

**Woodland Public Schools Request For Proposal
To Furnish and Install
A New VoIP PBX, Phones & Voicemail System**

December 3, 2014

PROJECT TITLE: *New Woodland Public Schools VoIP PBX and Voicemail System*

PROPOSAL DUE DATE: Tuesday, January 6, 2015

EXPECTED TIME PERIOD FOR CONTRACT: February 1, 2015 to May 31, 2015.

ELIGIBILITY: This procurement is open to those individuals or organizations that satisfy the minimum qualifications stated herein and that are available and licensed for work in Washington State. This is a competitive bid public works projects and will require a bid bond, retainage, insurance, payment of prevailing wages and associated L&I documentation. Note that bidder registration is required. See the section below on bidder registration.

PURCHASER

Woodland Public Schools
District Office
800 Third Street
Woodland, WA 98674
360.841.2700

This RFP is available on the Woodland Public Schools website and at the Woodland School District Office.

RFP OBJECTIVE

The objective of the RFP is;

1. To determine costs and the most qualified telecommunications firm to furnish and install an onsite replacement VoIP PBX for the school districts existing Toshiba Strata PBX, and provide and install a new voicemail system to support WPS business and education activities across all of their sites. **Note that WPS is not interested in a Hosted solution.**
2. Provide and install a new fully E911 compliant VoIP PBX and provide all E911 database work, upload the ELIN, ERL and other required E911 information to the ALI database and convey the database information to WPS's E911 database service provider of record.
3. Have the winning bidder provide and aggressively manage:
 - a. All required systems design, traffic engineering and coordinate all trunk installations.
 - b. All cutover activities, and bring up the new system on a date negotiated with WPS.
 - c. The process of porting of all required existing phone numbers and circuits to new service providers, if required.

DESIRED QUALIFICATIONS

- Telecommunications contractor with the expertise, experience and trained staff to successfully plan, furnish and install a new highly reliable VoIP phone system, voice mail system, FAX server, and all necessary networking systems and database systems.
- The ability to install components and test to current EIA/TIA standards, specifications and industry “best practices”.
- The ability to provide ongoing high quality service and support to Woodland Public Schools (WPS).

NON-DISCRIMINATION

The District does not discriminate on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation, physical, sensory or mental disabilities or use of a trained guide dog or service animal. Proposers may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

ASSOCIATED DOCUMENTS

1. RFP Cover Letter (This document)
2. Attachment A: Bid Response Spreadsheet Format
3. Attachment B: Proposal Signature Page.
4. Attachment C: Bidder Reference Form.
5. Attachment D: Certification And Assurances
6. Attachment E: Certification Regarding Debarment
7. Attachment G: WPS standard contract template
8. Attachment F: Floor plans. (7 PDF drawings).

Project Schedule		
Description	Date	Time
Issue Request for Proposals, Place 1st advertisement	Wednesday, December 03, 2014	
Second Advertisement	Wednesday, December 10, 2014	
Mandatory Pre Bid Conference and Site Walkthrough	Thursday, December 11, 2014	10:00 AM
Last day to submit Questions	Wednesday, December 17, 2014	
Bid Submittal Closing. Proposals must be received at the WPS District Office prior to noon local time on:	Tuesday, January 06, 2015	NOON
WPS Evaluate proposals and determine 3 top scoring bidders.	Friday, January 09, 2015	
Announce 3 top scoring bidders and schedule interviews	Friday, January 09, 2015	TBD
Oral presentations, and meet with 3 top scoring bidders.	Thursday, January 15, 2015	
Announce "Apparent Successful Contractor"	Friday, January 16, 2015	
Award Bid:	Sunday, January 26, 2014	
Commence Installation Work	Monday, February 02, 2015	
Complete all installs for the main campus & Intermediate school.	Friday, April 03, 2015	
Cutover To New Systems (WPS spring break)	April 6 to April 10, 2015	
Install and turn up system in the new High school	May 15 to May 31, 2015	
All Project Related Work Complete	Monday, June 01, 2015	
All Project Accounting Closed Out	Tuesday, June 30, 2015	

RFP COORDINATOR

The Woodland Public Schools RFP coordinator is the sole point of contact in the District for this procurement. With the exception of registration and requests for copies of the project drawings, all communication between a Proposer and the District shall be with the RFP Coordinator identified on the cover page of this RFP.

Any other communication will be considered unofficial and non-binding on the District. Bidders are to rely on written statements issued by the school district through the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification.

