of Directors reserves the right to waive any irregularities, accept or reject any or all bids, and to accept or reject any items thereon.  

Bidders submitting bids on switch and UPS replacement mail in bids to be received by March 13, 2020 at 4:00 p.m.
A.) Preference will be given to bidders with five years of experience in service to agencies for the areas being bid. All bidders must provide three references from agencies that they have provided services in the last two years.
B.) Preference will be given to bidders based in the Yakima Valley area.
C.) Preference will be given for bidders who have certified technicians and support staff that are approved Cisco certified.
D.) Preference will be given to bidders who have a current Master Contract for cabling on file with The Washington Department of Information Services.
F) Preference on wiring projects will be given to vendors that bid on all projects.

II. Bid Timelines

The following timelines will be observed:
- February 14, 2020 - First advertisement of request for bid and website posting and filing of form 470
- March 13, 2020 - Last day for receipt of bids and Public Bid Opening (3:00 p.m.)
- March 13, 2020 - Awarding of bids (4:00 p.m.)

All bids must be submitted in a sealed package or envelope to:

David Andrews, Business Manager
Toppenish School District
306 Bolin Drive
Toppenish, WA 98948

All bids will be labeled:
Internal Connections TCICY20
- Do Not Open Until 3/13/2020 4:00 p.m. on the outside of the package or envelope.

III. Subcontractors

The bidder shall set forth on the form provided: (A) the name and business address of each Subcontractor who will perform work or labor or render services; and (B) the portion of work to be done by each such Subcontractor. A Subcontractor is defined as an individual, partnership, or corporation who contracts with the Bidder to furnish material and labor or labor only, for the performance of work at the site. Suppliers of materials only are not deemed to be Subcontractors. No Subcontractors will be recognized as other than an employee of the Contractor. The Bidder shall be entirely responsible for the fulfillment of the contract.

IV. Rejection

Should any portion of the work done, or any materials delivered, fail to comply with requirements of the contract, such work or materials shall be rejected, and shall immediately be made satisfactory to the Toppenish School District by the Contractor, at no additional expense to the School District.
V. Bidder

The Bidder, and the agents and employees of the Bidder, in the performance of the agreement, shall act in an independent capacity and not as officers or employees of agents of Toppenish School District.

TOPPENISH SCHOOL DISTRICT

BID INSTRUCTIONS AND CONDITIONS

1. NAME AND NATURE OF BIDDER’S AND SUPPLIERS LEGAL ENTITY - The bidder shall specify in the bid and on the bond, if furnishing a bid guarantee, the name and nature of its legal entity and any fictitious name under which it does business as covered by the bond. An authorized officer or person(s) shall sign the bid under the correct firm name.

The successful bidder may be required to furnish a letter of organization listing the firm members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated to the name or nature of the bidder's legal entity, the bidder shall first notify the District in order that proper steps may be taken to have the change reflected on the contract or purchase order.

2. ASSIGNMENT OF CONTRACT OR PURCHASE ORDER - The bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the contract bond, if any, and the District.

3. PRICES - Prices should be shown (preferably typed) in duplicate as instructed on the Bid form; and on each item separately, on the units specified in the bid form or on trade standards. Taxes shall not be included (see Paragraph 4.) Errors may be crossed off and corrections made prior to bid opening only, but should be initialed in ink by the person signing the bid or bidder's authorized representative. During the period of deliveries under a contract resulting from this bid, should there be a decrease in prices of the items listed therein, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices herein quoted.

The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the contractor to any other school district or any other State, County, Municipal, or local government agency in Yakima County for the products listed herein.

4. TAXES - The bid sum and any agreed variations there of shall include all taxes imposed by law, except only State and Local Sales Tax. The contract Sum will include State and Local Sales Tax and the Sales Tax will be collected from the District and will be paid by the Contractor in conformance with the law. Contractor shall furnish proof of payment of all taxes required by law.

5. EXECUTION OF CONTRACT - The successful bidder shall within five (5) days of notice of award of contract, sign the contract, and bond, if any, have the bond executed by a surety satisfactory to the District and return the contract to the District Business Manager.
6. DEFAULT BY CONTRACTOR - The District shall hold the contractor responsible for any damages which may be sustained because of the failure or neglect of the contractor to comply with any term or condition herein, it being specifically provided and agreed that time shall be the essence of the contract delivery requirements.

