

Request for Proposal for Telecommunications Services

RFP #2014-HSD-TELE

NOTICE TO BIDDERS

Sealed bids will be received by the Hermiston School District (a.k.a Umatilla County School District 8R), located at 502 West Standard Ave, Hermiston, OR 97838 until 3:00 PM, Friday, November 7th, 2014 for the award of a contract for **Telecommunications Services** described as Internet Access, WAN Connectivity and Local and Long Distance Telephone service.

Bid documents can be picked up at the District Office located at 502 West Standard Ave, Hermiston, OR 97838 or viewed on the Hermiston School District Website (<http://hermiston.k12.or.us/community/facilities-master-planning/current-rfps/>) beginning Wednesday, October 1st, 2014 between the hours of 8:00AM and 4:00PM.

Questions relating to the Terms, Conditions, Instructions, or Statement of Work of the RFP may be directed to:

Robert Silva
Director of Technology
502 West Standard Ave
Hermiston, OR 97383
(541) 667-6998
Robert.Silva@hermiston.k12.or.us

Bid envelopes should be clearly marked with “**Sealed Bid for RFP Identifier (RFP #2014-HSD-TELE)**” and should be addressed to:

Robert Silva, Director of Technology
502 West Standard Ave
Hermiston, OR 97838

Bids will be publically opened and read immediately after the submission deadline at the District Office located at 502 West Standard Ave, Hermiston, OR 97838.

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Section 1: Recitals and Proposal Preliminaries

This Request for Proposal is made by HERMISTON SCHOOL DISTRICT (a.k.a. UMATILLA COUNTY SCHOOL DISTRICT 8R) ("District"), a government entity within the State of Oregon.

Selection Process Calendar

The following calendar will be used to select a telecommunications provider for "District" for Telecommunications Voice and Data Services, and associated support and maintenance, for the period as defined in this Request for Proposal and awarded contract:

October 1, 2014: Posting and Advertisement of the Request for Proposal process.

Deadline for submission of proposals is 3:00 PM PST November 7, 2014

Proposals will be reviewed and selection of a successful proposer completed between November 7, 2014 and November 21, 2014. Review shall take place at the District office, at 502 West Standard Ave., Hermiston, OR 97838.

Note that the "District" will not prequalify bidders as outlined in ORS 279B.120.

Period of Contract

"District" invites you to submit a sealed proposal to provide Telecommunication Services. "District" is seeking a multi-year contract. The completed contract shall include the option of extending service at the end of the contract term for a period of not more than three additional years. Extended service will be quoted for one year periods.

Sealed proposals will be accepted by:

Robert Silva, Director of Technology
502 West Standard Ave
Hermiston, OR 97838

Sealed proposals will be accepted until 3:00 PM PST, November 7, 2014. All proposals shall be clearly identified on the outside of the packaging as "**Sealed Bid for RFP Identifier (RFP #2014-HSD-TELE)**". Please submit your original proposal marked "ORIGINAL", along with two photocopies of the same. Facsimile transmitted responses will not be accepted. Email submissions will not be accepted.

"District" reserves the right to reject any and all proposals and to waive any informality in proposals received in accordance with ORS 279B.100. Although these specifications are intended to be complete, some questions may arise. Any questions should be directed to:

Robert Silva, Director of Technology
Phone: 541-667-6998
Email: Robert.Silva@hermiston.k12.or.us

Questions may be submitted by either phone or email.

PROPOSALS WILL BE MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS TO RECEIVE CONSIDERATION. PROPOSALS AND ANY CONTRACT RESULTING THEREFROM SHALL BE SUBJECT TO ALL THE INSTRUCTIONS, TERMS AND CONDITIONS HEREOF.

Purpose and Intent

“District” seeks a proposal from a telecommunications service provider that will deliver telecommunication voice and data services to the “District”. The “District” would like to enter into a multi-year contract with renewal options. Quotes will state all recurring and non-recurring costs to “District” of any/all proposed solutions. Under the constraints of time, budget or other factors, “District” may elect to award contract(s) to implement any subset of this Request for Proposal herein, including selection from available bandwidths or, at "District" option, may not award any contract pursuant to this Request for Proposal.

Section 2: Objective

The objective of this Request for Proposal is to accomplish a fair, open, and competitive procurement. The proposal will meet the "District" telecommunication, local and long distance, and data communication services needs in the most cost effective manner. The quantities described in this RFP are estimates only. The "District" shall not be obligated to purchase any particular quantity of services detailed herein.

