



Federal Way Public Schools

Every Student, a Reader

Federal Way Public Schools – Telephone Services

RFP FWPS – 012715 **Main Access to Public Network**

ISDN PRI Voice T1's

4 Dedicated ISDN/PRI T1 Circuits for local telephone service with option to increase to 6

3 Local PRI lines to be terminated at the FWPS Admin Offices

33330 8th Avenue South, Federal Way, WA 98003

1 Foreign Exchange PRI line to be terminated at the FWPS Admin Offices

33330 8th Avenue South, Federal Way, WA 98003

Long distance

Average of 12,000 minutes per month

DID blocks must remain with existing numbers:

DID Block of 4000 numbers with range:

253-945-2000 → 253-945-5999

DID Block of 105 numbers with range:

253-830-6246 → 253-830-6350

130 Flat based analog lines for fire alarm, security panels and emergency phones

Option to increase to 150

Terminated at 39 schools/locations in Federal Way area.

Option to add additional FWPS sites as needed

List of existing phone lines available by request

Scope of Services Sought

FWPS is requesting proposals for a two (2) year contract to provide ISDN PRI services and flat based analog lines including three (3) potential consecutive one (1) year contract extensions. Contract term beginning July 1, 2015 through June 31, 2017.

The PRI ISDN services must provide access to the Public Switched telephone network for inbound and outbound local and long distance calling. This service must be compatible with the existing hardware interfaces on the Avaya Media Gateways (G450) and Avaya 8800 VoIP system. These services must provision and allow the District to retain its 4,105 DID numbers.

The four (4) PRI circuits, with the option of additional PRI's at the contracted price to be added one at a time as the need arises up to a total of six (6), to be installed at the District Administration Building. All local PRI circuits must work as one (1) logical circuit such that any incoming call to any district DID number could be handled by any of the PRI circuits. The Foreign Exchange PRI, or other proposed solution, provides incoming and outgoing calls to the Tacoma area including 105 DID numbers.

Proposed PRI Circuits must offer reliable, low-latency connections capable of supporting jitter-free, "real-time" Voice- Over-IP (VoIP) applications, and facsimile (Fax) transmissions.

Any non-recurring (e.g., installation & configuration) costs should be described and clearly differentiable from monthly recurring costs. Projected monthly costs are to include all estimated surcharges and taxes.

Number Portability: Bidder must be able to port all the four thousand (4000) current South Seattle direct inward dialing (DID) telephone numbers plus one hundred and five (105) current Tacoma direct inward dialing (DID) telephone numbers.

Service Transition: Bidder must be able to provide service transition (including DID number porting) from current service provider after 5:00 PM June 30, 2015 and prior to 7:00 A.M on July 6, preferably by 7:00 AM, July 1, 2015.

Evaluation Criteria

- Price (Non-recurring & Monthly) - 40%
- Compatibility with existing district infrastructure – 30%
- References (provide at least two (2) references of recent work, within the past 3 years, with organizations of similar size and located within the state of Washington). Reference information must include: entity name; address; phone number and name of contact person. – 30%

E-Rate Requirements

It is the intention of FWPS to apply for universal service support under the Schools and Libraries support mechanism (E-rate program) for the services that are the subject of this RFP.

Any vendor responding to this RFP must be an Eligible Telecommunications Services Provider as defined under the Federal Communication Commission's E-rate program and will be required to submit their assigned SPIN (Service Provider Identification Number) and FCC Registration Number as part of its response along with a copy of their Form 498—Service Provider Information Form. If you do not have a SLD SPIN number, or FCC Registration Number, you MUST obtain one before you respond to this RFP.

The applicant chooses to use E-rate BEAR invoice forms for these services at the discount rate indicated on the Funding Commitment Decision Letter.

Communication/Questions

Vendors are expected to raise any questions or additions they have concerning the RFP document as soon as they become aware of them. Any questions or requests for clarifications must be directed in writing to rfp@fwps.org. The subject line of the email must be labeled "RFP FWPS-012715 Question". The only contact allowed with FWPS staff is through rfp@fwps.org as stated above. Unauthorized contact of any FWPS employee is cause for rejection of the bid. Any additional information or clarifications that are provided to one bidder will be provided to all bidders in the form of an addendum posted to the FWPS web site at <http://www.fwps.org/dept/business/purchasing/rfp>. Vendors are responsible for checking this site for any addendum that may be issued.

