

Wellsville School District USD289

602 Walnut Street
Wellsville, Kansas 66092

Phone: 785-883-2388

Fax: 785-883-4453

ERATE

FCC #470 Request for Proposal **Router**

NOTICE TO VENDORS/BIDDERS: This RFP will Server for two load balance Cisco Nexus 92160 or equivalent vendor such as Check point or Juniper.

INSTRUCTIONS AND CONDITIONS

I. GENERAL REQUIREMENTS

The Wellsville school district USD289 wishes to purchase a two load balance Cisco Nexus 92160 or equivalent firewall for the School District.

The School Board of Wellsville school district USD289 is hereby inviting bids for this request.

We will be seeking a two load balance Cisco Nexus 92160 or equivalent firewall for the school district that will have the following option

1. Thirty 1 Gig copper port with cable and GBIC modules.
2. Ten 1 Gig fiber port with fiber and GBIC modules.
3. Eight 10 Gig fiber ports
4. Redundant power supply
5. Configurable for QOS, and Security
6. Installed and training

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 Franklin County, Kansas. The District consists of one elementary schools, one middle school, and one high school approximately one thousand user. 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.

This bid must be sealed in an envelope and filed with Sherry Bousman, Computer Services Department, by 3:30 p.m. CST, January 1, 2018. If the chosen vendor/bidder refuses or is unable to meet the terms set forth by the Wellsville school district USD289 School Board, the award may be given to the next qualified vendor.

- I. 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

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- 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 Kansas City area.
- c. Preference will be given for bidders who have certified technicians and support staff that are approved by Cisco, I-Boss, Nimble, Veeam, VM ware, and Dell Equipment.

II. Bid Timelines

- a. The following timelines will be observed:
- b. December 1, 2017, - First Public Bid Opening (3:30 p.m.)
- c. January 1, 2018 - Last day Public Bid Closing (3:30 p.m.)
- d. February 27, 2015 - Awarding of bids on or before this date
- e. Contract scheduled to begin July 1, 2017
- f. All bids must be submitted in a sealed package or envelope to:

Attention: Sherry Bousman

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- g. All bids will be labeled Network Installation Firewall - 2017
- h. Do Not Open February 16, 2017, 3:30 PM 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 Wellsville 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 Wellsville School District.

Wellsville 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 Franklin County for the products listed herein.

4. **TAXES** - The bid sum and any agreed variations thereof 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 ten (10) 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 falls 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 or 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 School District and the Wellsville School USD289, School Board, 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 Wellsville School District 289, 602 Walnut, Wellsville KS 66092. 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.
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. **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.

12. **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.

13. **ANTI DISCRIMINATION** - It is the policy of the Wellsville School District 289 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 Kansas laws. In addition, the contractor agrees to require full compliance by all subcontractors employed on the work by him.

14. The Contractor shall abide by the provisions of all applicable Kansas 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.
15. Provisions for Aged and Handicapped Persons. Contractor shall comply with pertinent statutory provisions relating to public works.
16. Safety Standards. The Contractor shall comply with pertinent provisions of, "Industrial Safety and Health Act," and "Safety Standards for Construction Work."
17. Unemployment Compensation. Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.
18. 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. 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.
19. 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

Cell Phone and Internet Service

Wellsville School District 289

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 are required to be incorporated in agreements of this character are

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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, the physical neglect of a child, sexual offenses against a minor, sexual exploitation of a child, the sale or purchase of a minor child, promoting prostitution of a child, or violation of similar laws of another jurisdiction.

The contractors shall comply with all applicable provisions of, "Hours of Labor". , "Worker and Community Right to Know Act," and, 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.

THIS AGREEMENT, made the _____ day of _____, 2017, in the county of Franklin, State of Kansas, by and between Wellsville School District 289 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 workmanlike manner all of the work required in connection with the following titled Network Wiring Installation.

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

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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.

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

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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

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