## **Killingly Public Schools**

## **Request for Proposals**

## For

## **Mitel VOIP Telecommunications System**

## RFP# 2021-6



## **Deadline:**

Wednesday January 20, 2021 12:00pm ET Killingly Public Schools (the "School District") plans to upgrade and expand its telephone equipment and related management software in order to obtain a system that enables the School District to effectively and efficiently carry out the operations of the School District. The purpose of this Request for Proposals for a Mitel VOIP Telecommunications System (the "RFP") is to obtain sealed proposals from professional and qualified vendors who can provide the telephone equipment, management software and related maintenance services in accordance with the terms and conditions of this RFP. The School District expects that the telecommunications equipment and management software be delivered to the School District, installed by the successful vendor, and fully operational on or before **June 30, 2021**. The School District may select one or more experienced and qualified vendor(s) to proceed with the negotiation process from those submitting bids. Past experience will also be judged through the references of each entity.

#### SCHOOL DISTRICT PROFILE

The School District operates eight (8) buildings, which include an early childhood center, 2 elementary schools, 1 intermediate school, 1 high school, as well as transportation, maintenance, and administrative buildings. The School District has an enrollment of approximately 2500 students. The School District employs approximately 250 teachers and 400 staff who utilize the School District's telecommunications equipment on a daily basis.

## BID SUBMISSION DEADLINE AND REQUIREMENTS

The documents comprising the Request for Proposals may be obtained on the Board's website at <a href="https://killinglyschoolsorg.finalsite.com/departments/business-office/bids-rfps">https://killinglyschoolsorg.finalsite.com/departments/business-office/bids-rfps</a> or from the Office of the Superintendent of Schools, 79 Westfield Avenue, Killingly, CT 06239 between the hours of 8:00 a.m. and 4:30 p.m. on any regular workday.

### Bids must be submitted by Wednesday January 20, 2021, at 12 Noon Local Time

(the "Due Date")

All written bids must be delivered to the Office of the Superintendent of Schools on or before the Due Date as follows:

Killingly Public Schools Attn: Michael Klein, IT Director 79 Westfield Ave Killingly, CT 06239

All bids shall be submitted in sealed envelopes clearly marked with the words "Mitel VOIP Telecommunications System Bid", the date and time of bid opening, the bid, and the name of the bidder.

Oral, E-Mail or Facsimile Bids will not be accepted. Any bid received after the Due Date listed above will not be accepted or considered and will be made available to the respective vendor, unopened, for pick-up at the vendor's sole expense.

At the specified location and Due Date stated above, all timely submitted bids shall be publicly opened and read. Any interested parties may attend. No immediate decision will be rendered.

All potential bidders are **required** to attend a **Pre-Bid Meeting and Walkthrough, on Monday December 21, 2020 at 1:30 p.m. local time.** This meeting will be held in the Board Room, of the Office of the Superintendent of Schools, located at: 79 Westfield Ave Killingly, CT 06239. The Pre-Bid Meeting will also include a required walkthrough of all 5 school buildings. COVID-19 precautions in line with state and federal guidance will be observed including mask-wearing and social distancing.

Bids must be presented in the format requested. Bids not submitted in the prescribed format may be rejected at the sole discretion of the School District.

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all bids with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award the contract to other than the lowest bidder. The School District reserves the right to request additional information from any or all bidders. All bids shall be considered firm for ninety (90) days after Due Date for Bids.

Requests for clarification or questions on bidding procedures or specifications not discussed during the Pre-Bid Meeting may be submitted by email to **Michael Klein, IT Director at mklein@killinglyschools.org**. Oral questions will not be accepted. All responses to questions will be posted on the website (<a href="https://killinglyschoolsorg.finalsite.com/departments/business-office/bids-rfps">https://killinglyschoolsorg.finalsite.com/departments/business-office/bids-rfps</a>) as addenda to ensure all bidders have access to the same information and should be reviewed before RFP submission.

# All requests for clarification or questions must be submitted on or before January 7, 2021 at 12:00 noon local time.

From the issue date of this RFP until a vendor is selected and announced, a prospective bidder may only communicate about the subject of this RFP or a vendor's bid during the Pre-Bid Meeting or through additional written questions or requests for clarification in accordance with the previous two paragraphs. There should be no other contact with the School District, its Board of Education, or any individual Board member, administrators, faculty, staff, students, or employees.

The School District intends that all vendors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a vendor shall be effective unless confirmed by written communication contained in an addendum to this RFP that has been posted on the website.

A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a bid, or otherwise responding to this RFP, or any negotiations incidental to its bid or this RFP.

Each vendor certifies that their bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same subject matter and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

The following outlines the information that must be provided by each vendor and the required format for its bid. Any bid not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Bids must: (i) demonstrate an understanding of the scope of equipment, related software and maintenance services desired under this RFP; (ii) include a detailed description of the equipment, software, and services, including the features of each, proposed by the vendor; (iii) match the provided detailed layout of where the proposed equipment will be placed with the School District's buildings; and (iv) include all necessary information to enable the School District to thoroughly evaluate each vendor's overall experience, expertise, qualifications, and ability to deliver the telecommunications equipment, related management software, and on-going maintenance services in accordance with the requirements and obligations of this RFP. Each bid shall also include any other information or explanation that the vendor deems significant with respect to the School District making an informed decision relative to its bid. Each bidder must be available to provide prompt answers to any request for clarification from the district regarding their submitted bid.

## **Uniform Bid Requirements:**

The following pages represent the uniform requirements that must be met in order to submit bids/quotes to the District for the Mitel VOIP Telecommunications System RFP.