Section 3: Proposal Requirements

1.0 Internet Access

1.1 Vendor will provide fiber optic internet access with up to 10 Gb/s capacity: Please provide quotes for the following baseline bandwidths:

- 500 Mb/s baseline
- 750 Mb/s baseline
- 1 Gb/s baseline
- Each additional 1Gb/s

1.2 Vendor will provide the service network interface inside “District” data center room located at Armand Larive Middle School.

1.3 Vendor will provide a /25 network consisting of 126 routable public IP addresses.

1.4 Vendor will have network engineering support available 24 hours per day, 365 days per year.

1.5 Vendor will maintain network monitoring capability and provide notification to "District" regarding any disruption of service.

1.6 Vendor will provide bandwidth utilization reporting. Preference may be given to vendors able to provide this and other metrics through a web-based interface.

1.7 Vendor shall use recyclable products to the maximum extent economically feasible in accordance with 279B.055.

2.0 Local and Long Distance Services

2.1 Vendor will provide local and long distance voice services at the following sites and quantities:

Site Name	POTS Lines (Alarm and 911)	T1/PRI
Armand Larive Middle School	6	1
Desert View Elementary School	4	0
Highland Hills Elementary School	4	0
Hermiston High School	6	0
Rocky Heights Elementary School	3	0
Sandstone Middle School	4	0
Sunset Elementary School	4	1
West Park Elementary School	4	0
District Office	2	0

2.2 Vendor must allow the “District” to add and remove voice services from existing sites at the quoted rate during the contract period as deemed necessary by the “District”.

2.3 Vendor will provide options for removal of sites due to closure or re-organization requirements as deemed necessary by the "District". There should be no early termination charges associated with the removal of sites for voice services.

2.4 Vendor will maintain 1000 DID (Direct Inward Dial) numbers currently in use by the "District". The "District" is currently assigned 541-667-6000 through 541-667-6999.

2.5 Vendor will provide a cost structure for long distance calls per minute.

3.0 WAN Connectivity

3.1 Vendor will provide WAN connectivity between the identified sites and the "District" data center located at Armand Larive Middle School.

3.2 Vendor will provide associated costs for the following bandwidths/site:

Site Name	10 Mb/s	100 Mb/s	1 Gb/s
Kik Facility 80788 Kik Rd Hermiston, OR 97838			

3.3 Vendor will allow the "District" to increase bandwidth allocation at any time during the contract period at the quoted rate without penalty.

3.4 Vendor will have network engineering support available 24 hours per day, 365 days per year.

3.5 Vendor will maintain network monitoring capability and provide notification to "District" regarding any disruption of service.

3.6 Vendor will provide bandwidth utilization reporting. Preference may be given to vendors able to provide this and other metrics through a web-based interface.

3.7 Vendor will provide options and the associated costs for the "District" to remove sites as operational needs change.

3.8 Vendor will allow the "District" to add new sites as operational needs change. New sites/services added during the contract period will have the same termination date as the original contract.

4.0 Additional Information Required

4.1 Vendor will provide Service Level Agreements.

4.2 Vendor will be a registered Service Provider in the Universal Service Schools and Libraries E-rate program and will include their registered name and Service Provider Identification Number (SPIN) and indicate if they are registered as a "Provider of Telecommunications Services". Vendor will provide proof of good standing with the FCC ERate Program.

- 4.3 Vendor will provide invoicing options. Options include SPI or BEAR filings with USAC.
- 4.4 Vendor will have a proven history of successfully providing networking services to K-12 education customers including development and delivery. Vendor will provide three (3) references of projects for customers of similar size and bandwidth requirements. References from other education entities preferred.
- 4.5 Vendor will be able and prepared to dispatch a qualified technician to "District" site within two hours.
- 4.6 Vendor will have a staff of expert(s) for any technology utilized in the provisioning of the contracted network services.
- 4.7 Vendor will demonstrate a proven track record of project management expertise.
- 4.8 Vendor will be able to fully implement any recommended network solutions.
- 4.9 Vendor shall use recyclable products to the maximum extent economically feasible in accordance with 279B.055.