NAME: Rod Roduin, ESD112 Construction Services Group
PHONE: 425-985-9280
E-MAIL: rod.roduin@esd112.org

BIDDER REGISTRATION REQUIRED

Bidders must register with Woodland Public Schools, Rod Roduin, (RFP coordinator) at the email address listed below to obtain electronic copies of the RFP WITH the school floor plan drawings and an electronic copy of the MSEXcel bid response spreadsheet.

Potential bidders must supply the following information in their e-mail request:

- Contract Name
- Contractor Address
- Contractor Phone Number
- Contractor Email Address

Note that this information will be used to email RFP revisions and additional information to bidders so this must be an email address that is checked regularly. WPS is not responsible for the bidder’s failure to provide a good working email address or to regularly check that address email from WPS.

CONTRACT CHANGES

Any changes to contract values related to scope or materials must be approved in advance by the WPS School Board. As such, no work shall be undertaken that is not in compliance with the signed WPS contract. Any and all changes must be fully documented and submitted for Board Approval in advance of any change or work and no changes shall be allowed without advance WPS approval.

MANDATORY PRE-BID CONFERENCE AND SITE WALK-THROUGH

A mandatory pre-bid conference and all-sites walk-through will be held at:

Meeting Date & Time: Thursday December 11, 2014, 10:00 AM.

Meeting Location: **Woodland School District Office, 800 3rd St, Woodland WA.**

Given four sites and the fairly large geographic areas they are in, it will take approximately 4 hours to walk through all of the sites.

SUBMISSION OF PROPOSALS

Proposers are required to submit three (3) hard copies plus one electronic copy of all of the documents on one (1) CDROM of the proposal. The proposal, whether mailed or hand delivered, must arrive at the following address prior to bid submittal closing:

Woodland Public Schools, District Office

800 3rd St, Woodland WA

Phone: 360-841-2100

The exterior of the envelope/package must be clearly marked with the project name:

"Phone System Bid Documents"

All proposals must arrive no later than NOON, local time, on January 6, 2015. Proposers must allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Proposers assume the risk for the method of delivery chosen. The District assumes no responsibility for delays caused by any delivery service or method. Proposals may not be transmitted using electronic media such as email or facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the District and will not be returned.

QUESTIONS REGARDING THIS RFP

All questions relating to the contract or technical design of this request for proposal must be submitted via Email to the RFP coordinator. Questions and answers will be forwarded to all proposing suppliers who provide contact information. In order to make information available to all proposing suppliers, no questions will be entertained after Wednesday December 17, 2014.

Questions about the meaning of any part of the plans, specifications, or other contract documents shall be submitted to the RFP coordinator in writing. The person submitting the request will be responsible for its prompt delivery. All Woodland Public Schools responses, correction or interpretation of the documents will be in writing and will be shared with all bidders. Woodland Public Schools District will not be responsible for any other explanations or interpretations of the contract documents. No oral interpretation of any provision in the contract documents will be provided. All interpretations, corrections or decisions provided by Woodland Public Schools will be final.

PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the District.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Superintendent and the apparent successful proposer; thereafter, the proposals shall be deemed public records that are subject to disclosure under the Public Records Act (RCW 42.17).

Any information in the proposal that the proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and must include the particular exception from disclosure upon which the proposer is relying. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The District will consider a proposer's request for exemption from disclosure; however, the District will make a decision predicated upon the Public Records Act. Marking the entire proposal exempt from disclosure will not be honored. The proposer must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge may be made by the District for copying and shipping. No fee shall be charged for inspection of contract files, but twenty four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

RCW COMPLIANCE

This Request for Proposal is being posted and advertised in compliance with Washington State RCW 39.04.270, Electronic Data Processing And Telecommunications Systems-Competitive Negotiation.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to anyone who has notified the District they are responding to the RFP and who has requested notice of any addenda. Proposers' questions regarding this RFP and the RFP Coordinator's answers, as well as any other pertinent information shall be provided in addenda.

The District reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a decision. The District also has the right to reject any or all proposals.

ACCEPTANCE PERIOD

A proposer may not withdraw his/her proposal after the time and date the proposals are due and before the District has awarded a contract, unless the District does not award a contract within sixty (60) days of the date the proposals were due. If the District's decision to award a contract is delayed for more than sixty (60) days, the District may invite proposers to agree to extend their proposal.

RESPONSIVENESS

1. All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP.
2. The District reserves the right, at its sole discretion, to waive minor administrative irregularities and to reject any or all proposals.
3. All proposals received after the time and date of bid submittal closing will not be evaluated.