#### INSTRUCTIONS TO BIDDERS

These instructions shall form a part of all bid specifications:

- A. This bid is only for Mitel systems because of existing investments and interoperability. The naming of a model number is not intended to limit bidding but to establish the level of quality desired for the various items required. Bidders should exercise care in bidding equivalent items. Complete descriptive literature must accompany equivalent bids. Samples will be requested if necessary.
- B. Bid price shall include delivery to the point of use. Where it shall be deemed necessary by school officials, the successful bidder shall be prepared to provide instruction in use and care of equipment delivered in both written form and on a demonstration basis.
- C. Optional accessories necessary for the basic use of equipment shall be included in the base bid. Such accessories not necessary for the basic use but deemed desirable shall be included as an alternative bid with a complete description in Appendix B.
- D. Delivery date is a part of the bid and must be submitted on the bid form at the time of bidding.
- E. Bidders are required to use the bid form attached for base bids. Alternate bids may be attached to the bid form.
- F. All bids shall be deemed to include all applicable sales, use, and excise taxes. Exemption forms will be executed when necessary, but the School District does not make any representation that a tax exemption will apply.
- G. The Proposer must submit, with the proposal, proof that the Proposer can furnish a Performance Bond for the performance of the Contract. The proof must be in the form of a bona fide letter of surety from a surety company authorized to do business in the State of Connecticut. The letter must guarantee that the surety company will provide the Performance Bond in the amount of one hundred percent (100%) of the contract value in the event the Proposer is awarded the contract.
- H. All bids shall be submitted in sealed envelopes clearly marked with the words "Mitel VOIP Telecommunications System Bid", the date and time of bid opening, the bid, and the name of the bidder.
- I. In the event of discrepancies between the unit price and extension, the unit price shall prevail.

- J. Manufacturer's written guarantees shall accompany each bid. Bidders may state in writing, additional guarantees which will become a part of the bid and considered in making awards.
- K. Where applicable, service facilities and convenience of service will be considered as part of the bid. When necessary, bidders shall submit evidence of ability to adequately install, service, or supply the required items, and that the sale or provision of such items or services is a substantial, regular, and continuous part of the bidder's business.
- L. Where applicable, bidders shall certify that all relevant Federal, State, and local laws have been complied with.
- M. All necessary insurance certificates shall be supplied upon request.
- N. No order awarded under these specifications, or any part thereof, shall be sublet or assigned without the written approval of the Superintendent.
- O. The bidder acknowledges that by submitting a bid, the specifications and other instructions are in the bidder's opinion, appropriate and adequate for the intended purpose.

## The School District reserves the right to:

- A. reject any or all bids without assigning any reason;
- B. be the sole judge of equivalency;
- C. waive any bid requirement in accepting or rejecting bids.

### 1.00 Advertisement for Proposals and Vendor Response Instructions

- 1.01 The School District will receive bids from qualified contractors for a VOIP Telecommunications System. Qualified bidders will be certified in the installation, maintenance, and service of the products they propose in the RFP. The School District will retain the right and has complete discretion to qualify or disqualify all bidders on the basis of available information concerning the bidder's qualifications and ability to provide the product, installation, maintenance, service, and past performance.
- 1.02 The bid opening will be at 12:00 P.M. on January 20, 2021 at the Office of the Superintendent of Schools. All bids must be received by 12:00 P.M. on January 20, 2021 to be included in the bid opening. No late bids will be considered. No email bids will be accepted. Bid responses must be sealed and sent to the following address:

Killingly Public Schools Attn: Michael Klein, IT Director 79 Westfield Ave Killingly, CT 06239

- 1.03 The School District reserves the right to accept or reject any and all bids.
- 1.04 Pre-bid Meeting and Walkthrough All bidders are required to attend a pre-bid meeting at the Office of the Superintendent of Schools (79 Westfield Ave) at **1:30p.m. on December 21, 2020**. Included in this pre-bid meeting will be an opportunity for a question-and-answer session with district staff.
- 1.05 Clarifications and Corrections Please direct any questions regarding this RFP to Michael Klein, IT Director, at mklein@killinglyschools.org. Answers will be posted via addenda on the Board's website at <a href="https://killinglyschoolsorg.finalsite.com/departments/business-office/bids-rfps">https://killinglyschoolsorg.finalsite.com/departments/business-office/bids-rfps</a>. Each proposer is responsible for checking the Board's website to determine if the Board has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.
- 1.06 BID EVALUATIONS Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the District, vendor/contractor reliability, warranties, and familiarity with the projects and the facilities of the District. The School District will evaluate the merits of all Proposals submitted and reserves the right to accept or reject any or all Proposals. The School District will award to the lowest responsible proposal, in accordance with applicable laws.

### 2.00 Scope of Work

#### **Work Conditions**

The contractor will perform work in such a manner that will in no way interfere with the functioning of the buildings or grounds for the students' use. Workers will operate in accordance with the district's COVID –19 protocol. To ensure student safety, work may have to be performed after school hours. A schedule of requested times shall be submitted and agreed upon by the district.

VENDOR/CONTRACTOR RESPONSIBILITY - It shall be the responsibility of the selected vendor/contractor to provide the configuration and system quantities to all locations stated within this RFP. THE SCHOOL DISTRICT is not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work.

#### The awarded Vendor shall:

- Meet jointly with representatives of the District to exchange information and agree on details of equipment arrangements and installation interfaces for this Mitel Telecommunications project.
- Have sufficient resources in order to complete the Scope of Work within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to complete the Scope of Work within the specified timeframe.
- Furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the Telephone system installed at the District.
- Test (100%) all hardware for defects in installation and to verify performance under installed conditions.
- Provide installation, administration, testing, and "As-Built" documentation required from and/or maintained by the selected vendor/contractor during the course of the entire installation and network configuration project.
- Provide a written guarantee/warranty covering the installed telephone system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of at least three (3) years.
- Provide evidence or a written guarantee that telephones or VoIP handsets will have at least a 1-year warranty.
- Provide a maintenance agreement for ongoing support and upgrades with a description of services included (i.e., maintenance schedule/cadence, daily backups, etc) with pricing for 1 year, 3 years, and 5 years. Vendor should include SLAs for various levels of unscheduled support.
- Provide software assurance:
  - o Include software assurance in line with existing contract for existing hardware/software. In consultation with Mitel, software assurance for existing hardware/software should be a total of \$15,200.88 over the next 5 years.
  - o Include re-enlistment fee for existing hardware/software: \$3,578.30 total.
  - o Include all software assurance on expansion components (phones and software included in this RFP).
  - o District will be responsible for ongoing end-user adds, moves, and changes.
  - Vendor responsible for adds, moves and changes beyond typical end-user support (i.e., large-scale reconfiguration)

The selected vendor shall provide and install a VOIP Telecommunications System, providing 911 service per standard minimum state and federal regulations to classrooms and offices at all School District locations.