5.0 Pricing

- 5.1 Pricing will be quoted on 36 month, 48 month and 60 month contract terms, with contracted and operational service starting July 1, 2014 and termination date of June 30, 2017, June 30, 2018, and June 30, 2019 respectively.
- 5.2 Pricing will show monthly recurring costs, one time installation costs and any service charges associated with "District" requested changes to service provided within the terms of the contract.
- 5.3 Pricing may include more than one payment schedule, selectable at "District" option.
- 5.4 Pricing will include renewable terms to extend the contract beyond the initial contract period. Contract renewal will be accepted at "District" discretion. Contract renewal terms will not require renegotiation. Vendor response will include an additional three 12-month voluntary extensions. These terms will not preclude the option of "District" to renegotiate contract extensions.
- 5.5 "District" may change Internet and WAN bandwidth rate at any time during the period of contract at the quoted prices without penalty.
- 5.6 "District" may add and remove sites for local and long distance service at any time during the period of contract at the quoted prices without penalty.
- 5.7 "District" may add and remove WAN sites and services at any time during the period of contract at the quoted prices without penalty.

Section 4: Evaluation & Pricing Criteria

The proposal providing the greatest price to performance value for all services and equipment will be awarded the contract if a contract is awarded.

Proposals will be scored based on the following weighted factors:

1. Price: 30%
2. Ability to provide a networking solution that is compatible with the existing network infrastructure, best meets the defined requirements, and positions “District” for the future: 25%
3. Vendor’s prior experience in providing K-12 networking solutions: 20%
4. Vendor’s available technical support services, personnel and associated qualifications: 15%
5. Proposal is complete: 10%

To assist in the evaluation process, vendors should provide answers to the following questions as well as any other details to offer a comprehensive representation of your company and its services:

1. The vendor is able to guarantee network availability at least 99.5% of the time in a calendar month except for outages caused by the customer’s equipment, fiber cuts by third parties, acts of God, or other Force Majeure events.
2. Does your company monitor all telecommunication services 24 hours a day, 365 days per year? What processes are in place to ensure customer is notified in a timely manner of planned and unplanned service interruptions?
3. Provide details regarding your company’s service model, including but not limited to: number of support staff dedicated to the services provided in this RFP, staffing experience and qualifications, process and priority service.

Section 5: General Terms & Conditions

BIDS, PROPOSALS & QUOTES

The terms "bid", "proposal" and "quote" may be used interchangeably in this document and shall have the meaning which is normally given to "proposal".

PROPOSALS

Proposals shall be enclosed in a sealed envelope and delivered to Robert Silva, Director of Technology, Hermiston School District, 502 West Standard Ave, Hermiston, OR 97838. The outside of the envelope shall plainly identify the title of the proposal. All proposals shall be clearly and distinctly typed or written in ink, adjacent thereto and initialed in ink by the party signing the proposal or an authorized representative. It shall be the bidder's responsibility to ensure that the proposal is delivered before the time and date set for proposal closing, and "District" will not be responsible for proposals delivered to any other location other than that described herein.

FACSIMILE (FAXED) BIDS

"District" will not accept telephone facsimile proposals or signatures.

EMAIL BIDS

"District" will not accept email proposals or signatures.

LATE BIDS

Proposals received after the time and date set for bid closing will be returned to the bidder unopened.

TAXES

Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No. 93-6002733 indicates our tax-exempt status as a K-12 organization of the State of Oregon.

ACCEPTANCE OF BID SPECIFICATIONS, TERMS AND CONDITIONS

The bidder acknowledges and accepts that the specifications, terms and conditions in the Request for Proposal and no others will control any contract awarded unless the bidder expressly states in the proposal, in whole or by reference, alternate terms or conditions which the bidder wishes "District" to consider. Any such alternate terms or conditions will constitute a variance and if material, may subject the proposal to rejection. Any referenced alternate terms or conditions shall be attached to the proposal.