If the contractor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the times and places herein stated or otherwise fails or neglects to comply with the terms of the contract, the District may, upon written notice to the contractor, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the contractor. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. The District may collect any extra cost incurred by such default from the contractor and the surety on the performance bond, if any.

7. FORCE MAJEURE CLAUSE - The parties to the contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire strike, loss or shortage of transportation facilities, lockout, or commandeering of materials products, plants of facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

8. HOLD HARMLESS CLAUSE - The contractor shall hold harmless and indemnify the District and the Toppenish School District Board of Directors, its officers and employees from every claim or demand, which may be made by reason of:

a.) Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract.

b.) Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the contractor of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and

c.) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented unpatented invention, under this contract.

The contractor at his own expense and risk shall defend any legal proceedings that may be brought against the District or the Board, its officers or employees or any such claim or demand, and satisfy any judgment that may be rendered against any of them.

9. INSURANCE - The contractor shall maintain insurance adequate to protect him from claims under Worker's Compensatory Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the contract. The contractor may be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the contractor.
10. INVOICES AND PAYMENTS - Unless otherwise specified, the Contractor shall render invoices in triplicate for materials delivered or services performed under the contract, to their Accounting Department of the Toppenish School District, 306 Bolin Drive, Toppenish, WA 98948. Invoices shall be submitted immediately in a form payable by the District (See Paragraph 4 above) and shall certify on the invoices the Federal Excise Tax that is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance hereof and approval of the invoices by the authorized District representative.

Universal Service Fund (E-Rate)
The District is planning on using Federal Universal Service Funds for a substantial funding of these services; therefore the seller should be familiar with this process. The seller will invoice the buyer and the Schools and Libraries Corporation (SLC) for payment for the percent of the cost of the project that is ERATE eligible that is awarded in the Funding Commitment Letter.

11. CASH DISCOUNTS - All cash discounts shall be taken and computed from the date of delivery of acceptable material or the date of the receipt of the invoice, whichever is the later.

12. PERMITS AND LICENSES - The contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law. In connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with the law.

13. TOLL CHARGES - If it is necessary that the District place toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.) The contractor shall accept charges for such calls on a reverse charge basis.

14. CONTRACT DOCUMENTS - The complete contract includes the following documents: The advertisement for bids (when required), the bid and general contract conditions, the specifications and drawings, and bid of the contractor and its acceptance by the District, the contract, the performance bond, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

15. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT - While engaged in carrying out and complying with the terms and conditions of the contract, the contractor is an independent contractor and not an officer, employee or agent of the District.

16. ANTI DISCRIMINATION - It is the policy of the Toppenish School District Board of Directors that in connection with all work performed under Construction and Purchasing Contracts there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed, and therefore, the contractor agrees to comply with applicable Federal and Washington laws including, but not limited to, Washington Prevailing Wage laws. In addition, the contractor agrees to require full compliance by all subcontractors employed on the work by him. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60.

17. The Contractor shall abide by the provisions of all applicable Washington statutes. Although a number of statutes are referenced in the Contract, it is not meant to be a complete list and should not be relied upon as such.
18. Provisions for Aged and Handicapped Persons. Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92.


20. Unemployment Compensation. Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.

21. Drug-Free Workplace. The Contractor shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

22. Tobacco Products. The Board of Directors of the District has established a policy that smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all school district property.
DESIGNATION OF SUBCONTRACTORS

INTERNAL CONNECTIONS AND INTERNET ACCESS
TOPPENISH SCHOOL DISTRICT #202

Portion of Work Subcontractor Location & Place of Business
________________________________________________________________________

____________________________________
Proper Name of Bidder

Date:______________________ By: ______________________________

Signature of Bidder_____________________________________________
Contractor's Certificate
Regarding Workers Compensation and
Background Checks

Contractors shall comply (and shall ensure that the Goods and Seller's subcontractors and suppliers of every tier comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereinafter in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.

The contractor shall enforce strict discipline and good order among the subcontractor's employees and other persons carrying out the Contract. The contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contract price or Contract time, the Buyer may provide written notice requiring the subcontractor to remove from the site any employee or other person carrying out the Contract the Buyer considers objectionable. If the work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit if he or she has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or 9A.36 but not RCW 46.61--motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction.