Vendor will install VOIP Switching equipment at the Office of the Superintendent of Schools. Installation of VOIP Switching equipment will be scheduled to limit phone service down time as much as possible.

Vendor will program Mitel VOIP system to the School District's specifications within the capabilities of the system. Vendor will also provide consulting time to prepare for conversion, adjust programming, and any additional consulting necessary for the installation of the VOIP telecommunications system.

Vendor will work with the District's Telco/tone provider (currently Frontier) to interface the VOIP system with the district's existing PSTN connection (currently 2 PRIs).

The School District is actively exploring SIP trunking. Therefore, vendor proposals for this RFP must ensure the VOIP system is compatible with SIP trunking. However, this RFP does not include SIP service pricing.

Vendor will remove all existing phone equipment that is being replaced from the School District premises and provide a credit to the district for buyback or reselling of existing equipment.

# The Proposed system must equal or exceed the following minimum requirements. Refer to spreadsheet for required quantities of licensing:

- Solution <u>May Not</u> be a hybrid or cloud solution. <u>Only on-premise solutions</u> will be considered.
- System capable of a minimum of 46 call paths. As of this date, the School District's call path handoff is via a bonded PRI provided by Frontier Communications.
- Must be a Mitel system and must be compatible with existing Mitel system and licensing. School District currently has 2 Mitel 3300MXe and 1 Mitel 3300CX controllers.
- Existing controllers will be replaced with new controllers and should be considered as part of this RFP for furnishing equipment.
- Software assurance:
  - o Include software assurance in line with existing contract for existing hardware/software. In consultation with Mitel, software assurance for existing hardware/software should be a total of \$15,200.88 over the next 5 years.
  - o Include re-enlistment fee for existing hardware/software: \$3,578.30 total.
  - Include all software assurance on expansion components (phones and software included in this RFP).
  - o District will be responsible for ongoing end-user adds, moves, and changes.
  - Vendor responsible for adds, moves and changes beyond typical end-user support (i.e., large-scale reconfiguration)
- All hardware should be priced as new.
- Support for all built-in included capabilities of Mitel VOIP system.
- Hot Desking and soft phone capability system-wide: ability to sign in on any device with user credentials (Mitel telephone or personal computer).

- Desk phone to cell phone find-me/follow-me capability.
- Unified messaging capability (i.e., Voicemail to Email supporting Outlook).
- Mobile client option (dedicated app preferred).
- Support work from anywhere within Mitel system capabilities without additional equipment (VPN).
- Must be able to integrate existing overhead paging systems (see next section)
- System will be programmed for district-wide auto-attendant phone menu/tree setup for all incoming calls from the PSTN, as well as an auto-attendant by building. Existing phone trees will be revised.
- Must be able to integrate with Active Directory and Google Domain.
- System will support a minimum of 1000 VOIP stations and 1000 voice mailboxes.
- Unified communication/voicemail system must be able to be virtualized within existing VMWare ESXi environment. It is the vendor's responsibility to provide specifications for required resources (RAM, storage, vCPU).
- System setup must be completely E911 compatible. While we do not want to implement E911 as a part of this RFP, we want to ensure the district has the ability to do so, should the district decide to move in that direction in the future.

## Paging group support:

The phone system will interface with existing overhead paging speakers (listed below) allowing for building-wide voice paging as a single zone from any handset. Vendor will supply all interface hardware and connectivity and any other materials/programming required to interface the system to the existing building overhead speakers. System will also be capable of paging all telephone handsets (that have speakers) within each school both as zones/paging groups and individual classroom extensions.

From the Office of the Superintendent of Schools, administrative handsets will have the ability to page all indoor speakers per building, and any/all VoIP phones. System will be programed for a district wide auto-attendant phone menu/tree setup for all incoming calls from the PSTN.

The following schools use a Bogen Multicom MC2000:

- Killingly High School
- Killingly Intermediate School

The following schools use a Bogen Multicom MC35A:

- Killingly Memorial School
- Killingly Central School

The following school uses a Bogen Amplifier with PBX interface capability:

• Goodyear Early Childhood Center

## **Training Opportunities:**

Vendor will include onsite training options for maintaining the telecommunications system for Technology Staff, and also training for end users and building secretaries to make calls internal and external, use various features available, and also how to access and use their voicemail. "Quick Start" and "How To" documentation will be provided for distribution to end users. "Quick Start" and "How To" documentation should cover the basic usage of the telephone handset, and setup and usage of end-user voicemail. Instruction for Technology Department staff will be ongoing. The vendor will provide a contact for questions and will provide documentation for the most common functions of the system administrator, including adding and removing users/handsets, resetting voicemail password, etc.

### **Phone Set Specifications:**

- Admin Phones Touchscreen- Mitel IP Phone 6940
- Office Phones Color display- Mitel IP Phone 6920
- Classroom Phones Display Mitel IP Phone 6905
- Wireless Conference Phone Mitel IP Phone 6970

Building	Admin Phones	Office Phones	Classroom Phones	Wireless Conf Phone
Killingly High School	13	58	18	4
Killingly Intermediate School	7	37	79	3
Killingly Memorial School	5	6	50	1
Killingly Central School	4	15	32	1
Goodyear	3	8	8	1
Total	32	124	187	10

The above numbers may be adjusted slightly after the bid is awarded, which should be reflected in the final cost. Please list a cost per phone on the bid.

### **Analog Connectivity Requirements:**

The District will be responsible for any POTS / copper pairs that need to be provided to locations for FAX machines, security/fire/elevator/energy systems.

The District may ask for specific numbers to be ported over to the VOIP system, but the expectation is that these numbers would not need 1:1 analog ports/options and that there will be a small quantity of numbers to be ported from POTS to VOIP.