Submission of the Response

All responses must be packaged, sealed, and show the following information on the outside of the package: Respondent's name, respondent's address, and the request for proposal number and title.

Respondent must submit 2 complete and identical sets of their RFP response. Please clearly mark the set with the original signature as "ORIGINAL" on the cover:

Responses shall be delivered to: Federal Way Public Schools, Purchasing Department 33330 8th Ave S, Federal Way, WA 98003. No faxed or emailed responses will be accepted.

Proposals will be accepted no later than 2:00 p.m. Pacific Standard Time, February 20, 2015. Proposals received after this time will not be accepted. Proposals shall be deemed accepted when time stamped in the FWPS Purchasing Department.

Milestone	Date
Issue RFP	January 27, 2015
Deadline for Submission of Written Questions	February 3, 2015; 5:00 p.m. PST
Question Responses posted to FWPS Website	February 6, 2015; 5:00 p.m. PST
Proposal Due Date	February 27, 2015; 2:00 p.m. PST

Request for Proposal advertised in the Daily Journal of Commerce January 30th and February 10th, 2015.

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PROPOSAL CERTIFICATION: The signature on this RFP certifies that the Vendor has read this Request for Proposal in its entirety, is authorized to bind the contract, and agrees to furnish the requested supplies or services in accordance with this Request for Proposal. All signatures must be in ink.

Purchasing Official: **Lynn Shore, Buyer**
Phone: 253-945-2051

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

AUTHORIZED SIGNATURE _____

NAME (TYPE OR PRINT) _____

TITLE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ADDENDUM(s) RECEIVED _____

DATE _____

INSTRUCTIONS FOR REQUEST FOR PROPOSAL

CONTINUING OBLIGATION OF CONTRACTOR: Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.

- 1) **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to Federal Way Public Schools, or any of its officers, authorized agent or official, at reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this contract.
- 2) **CONTRACTOR EMPLOYEES-ACCESS TO CHILDREN:** The contractor is prohibited from employing any person who may have contact with children at public schools during completion of this contract who has pled guilty to or been convicted of crimes listed in R.C.W. 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of this contract.
- 3) **REQUEST FOR PROPOSAL REVIEW:** Carefully review this RFP for defects or objectionable material. RFP comments concerning defects or objectionable material or any questions with regard to this RFP must be made in writing and received by the purchasing authority at least ten (10) days before the RFP opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective RFP, upon which award cannot be made, and the resultant exposure of RFP prices. All questions or requests for clarification must be directed in writing to rfp@fwps.org. The subject line of the mail must be labeled "RFP FWPS-012715 Question".
- 4) **SUBMITTING RFPs:** Envelopes containing RFPs must be sealed, marked, and addressed as shown in the example below.

Federal Way Public Schools
Purchasing Department
33330 8th Ave S
Federal Way WA 98003

Additional information to be noted on the submittal envelope must include the RFP title and number, the respondent's name and address, and the RFP opening date and time. Envelopes with RFP numbers annotated on the outside will not be opened until the scheduled date and time. Envelopes not containing this information may result in a rejected RFP.

Respondent's Name and Address
RFP title/number: Main Access to Public Network FWPS -012715
Proposal Due Date: February 20, 2015 @ 2pm

Request for proposal shall use this and any attached forms in submitting RFPs.

- 5) **PRODUCTS:** Unless otherwise specified, all prices shall be for new merchandise. Bidder may bid on any or all items. Prices bid shall include all handling and packaging costs. Prices bid for equipment shall include cost of instruction and services manuals where appropriate. The District reserves the right to accept KCDA and state contract pricing in lieu of a bid.