The contractors shall comply with all applicable provisions of RCW 49.28, "Hours of Labor".

Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296 054 et seq., the contractor shall provide the Buyer copies of and have available at the Project site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of contractor at the Project site. Contractor shall not be entitled to any additional contract time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of the project on site shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is attached to the executed contract and made a part of the Contract by reference as though fully set forth herein. The Seller shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to Industries of the state, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

AGREEMENT
THIS AGREEMENT, made the__________ day of ______________________, 2020, in the County of Yakima, State of Washington,

by and between Toppenish School district hereinafter called the District, and

_______________________________________, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:
ARTICLE 1 - SCOPE OF WORK

The Contractor shall perform services within the time stipulated in the contract as herein defined, and shall provide all services, and transportation to complete in a workman like manner all of the work required in connection with the following titled:

Wiring Projects: 1

- Switch and UPS Upgrade

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

- Replace switching and uninterruptible power supply (UPS) equipment with the make and mode or equivalent
- Be new or refurbish equipment. Refurbished equipment must carry a similar certification and warranty as new equipment
- Be compatible with the existing network management software or provide similar administrative capabilities without duplicating systems or adding additional complexities.
- Be supported by a highly qualified and reliable vendor with experience in complex network implementations.
- Use mainstream products with strong manufacturer commitment and vendor support.
- Be easy to use and readily procured
- Be easily maintained by network administrators through a centralized management system/software.
- Minimize one-time and recurring costs.

ARTICLE 2 - CONTRACT PRICE

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, the sum of _______________, said sum being the total amount of the following amounts stipulated in the bid:
ARTICLE 3 - HOLD HARMLESS AGREEMENT

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

(a) Liability for damages (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

(c) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 4 - PROPERTY LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, $1,000,000.00 minimum, as shall protect him/her and the District from all claims for personal injury, including accidental death, as well as from all claim for property damage arising from operations under this contract.

Prior to commencement of the work, the Contractor shall submit to the District verification of adequate Liability Insurance Coverage.
ARTICLE 5 - PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
ARTICLE 6- COMPONENT PARTS OF THE CONTRACT

The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of contract as if herein set out in full or attached hereto:

Notice to Vendors/Bidders

Bid Sheet

Bid Instructions and Conditions

Agreement

Designation of Subcontractors

Cashier's Check - Performance Bond

Certification of Workers Compensation

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

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

DISTRICT: CONTRACTOR

By _________________________

By _________________________

Authorized Officers or Agents

CORPORATE SEAL

Description of Equipment Needed: Toppenish School District is seeking complete replacement of all current switches and our uninterruptable power supplies (UPS). There should be sufficient power in the UPS to provide all networking equipment 1 hour of use in the event of a power loss. We would like to upgrade our current 4506-E series chassis with upgraded modules or equivalent, and are seeking an additional 4506-E series chassis or equivalent for expansion. All switches should include POE line cards and corresponding fiber patch cables. All backbone connections should be 40 GB links. All equipment should be rack mountable. All e-rate eligible equipment should include the standard manufacturer’s warranty. This equipment should conform to E-RATE eligible guidelines for switches and routers. Documentation will be provided on our current network inventory and structure for each school. Drawings and specifications will be available during the mandatory walkthrough on the 26th of February from 9:00am to 12:00pm. A network design proposal should be included in the final bid.

It is the intention of TSD that significant portions of the cost will be eligible for E-Rate under Category 2 funding. Bidders must be willing to qualify themselves as E-Rate service providers prior to the start of the project. The district anticipates purchasing products up to, but not to exceed, each building’s remaining Category 2 budget. After receiving bids, TSD reserves the right to reduce the scope of this RFP in order to align the total cost of the project with the available E-Rate Category 2 budgets. Given the Category 2 budget limitation, PSD estimates that 80%-100% of the outlined scope may be fulfilled.

Cost per Bid

Equipment 1 (Switches, routers, and UPS: KW, Lin, MS, EH, Gar, VView, HS)

Legal Name of Bidder

Business Address

(City) (State) (Zip Code)

(Phone)

Street Address

(City) (State) (Zip Code)