## **Existing Infrastructure:**

The School District has a dedicated VOIP 1 gigabit fiber-optic MAN connecting all buildings along with 1 gigabit LANs connecting network clients. Vendor will work with district staff and provide consultation at no additional cost for all network changes needed to support voice communications. District networking equipment is all HP/Aruba. Killingly Public Schools will be responsible for providing POE switch ports to every location that requires them. All switch ports support 1GB. Vendor will provide the resources and personnel to physically place handsets/telephones in every classroom and verify connectivity back to the VOIP system. The vendor will provide enough patch cables to provide 1 x 15' CAT6 cable for each handset/phone.

Below is a list of addresses where the MAN is connected and where end-user telecommunications devices will be installed.

Killingly High School	226 Putnam Pike	Killingly, CT 06241
Killingly Intermediate School	1599 Upper Maple Street	Killingly, CT 06241
Killingly Memorial School	339 Main Street	Killingly, CT 06239
Killingly Central School	60 Soap Street	Killingly, CT 06241
Goodyear	22 Williamsville Rd.	Killingly, CT 06263

## **Projected Timeline**

The selected vendor/contractor shall have sufficient resources in order to complete the Scope of Work, within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements for completing the entire project. The District is anticipating the project to be completed in accordance with the following Project Timeline:

RFP available on-line or for pickup	December 7, 2020
Pre-bid Meeting [1:30pm]	December 21, 2020
Questions Due [12:00pm]	January 7, 2021
Sealed Bids Due [12:00pm]	January 20, 2021
Sealed Bids Opened [12:00pm]	January 20, 2021
Installation Complete	June 30, 2021

### 3.0 General Provisions

These specifications set forth conditions, and include the work to be performed, equipment to be installed, and certain methods to be employed to implement a complete operable installation. At the end of the project the School District will have a 100% operational Mitel VOIP telephone system that is configurable, scalable, and built to the District's specifications.

#### 3.01 Submittals

#### Bid

The response to the RFP may <u>not</u> be emailed, and must be sealed and delivered as noted previously in the bid document.

All submittals will include all of the information listed in Section 4 below. Each sheet of descriptive literature submitted shall be clearly marked to identify the material or equipment.

Vendors who have multiple solutions are welcome to submit multiple bids.

#### 4.00 Vendor Information

The following items are of interest to the School District concerning each vendor. As a quality business relationship is important, each vendor should include anything else it feels the School District should understand about its company and/or Bid. Please answer the following questions if they are applicable. If not, please explain why they are not applicable and also mark with a "N/A" response.

#### 4.1 General Info

- A. What is the legal name of your company?
- B. Please state the number of years your company has been in business.
- C. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?
- D. What are the headquarters' location address and relevant phone numbers?
- E. How many employees do you have locally? (Locally is defined as CT, MA, RI)
- F. Outline the insurance coverage you carry.
- G. Provide Federal tax identification number.
- H. Describe all past and present lawsuits or legal actions that your company has had in the past three years. Also, please state whether these actions have had a material effect on the financial condition of your company.

- I. Explain your ability to provide, support, and service multiple manufacturers of office equipment, technology and associated software. Please include a list of the manufacturers that you are able to buy from and outline your relationship.
- J. Has your company filed for "Chapter 11" within the past five years? If yes, how will this affect your ability to provide service?
- K. What kind of geographical classification applies to your company?
  - a. Local: (i.e., CT, MA, RI)
  - b. Regional: (i.e., operates only in one geographical location)
  - c. Multi-Regional: (i.e., in more than one region but not national)
  - d. National: (i.e., provide services across the U.S. only)
  - e. International: (i.e., conducts business in U.S. and abroad)

## 4.2 Organization Structure and Philosophy

- A. Describe your customer satisfaction guarantees and any warranties which are part of the equipment and services in your Bid. (Explain what happens when a customer is not satisfied with a piece of equipment.)
- B. To meet the level of uptime expected, vendors are expected to incorporate onsite support to manage machine failure and restore operation to said failed equipment. Describe your guaranteed account support structure to meet the above requirements.

### 4.3 Staffing

- A. How many Service Technicians do you have in the local area?
- B. Describe the process for notification when service is needed. How are service calls communicated to the technicians? What is your call back timeframe? What is your maximum allowed response time for a Service Technician to arrive onsite at the School District? If parts are needed, how long does it take to get them in hand? What are your Service Level Agreements (SLAs)?
- C. Describe your company's maintenance program. What is included in preventative maintenance and how often does this occur?
- D. What is your company's policy when the <u>actual</u> useful life of purchased equipment is less than contracted service agreement period?

E. Bidders must provide written confirmation from the original equipment manufacturer that the manufacturer will provide full maintenance should the bidder be unable to do so over the life of the contract.

#### 4.4 Financial Considerations

The School District expects that all Bids include any necessary network installation services to install the management software and place all equipment onto the School District's network. NOTE: Any additional costs related to network programming assistance to install the required management software are to be specifically identified. If not noted, it will be assumed that the costs are built into the cost of purchase.

- A. Please indicate who will provide network installation and support services for the initial install of this equipment and related software.
- B. Please indicate the number of hours of network support included after installation.
- C. Please indicate any additional costs for firmware and software updates.
- D. What are your billing terms and acceptable forms of payment?

## 4.5 Transition and Implementation

- A. Describe the members of your implementation team and give a brief description of their qualifications.
- B. Describe your implementation process.

#### 4.6 References

A. Please provide four local references where you have implemented similar equipment and services. (Preferably all K-12 public school institutions located within CT, RI, MA). At least one must be a school or school district.

### 4.7 Required Attachments

- A. Bid Signature Page (Appendix A)
- B. Bid Summary and Bill of Materials (Appendix B)
- C. Familial Relationship Disclosure Form (Appendix C)
- D. Certificate of Liability Insurance (Appendix D)

- E. Product Information and Detailed Specifications (Appendix F). You must include electrical requirements as part of the specifications
- F. Terms and Conditions
- G. W-9 Form
- H. Service Guarantee
- I. Bona fide bond letter of surety from a surety company

## **APPENDICES**

Appendix A: Bid Signature Page

Appendix B: Bid Summary and Bill of Materials Appendix C: Familial Relationship Disclosure Form

Appendix D: Certificate of Liability Insurance

Appendix E: Required Contract Language

Appendix F: Product Information and Detailed Specifications

Appendix G: Maps and Floor Plans

## **Appendix A:** Bid Signature Page

I have examined the RFP Bid conditions and specifications herein and agree that if my company is awarded a contract to provide any of the products and/or services sought in this RFP, my company will provide the District with the products and/or services according to the Request for Proposals, Bidder Instructions, Scope of Work, Timeline Requirements, General Provisions, Awarded Contract Requirements, and Products and Services specifications of this RFP and the Bid submitted herewith. Any and all deviations from the RFP Bid specifications are in writing and attached.