- 6) **PRICES:** The RFP shall state prices in the units of issue. Prices quoted for commodities and service must be in US funds and include applicable federal duty, brokerage fees, packaging, and transportation costs to the FOB point so that upon completion of the service or transfer of title the commodity can be utilized without further cost. The base monthly price quoted must be exclusive of federal, state and local taxes. Any and all installation & configuration costs, estimated surcharges and taxes should be described and clearly differentiable from monthly recurring costs. Federal Way Public Schools is exempt from Federal Excise Tax. Invoices submitted for payment shall include a separate line for all taxes required by State of Washington law. All pricing has been determined independently, without consultation, communication or agreement with others for the purpose of restricting this RFP.
- 7) **ADDENDUMS:** List all addendum(s) received by name and addendum number on page 4, using the Proposal Certification form.
- 8) **SPECIFICATIONS/ALTERNATIVES AND EQUALS:** The District often uses manufacturer's brand and model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Offerings of alternate quality of features will, at the District's discretion, be considered on an "alternate" basis. Brands of equal specification, quality, performance, and use may be considered on an "equal" basis; however the District reserves the sole right in qualifying an "equal". All RFPs must include complete description and descriptive literature with the RFP document when an "alternate" or "equal" is bid. If the District accepts a bid on an "alternate" or "equal" basis and the Bidder has bid the wrong item, as determined by the District, the Bidder agrees to pick up the item at their expense and refund any payment for the item within 30 days.
- 9) **BIDDER'S CERTIFICATION:** By signature on their proposal, bidders certify that: they have read this Request for Proposal in its entirety; are authorized to bind the vendor; and agree to furnish the requested supplies, equipment or services in accordance with this RFP.
- 10) **MISCELLANEOUS:** Illegible RFPs will be rejected. Retain a copy for your records. All RFPs and other materials submitted become the property of Federal Way Public Schools. Public records are open to reasonable inspection by the public.

GENERAL TERMS AND CONDITIONS

- 1) **AUTHORITY:** This RFP is written in accordance with R.C.W. 28A.335.190 and the applicable policies of Federal Way Public Schools.
- 2) **COMPLIANCE:** In the performance of a contract that results from this RFP the contractor must comply with all federal, state, and court regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and county taxes.
- 3) **SUITABLE MATERIALS:** Unless otherwise specified, all materials, supplies or equipment offered in the RFP shall be new, unused, of the latest edition, version, model or crop and of recent manufacture. All products offered shall meet or exceed the applicable requirements of OSHA and WISHA.

- 4) **FIRM OFFER:** For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the date of the RFP opening.
- 5) **EXTENSION OF PRICES:** In case of error in the extension of prices in the RFP, the unit prices will govern, in a lot RFP the lot prices shall govern.
- 6) **RFP PREPARATION COSTS:** Federal Way Public Schools is not liable for any costs incurred by the RFP preparation.
- 7) **RFP REJECTION:** Federal Way Public Schools reserves the right to reject any or all RFPs, and to waive informalities or irregularities in any RFP or in the bidding. No faxed, e-mailed, or “postage due” bids will be accepted.
- 8) **ADDENDUMS:** If it is necessary for Federal Way Public Schools to issue an addendum to this RFP it will be promptly posted to the FWPS web site at <http://www.fwsp.org/dept/business/purchasing/rfp>. All official clarifications or interpretations of the RFP documents will be by written addendum. Clarification given in any other form will be unofficial. It is the bidder’s responsibility to be aware of addendum(s) associated with an RFP and to check the web site noted above for any addendum(s) that may be issued.
- 9) **CONTRACT FUNDING:** Bidders are advised that the District anticipates the availability of funds for this RFP. Quantities identified are the *estimated* number of each item needed and will be used in the RFP evaluation process; however, the District reserves the right to increase or decrease actual quantities ordered. Unit pricing must be valid regardless of quantity ordered. Each item may be awarded individually.
- 10) **ASSIGNMENT (RFP):** Assignment of the rights and duties under a contract or Purchase Order resulting from this RFP is not permitted unless authorized in writing by Federal Way Public Schools Purchasing Department.
- 11) **FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this agreement, if that failure default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the contractor. For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 12) **LATE RFP’S:** Late RFPs are those received after the date and time set for the receipt of the RFPs **AND WILL BE REJECTED.**
- 13) **CONTRACT EXTENSION:** At the option of Federal Way Public Schools, this contract may be extended for three (3) consecutive one (1) year terms. Unless otherwise provided in the RFP, Federal Way Public Schools and the successful contractor agree: (1) any holding over of the contract excluding any exercised

renewal options will be considered as a month-to-month extension with all other terms and conditions remaining in effect and (2) to provide written notice to the other party of intent to cancel the month to month extension at least thirty (30) days before the desired date of cancellation.