MODIFICATIONS

Bids, once submitted, may be modified in writing prior to the time and date set for bid closing. Any modifications shall be prepared on company letterhead, signed by an authorized officer, and state that the new document supersedes or modifies the prior bid. The envelope containing any modifications to a bid shall be marked as follows:

"Bid Modification" "RFP #2014-HSD-TELE"

WITHDRAWALS

Bids may be withdrawn by written notification on company letterhead signed by an authorized person and received prior to the time and date set for bid closing. Requests to withdraw bids shall be marked as follows:

“Bid Withdrawal” “RFP #2014-HSD-TELE”

PROTEST OF BID SPECIFICATIONS OR TERMS AND CONDITIONS

Protests of bid specifications or terms and conditions shall be presented to the Deputy Superintendent of the Hermiston School District in writing within five calendar days prior to bid closing. Such protest shall include the reason(s) for protest and any proposed changes. If, in the opinion of “District”, a change is required for the Request for Proposal, an addendum will be issued. No protest against award because of the content of the Request for Proposal shall be considered after the deadline for submitting such protest. Envelopes containing protests shall be marked as follows:

“Protest” “RFP #2014-HSD-TELE”

ADDENDA TO BID DOCUMENTS

Changes to bid documents by “District” shall be accomplished by addenda. The bidder shall acknowledge receipt of all addenda issued with the bid, or separately, in writing, prior to the time and date set for bid closing. Addenda shall be sent within a reasonable time to known potential bidders who have provided contact information in order to allow prospective bidders to consider them in preparing their bids.

ORAL INSTRUCTIONS

Oral instructions or information concerning the invitation for bids or the project given out by officers, employees or agents of “District” to prospective bidders shall not bind “District” and shall not be relied upon.

COST OF BID PREPARATION

The Request for Proposal does not commit “District” to pay any costs incurred by any bidder in the submission of a bid or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the item(s) to be furnished under the Request for Proposal.

PATENTS AND COPYRIGHTS

The successful bidder agrees to protect, defend and hold harmless “District” against any demand for payment for wrongful or unauthorized use of any patented or copyrighted material, process, article or device that may enter into manufacture, construction or form a part of the work covered by the contract.

PERMITS AND LICENSES

The successful bidder shall obtain and shall include in his/her bid the cost for all permits and licenses, which may be required to perform the contract.

NON-DISCRIMINATION

The submission of a response to this Request for Proposals shall constitute the proposer's certification that the proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because a subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055 or against a business enterprise is owned or controlled by, or that employs, a disabled veteran as defined in ORS 408.225.

TAX CERTIFICATION

The submission of a response to this Request for Proposals shall constitute the proposer's certification that the proposer is and shall remain in compliance with Oregon tax laws in accordance with ORS 305.385.

REMEDIES

The contract terms and conditions shall specify the consequences of contractor's failure to perform the scope of work or to meet the performance standards established by the resulting contract. Those consequences will include, but are not limited to:

- A. The District's reduction or withholding of payment under the contract;
- B. The District's right to require the contractor to perform, at the contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting contract; and
- C. The District's right, which the District may assert individually or in combination, to declare a default of the resulting contract, to terminate the resulting contract, and to seek damages and other relief available under the resulting contract or applicable law.

PREFERENCES

Pursuant to ORS 279A.125, preference shall be given to goods made from recycled materials when such products are proposed if the products are available, meet applicable standards, can be substituted for a comparable non-recycled product, and the recycled products cost do not exceed the cost of non-recycled products by more than 5%.

BID SIGNATURE

The bid signature sheet of these specifications shall be signed with ink as follows or the bid will be rejected:

1. In the case of an individual bidder, by such individual bidder.
2. In the case of a partnership, the name of the partnership shall be stated followed by the signature of at least one partner on behalf of the partnership. In addition to such signature, the names of all partners shall be stated on such bid signature sheet.

3. In the case of a corporation, the corporation name shall be stated followed by the state of incorporation, the signature of an officer authorized to bind the corporation to a contract, as well as the name and mailing address of the local representative.

DELAYED BID CLOSING TIME / BID OPENING

The time and date set for the bid closing and bid opening will advance to the same time on the "District" next business day in the event that weather or other contingency causes "District" to be officially closed at the time and date set for the bid closing and bid opening.

RIGHT TO REJECT BIDS

"District" may reject any bid not in compliance with all prescribed public bidding procedures and requirements, including its own rules, specifications and conditions, and may reject for good cause any or all bids upon a finding of "District" it is in the public interest to do so.

The project may not begin until notification of approved E-rate funding is received by "District", at the option of "District". Furthermore, "District" may modify or postpone the project or withdraw from the contract prior to start date should the combination of E-rate funding and "District" resources be found insufficient to accomplish the contractual objectives by "District".

Furthermore, "District" may reject all bids should E-rate funding for this project not materialize or if sufficient resources are not included in the "District" budget as determined by "District".