<b>Submitted By:</b>
Company Name:
Company Address:

City, State & Zip

Telephone:

Fax:

Email:

Representative Name:

Title:

Signature:

Date:

## Appendix B: Bid Summary and Bill of Materials

I/we, the Bidder, hereby propose to furnish, deliver and install the below listed items for the unit price indicated in accordance with the terms, conditions and specifications included in the Request For Proposals – Mitel Telecommunications system.

Using the templates included below:

- Provide a consolidated sheet with the grand total titled "Consolidated Summary Sheet: All Buildings".
- Provide a separate sheet for each building with the building total, labeled with the proper building name as shown below.
- NOTE: The Bidder may attach additional pages for Bill of Material as needed.

## BASE BID - Telephone system (Must include all components and installation costs)

Consolidated Summary Sheet: All Buildings				
Quantity	Description	Unit Price	Total Price	
Grand Total		,		

Estimated date of equipment delivery:
---------------------------------------

	Killingly High School			
Quantity	Description	Unit Price	<b>Total Price</b>	
Building Total				

	Killingly Intermediate School				
Quantity	Description	Unit Price	<b>Total Price</b>		
Building Total					

	Killingly Memorial School			
Quantity	Description	Unit Price	Total Price	
Building To	Building Total			

	Killingly Central School				
Quantity	Description	Unit Price	Total Price		
<b>Building Total</b>					

Goodyear Early Childhood Center				
Quantity	Description	Unit Price	<b>Total Price</b>	
Building Total		I		

## <u>ALTERNATE 1 BID - Telephone system</u> (Must include all components and installation costs)

Co	Consolidated Summary Sheet: All Buildings				
Quantity	Description	Unit Price	<b>Total Price</b>		
Grand Total:					

## **Appendix C: Familial Relationship Disclosure Form**

All Bidders must complete the following familial disclosure and attach this information to the bid.

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exist between the owner or any employee of the bidder and any member of the Killingly Public Schools Board of Education, Superintendent, School Director or Principal. Killingly Public Schools will not accept a Proposal that does not include this sworn and notarized disclosure statement.

Disclose any familial relationship and complete the form below in its entirety:
The following are familial relationships as described above (provide employee name, family contact name, family contact position and familial relationship or NONE.)

Signature(s):	Title

## **Appendix D: Certificate of Liability Insurance**

(\$1,000,000 minimum naming the district as an additional insured party.)

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## **Appendix E: Required Contract Language**

The School District expects each vendor to include its appropriate purchase documents in its Proposal for consideration by the School District. The following terms and conditions shall be included or incorporated into any purchase document between the School District and the selected vendor. Notwithstanding the foregoing, in the School District's sole discretion, the required contract language may be subject to negotiation if, for example, the School District believes the Contractor's bid includes more favorable language. For purposes of these provisions, "Contractor" means the successful vendor; and "Agreement" means the contractual document entered into between the School District and the successful vendor.

- 1. Insurance. Contractor agrees that it shall maintain commercial general liability and automobile liability coverage with minimum combined single limit, bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000.00) per occurrence/aggregate. Contractor further agrees that it shall maintain workers' compensation coverage with statutory limits and will also maintain employers' liability coverage with a limit of at least Three Hundred Thousand Dollars (\$300,000.00) for each accident. School District is to be included as an additional insured on both the commercial general liability and automobile liability policies. The general liability and automobile liability policies are to be issued on an occurrence-made basis and shall remain in full force and effect until the Agreement has been fully and finally completed. Contractor agrees to provide School District with current, valid insurance certificates evidencing required coverages under the Agreement with required policies or certificates of insurance properly endorsed to give School District at least thirty (30) days' notice of cancellation or material reduction of insurance coverage. Insurance provided by Contractor must be placed with insurers that meet a minimum Best financial rating of A:10.
- 2. **General Indemnification**. Contractor agrees to indemnify and hold harmless and defend the School District, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the (i) negligent act or willful misconduct of the Contractor, its officers, directors, employees and agents; (ii) any breach of the terms of the Agreement by Contractor; or (iii) any breach of any representation or warranty by Contractor under the Agreement.
- 3. Intellectual Property Indemnification. Contractor agrees to indemnify, hold harmless and defend School District from and against any and all damages, costs and expenses, including reasonable attorney fees, incurred in connection with any claim or suit brought against School District arising from claims of violation of U.S. copyright, patent or trade secret by any third party resulting from Contractor's or School District's use of any equipment, software, technology, documentation and/or data development in connection with the Agreement; provided that the School District is not the sole cause of the claim, and further provided that Contractor has control over its defense or settlement, and School District provides reasonable assistance at the expense of Contractor in the defense of the same. School District retains the right to offset against any amounts owed Contractor under the Agreement, any such monies expended by School District in defending itself against such claims. Following written notification of an infringement claim, Contractor may, at its expense, and in its sole and