- 14) **DEFAULT:** In case of default by the contractor, for any reason whatsoever, Federal Way Public Schools may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 15) **HOLD HARMLESS:** The contractor will indemnify, hold harmless and defend the school district, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.
- 16) **JURISDICTION:** This RFP has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this RFP shall be governed by the laws of the State of Washington, King County, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this RFP or any provisions thereof, shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in King County, Washington.
- 17) **ORDER DOCUMENTS:** Federal Way Public Schools is not bound by a vendor contract signed by a person who is not specifically authorized to sign for Federal Way Public Schools.
- 18) **BILLING INSTRUCTIONS:** Invoices must be billed to the invoicing address shown on the Purchase Order and not to the Purchasing Department. Federal Way Public Schools will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to Federal Way Public Schools, Accounts Payable Department.
- 19) **COPYRIGHT PROVISIONS:** Unless otherwise provided, all Materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by Federal Way Public Schools. Federal Way Public Schools shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title and interest in Materials, including all intellectual property rights, to Federal Way Public Schools effective from the moment of creation of such Materials. Materials means all terms in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 20) **SAMPLES:** In some cases, samples are requested to be furnished by the Bidder at no charge to the District to determine acceptability of any item. All samples must be labeled with Bidder’s Name, RFP Number and RFP Item Number.

- 21) **RFP CHANGES OR WITHDRAWAL:** All changes and erasures must be made before RFP opening date and time, and initialed. Bidder may not withdraw their RFP after the RFP opening.
- 22) **BID BOND:** A bid bond is not required.
- 23) **PERFORMANCE BOND:** A performance bond is not required.
- 24) **INSURANCE:** The following insurance is required and must be kept in force during the term of the contract. All required insurance must be in place prior to the start of any work. Federal Way Public Schools shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. **Federal Way Public Schools must be named additional insured with endorsement provided.**

Commercial General Liability

- (a) Written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and
- (b) \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not limited to: blanket contractual, products/completed operations, broad form property damage, explosion, collapse and underground (XCU) if applicable and employer's liability.

Automobile Liability Insurance

Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

Professional Liability Insurance

Limits no less than \$1,000,000.00 per occurrence.

- 25) **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The Contractor shall not use or disclose any information concerning Federal Way Public Schools, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of Federal Way Public Schools, or as required by law, during the term of this contract and beyond.
- 26) **SEVERABILITY:** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.
- 27) **SCHOOL BOARD APPROVAL:** No contract will be issued until approved by the School Board.
- 28) **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form is attached. This form is an integral part of this RFP and must be completely filled in, signed and returned as part of the proposal package in order to be considered as a qualified respondent.

POST-BID PROCEDURES

1. **AWARDS:** The District seeks qualified vendors and reserves the right to reject any and all RFPs, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional RFPs. Award of the contract(s) will be made on the basis of RFP price and other factors such as:
 - a) the ability, capacity, and skill of the vendor to provide the materials and/or services required;
 - b) the character, integrity, reputation, judgment, experience, and efficiency of the vendor;
 - c) whether the vendor can supply the materials and/or services within the time specified;
 - d) the quality of performance of previous materials and/or services; and
 - e) the previous and existing compliance by the vendor with laws relating to the contract or services.

The District may use any means necessary to assist in the evaluation of any RFP 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 RFP of any vendor who does not pass any such evaluation to the District's satisfaction.

2. **TAXES:** The District is exempt from certain federal taxes. The District is required to remit Washington State Sales Tax for purchases outside of Washington where no sales tax is collected.
3. **DELIVERY:** RFP prices are to be FOB Destination and shipping is to be prepaid and included (by the bidder). All items ordered may not be delivered to the same address within the District. All merchandise is subject to inspection and acceptance by District personnel before final payment.
4. **PACKING LISTS:** Packing lists must accompany all deliveries and include vendor's name, purchase order number, RFP item number, unit of purchase, quantity shipped and quantity backordered. Packing lists are not considered invoices.
5. **PAYMENT:** Federal Way Public Schools' payment terms are NET 30. Invoices should be reviewed for accuracy to reflect information and pricing as RFP. At discretion of the District, partial payments will be made for partial deliveries.

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FEDERAL DEBARMENT AND SUSPENSION
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

In submitting the proposal to provide products and/or services as outlined in the Request For Proposal specifications the prospective vendor certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from Federal procurement actions by any Federal Department or Agency. The prospective vendor further agrees by submitting this form that it will inform any and all subcontractors of this requirement and document such notification.

Where the prospective vendor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract or cancellation of purchase orders and personal services agreements.

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

Signed: _____
Title: _____
Firm: _____
Address: _____
City & State: _____
Date: _____