RIGHT TO WAIVE IRREGULARITIES

"District" reserves the right to waive any irregularity not affecting substantial rights.

MODIFICATION OF BID AFTER AWARD

An offer to modify the bid, which is received from the successful bidder after award of contract, which makes the terms of the bid more favorable or advantageous to "District", will be considered, and may thereafter be accepted. To be effective, every modification shall be made in writing on company letterhead, signed by an authorized officer.

CONTRACT

All specifications, terms and conditions contained in the Request for Proposal shall be incorporated by reference and made a part of a contract awarded to the successful bidder.

LAW OF THE STATE OF OREGON

Any contract between "District" and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract. In addition, the contract shall be subject to the policies and rules adopted by the Board of Directors of "District".

FAILURE TO EXECUTE CONTRACT

District shall prepare all contract documents except for that portion of the accepted Proposal which is incorporated into the contract form. Failure on the part of the bidder to whom the contract is awarded

to execute the contract and to deliver the contract and any required performance bond shall be just cause for cancellation of the award, and withdrawal of the contract.

Award may then be made to the next lowest responsive and responsible bidder, or otherwise, as "District" in its discretion may decide.

NOTICE OF ASSIGNMENT

There can be no assignment or transfer of any interest in any contract between "District" and a bidder without the prior written approval of "District".

HOLD HARMLESS

The successful bidder shall indemnify, hold harmless, and defend "District" from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in connection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the bidder's negligence, omissions, activities or services provided pursuant to a contract awarded to such bidder.

FAILURE TO PERFORM

In the event that the successful bidder fails to perform under a contract awarded, the successful bidder shall be liable for all costs and damages incurred by "District" in procuring and obtaining any similar equipment, article, material or service from other providers, and the contract awarded to the successful bidder shall be in full force and effect to the extent not terminated. "District" reserves the right to terminate a contract awarded due to the successful bidder's failure to perform. Termination by "District" shall not affect any right, obligation or liability of the successful bidder which accrued before such termination. In addition to the right to terminate due to the bidder's failure to perform, "District" reserves all its right and remedies at law and in equity available due to the failure to perform.

SEVERABILITY

The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

WAIVER

The failure of "District" to enforce any provision of a resultant contract shall not constitute a waiver by "District" of that or any other provision.

FORCE MAIEURE

The successful bidder shall not be held responsible for delay or default caused by fire, riot, acts of God and war, which was beyond the bidder's reasonable control.

BREACH OF CONTRACT

In the event that the successful bidder breaches a term or condition of a contract awarded, "District" may terminate the contract. In addition to the right to terminate due to the successful bidder's breach,

and all other rights and remedies contained by other provisions, "District" reserves all its rights and remedies at law and in equity available due to the breach, including but not limited to the recovery from the successful bidder of any damages, costs, expenses and attorney fees (including attorney fees on appeal) arising out or as a result of a breach.

In the event that "District" breaches a term or condition of a contract awarded, the successful bidder's remedy shall be limited to termination of the contract and receipt of payment by "District" for any equipment, article, material or service provided by the successful bidder pursuant to the contract prior to the termination date.

SIGNATURE FORM

This completed page must accompany the vendor proposal.

I/We have read and understood the foregoing Request For Proposal, and the signature(s) below indicate that I/we agree to be bound by the terms and conditions contained therein.

SIGNATURE FOR INDIVIDUAL

<hr/>	
Name of Company	
<hr/>	<hr/>
Address	SIGNATURE OF INDIVIDUAL
<hr/>	<hr/>
City/State/Zip Code	Telephone

SIGNATURE FOR PARTNERSHIP

<hr/>	
Name of Partnership	Names of Partners (1)
<hr/>	<hr/>
Address	Names of Partners (2)
<hr/>	<hr/>
City/State/Zip Code	Names of Partners (3)
<hr/>	<hr/>
Telephone	SIGNATURE OF ONE PARTNER

SIGNATURE FOR CORPORATION

<hr/>	
Name of Corporation	Name of Local Representative
<hr/>	<hr/>
State of Incorporation	Mailing Address
<hr/>	<hr/>
SIGNATURE OF OFFICER	City/State/Zip Code

CONTACT PERSON

<hr/>	
Please Print	Telephone
<hr/>	<hr/>
E-Mail	Fax Number

Date signed: _____