- absolute discretion (but without obligation to do so) either (i) procure for School District the right to continue to use the alleged infringing product; or (ii) replace, modify or provide substitute products to School District which are, in School District's sole opinion, of equal or greater quality to make it non-infringing; or (iii) refund to School District all monies paid to Contractor with respect to the infringing products, as well as all reasonable losses related to the infringing product(s) and all reasonable expenses related to the installation and conversion to the new product(s).
- 4. Acceptance Testing. Within thirty (30) days of receipt of written notice from Contractor that installation and testing of the equipment and software is completed in accordance with the procedures outlined in the RFP, and upon receipt by School District of the Contractor's installation and performance report, which must include, but not be limited to, "As-Built" drawings and documentation verifying successful testing of the System(s), School District shall either accept or reasonably reject such equipment and software by written notice to Contractor. Any rejection shall expressly state the deficiencies giving rise to the rejection. Upon rejection of the equipment and/or software by School District, the School District shall provide Contractor with reasonable access to the respective site(s) to correct deficiencies identified, which correction shall be completed within ten (10) days of the date of access to the site(s). Upon correction, Contractor again shall provide written notice to School District that installation and testing is complete, and the acceptance/rejection process set forth above shall be repeated. This procedure shall continue until the installation of the equipment and software is accepted or finally rejected by School District. Upon final rejection by School District of the equipment and software, School District may, without prejudice to any other rights or remedies of School District, and after giving Contractor ten (10) days written notice, terminate the Agreement with Contractor. Nothing in this paragraph shall be construed to limit School District's remedies under any warranty set forth herein with respect to equipment and software. The equipment and software proposed shall be defined to be finally accepted by School District after meeting all requirements of the Agreement and the Contract Documentation (the "Final Acceptance"). The School District or School District's representative shall be the sole judge of whether all conditions for Final Acceptance have been met and should confirm final acceptance via written notice within ten (10) days.
- 5. Warranties. The Contractor shall provide all applicable manufacturers warranties, including but not necessarily limited to, those identified in the RFP, Contractor's Proposal and all applicable bulletins and clarifications. All warranties are effective from the date of Final Acceptance. Contractor warrants that all components provided under the Agreement, whether installed initially or subsequently, shall be (1) newly manufactured equipment or assembled from newly manufactured parts; and (2) will be free from defects in workmanship or material for a period as specified in the Agreement and agreed to by the School District in writing. During the warranty period, Contractor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the School District.
- 6. **Taxes**. The School District is tax-exempt. Any and all taxes relating to the equipment or related services shall be the responsibility of the successful vendor.
- 7. **Shipping**. All shipping and insurance costs to and from the School District site(s) shall be included in the Purchase Price. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. Contractor shall be responsible for all arrangements for the shipment and receipt of equipment to School District prepared site(s). Contractor shall

- provide all properly trained representatives to unpack all items of equipment and place this equipment in the proper locations. Contractor shall also be responsible for removal of all debris and packing materials from the site(s) resulting from the installation of the equipment.
- 8. **Governing Law**. The Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Connecticut.
- 9. **Nondiscrimination**. Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status. Breach of this covenant may be regarded as a material breach of the agreement.
- 10. Independent Contractor. In the performance of maintenance services under this Agreement, Contractor shall be regarded at all times as performing services as an independent contractor of School District, with no expectation of continued assignment to nor engagement by School District. Consistent with that status, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of the maintenance services of this Agreement and School District shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing such services under this Agreement. While the Contractor reserves the right to designate the means and methods of accomplishing maintenance services, nothing herein shall be interpreted as reducing or eliminating the obligation to appropriately provide such services to the level required by this Agreement. The failure to provide services to such level shall be a breach of contract.
- 11. **Policies**. Contractor agrees that any individuals it assigns to School District to perform maintenance services shall abide by applicable School District policies, including but not limited to, those related to safety, confidentiality, controlled substances, and emergency procedures.
- 12. **Invoices**. Contractor shall submit invoices in accordance with any approved process included in Contractor's response to the applicable RFP. Notwithstanding the foregoing, it is acknowledged and agreed that: (a) School District shall only be obligated to pay undisputed invoices/payment requests, (b) School District may reasonably dispute any invoice/payment request in good faith, (c) Contractor shall continue to fully and properly perform required services even if School District has reasonably disputed an invoice/payment request, and (d) the parties shall meet promptly to discuss any identified dispute regarding an invoice/payment request.
- 13. **Background Checks**. The School District reserves the right to perform any independent criminal history background checks on Contractor's employees who may be performing services in School District facilities, consistent with applicable laws.
- 14. **Damages**. Contractor shall not undertake, permit, allow, or cause any act or deed to be performed or any practice to be adopted or followed in or about School District facilities which causes or is likely to cause injury or damage to any person or property or to the reputation of School District. Contractor shall be responsible, and shall pay and/or reimburse School District for all costs of repair or replacement, for any damage caused by Contractor.
- 15. **Standard of Performance**. Contractor shall perform all obligations and services described in this Agreement at least to the industry standard level of performance required for each such obligation and/or service.
- 16. **Compliance with Laws**. Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies applicable to providing the services contemplated under this Agreement.
- 17. Incorporation. The School Districts Request for Proposal, with a due date of January 20, 2021

- ("RFP"), and accepted portions of Contractor's response to such RFP ("Response") are hereby incorporated by reference into this Agreement. In the event of any inconsistency or ambiguity between or among the Agreement, the RFP, the Response, or any other contract document, the terms most beneficial to the School District, in the School District's sole discretion, shall govern.
- 18. No Limitation of Liability, Waiver of Damages, or Indemnification. Superior to any other provision within this Agreement or any document incorporated by reference herein, it is understood and agreed that School District shall not, and shall not be required to: (a) limit Contractor's liability, (b) waive School District's right to recover any damages against Contractor, and/or (c) be obligated to indemnify Contractor or any other party for any loss or damage of any kind. Any contractual provision attempting to do any or all of the foregoing shall be deemed null and void.

#### 19. Miscellaneous.

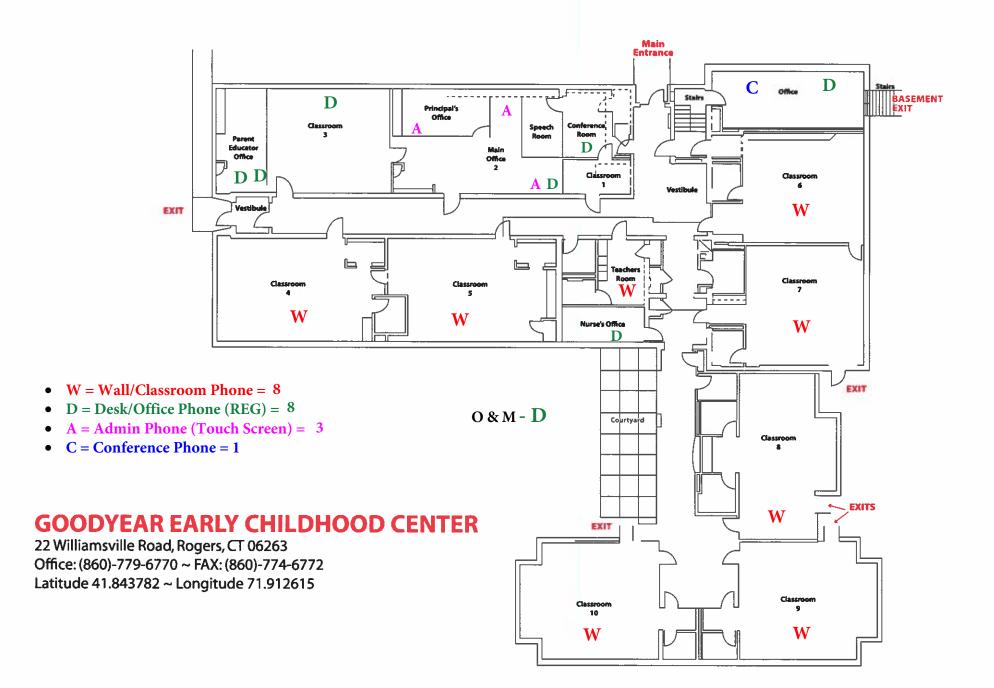
- a. Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.
- b. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of both Contractor and School District.
- c. Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
- d. This Agreement shall be interpreted and enforced under the laws of the State of Connecticut applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Connecticut to determine all issues which may arise under this Agreement.
- e. If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

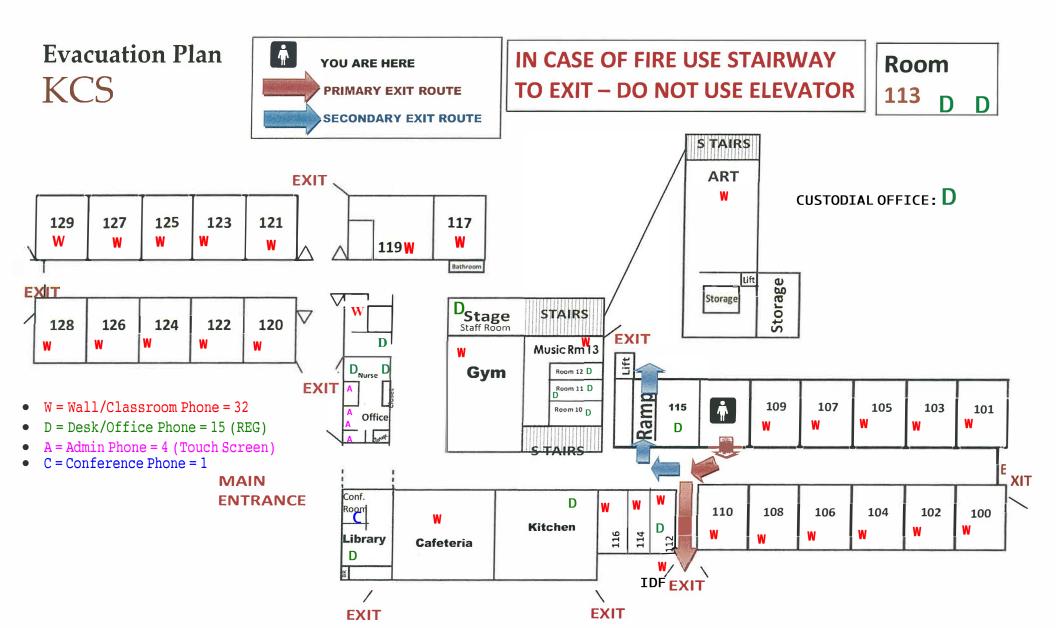
## Appendix F: Product Information and Detailed Specifications

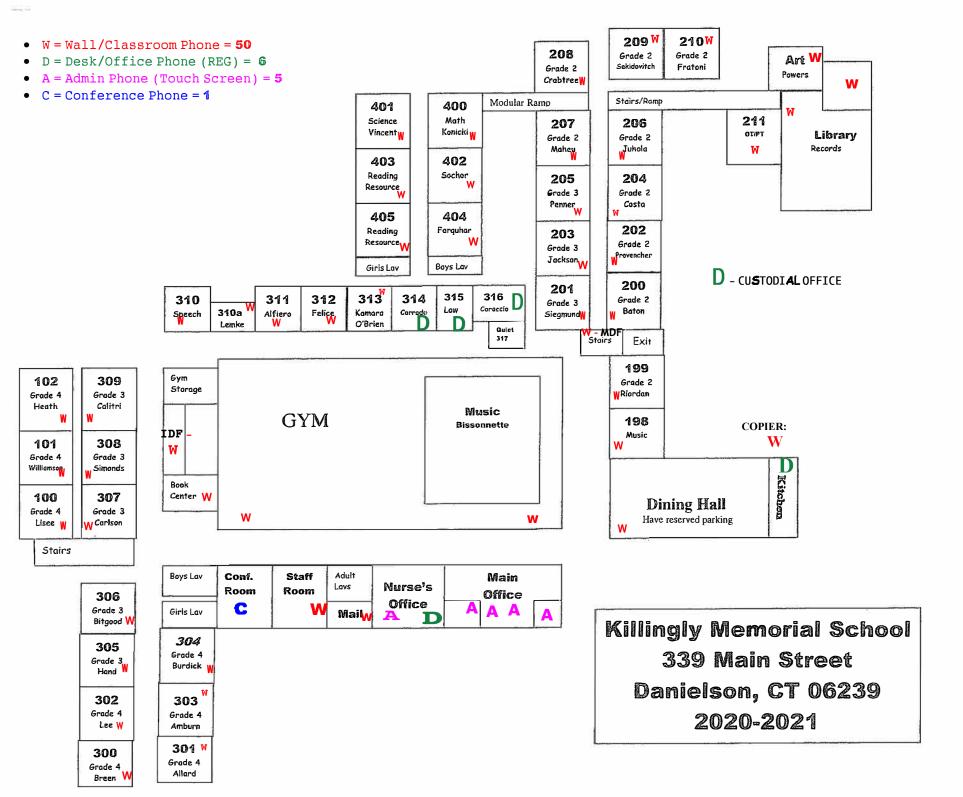
(Vendor will provide detailed product information and specifications for products related to the project.)

## Appendix G: Maps and Floor Plans

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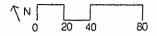


- W = Wall/Classroom Phone = 79
- D = Desk/Office Phone (REG) = 37
- A = Admin Phone (Touch Screen) = 7
- C = Conference Phone = 3

KILLINGLY INTERMEDIATE SCHOOL



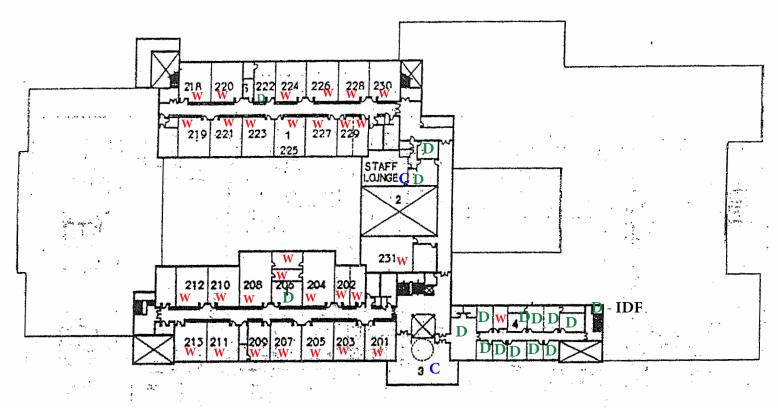
FIRST FLOOR PLAN



- ENTRY LOBBY
- ADMINISTRATION
- CLASSROOMS
- MEDIA CENTER
- AUDITORIUM
- CAFETERIA
- GYMNASIUM
- MUSIC ROOMS

- 9 ART ROOMS
- 10 SPECIAL EDUCATION
- 11 HOME ECONOMICS
- 12 INDUSTRIAL ARTS
- 13 LOCKERS
- 14 KITCHEN AREA
- 15 MECHANICAL

## KILLINGLY INTERMEDIATE SCHOOL

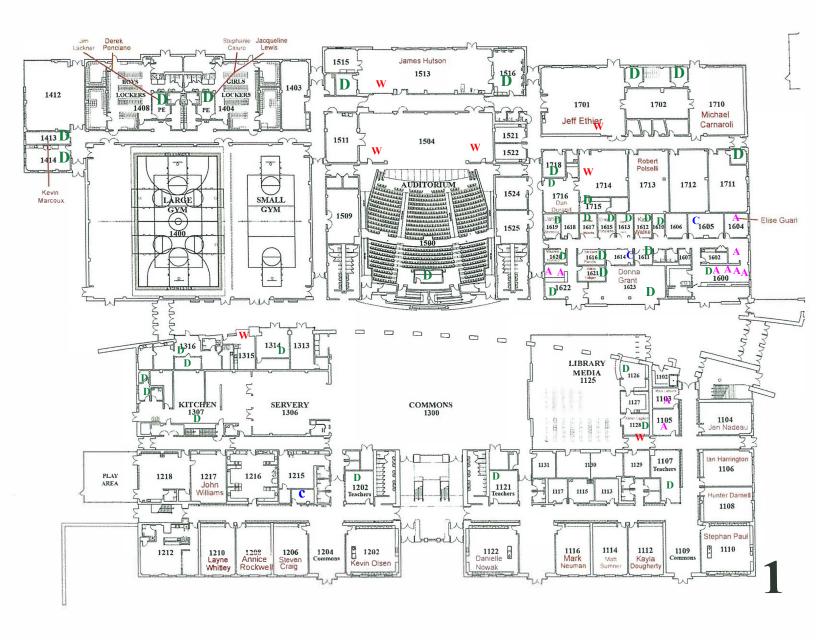


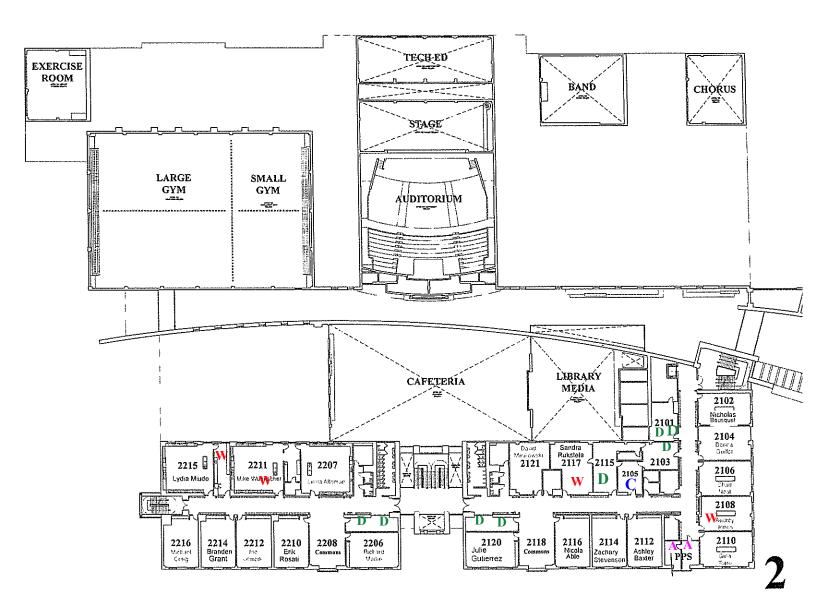
SECOND FLOOR PLAN

- CLASSROOMS
- MEDIA CENTER
- COMMUNITY ROOM STUDENT SERVICES

- W = Wall/Classroom Phone = 1818
- D = Desk/Office Phone (REG) = 5588
- A = Admin Phone (Touch Screen) = 1313
- C = Conference Phone = 4

## KILLINGLY HIGH SCHOOL







## KILLINGLY HIGH SCHOOL REGIONAL VOCATIONAL AGRICULTURAL CENTER 226 PUTNAM PIKE, DAYVILLE, CT 06241

## **D** BBARNN