MOST FAVORABLE TERMS

The District reserves the right to make a decision without further discussion of the proposal that is submitted. Therefore, the proposal should be submitted with the most favorable terms. The District may contact the proposer for clarification, but there not be an opportunity for proposers to present "best and final" offers. Proposers must be prepared to enter into a contract based on their proposal and the terms and conditions in this RFP.

COSTS TO PROPOSE

This request for proposal for structured cabling and access point installation is not an offer to enter into a contract, but rather a solicitation for Bids. The District shall not be liable for any costs incurred by the proposer in preparation of the proposal that is submitted in response to this RFP, or for any presentations or other activities related to responding to this RFP.

BID IDENTIFICATION REQUIREMENTS

All bids shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

The Bidder shall complete and submit, along with the Bid, attachments A, B, C and D at the end of this document. Bid submittal documents which are incomplete, or which do not provide forms with information filled in shall be considered non-responsive and shall not be evaluated.

RIGHT TO REJECT OR STOP THE WORK

The District may reject work which does not conform to the Bid or awarded contract specifications. If the contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the District may order the selected contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

The District reserves the right of cancellation for non-performance of the terms specified in the awarded contract. Non-performance shall include, but is not restricted to:

1. Failure to mobilize and start installation by Monday February 23, 2015.
2. Failure to complete installations in schools in a timely manner.
3. Failure to coordinate and facilitate inspections of installed cables and access points in a timely manner.

EMPLOYMENT PRACTICES

The selected vendor/contractor, by signing a contract, agrees to comply with the provision of the State of Washington policy regarding "Non-Discrimination of Employment".

The selected vendor/contractor shall also:

- Comply with all Washington L&I requirements, including payment of prevailing wage to all employees on this project.
- Provide all contractor employees working on WPS sites with picture ID.
- Upon arrival and departure, have all employees sign in and out at the main office for each school building location.
- Supply the District, by email, with weekly work schedules no later than the Wednesday of each week.
- Failure to do so may result in the schedule being rejected by the District.

POLICY REGARDING POSSESSION OR USE OF TOBACCO, ALCOHOL AND CANNABIS

Possession and / or use of tobacco, alcohol or cannabis products are prohibited on all Woodland Public School property. Possession or use of tobacco, alcohol or cannabis products on school district property

is grounds for expulsion from the property and possible legal action to restrain the offending party from entering school district property.

All NEW EQUIPMENT

All system components supplied to Woodland Public Schools shall be new and equipped with the manufacturer’s latest software revisions and updates. No used equipment, B-Stock, manufactures near-end-of-life or manufacturer discontinued components will be accepted. All components shall come with full manufacturers support.

WARRANTY, SERVICE AND SUPPORT

Bidder shall clearly identify the warranty for the equipment it offers. An explanation of the source, level and timing of maintenance servicing, and of responsibility for upgrades to the system, in both the warranty and post-warranty periods should be provided. Bidders must clearly enumerate any charges associated with the warranty service which will be billed to the District during the warranty period, at what point overtime charges will begin to accrue, such as after the service representative has been on site for eight hours or on holidays.

NOTIFICATION OF PROPOSERS

Proposers who have not been selected for further negotiation or award will be notified via e-mail, whenever possible.

REJECTION OF PROPOSALS

The District reserves the right in its sole discretion to reject any and all proposals and not to issue a decision. This RFP does not obligate the District to award a contract for the services specified herein.

GENERAL SCOPE OF WORK

1. Plan, furnish and install a reliable, expandable, fully operational and E911 compliant core VoIP PBX and voicemail system at the main campus MDF. Provide all necessary data networking equipment required to interface to the existing WPS data network. WPS will supply a complement of data network switches, equipped with PoE, as shown on attached plan documents.
2. Provide, program, setup and install a new VoIP PBX server and software.
3. Provide, program, setup and install Voicemail server and software.
4. Provide the following licenses
 - a. One PBX station license for each installed telephone.
 - b. One voicemail license for each installed telephone.
5. Order, coordinate, program, setup and install Telco and SIP Trunks.
6. Provide, install and program all new telephones.
7. Provide, program, setup and install all necessary data networking equipment and patch cords to interface the PBX equipment at the school sites to existing data network systems.
8. Because WPS is building a new high school which will open in August , 2015, and because the cutover occurs when the old high school is still in operation, WPS staff will remove new phones from the old high school when it is closed and move them to the new high school by WPS staff. Contractor will install all necessary core systems to facilitate that activity.
9. Provide, program, setup and install a E911 compliant database. Facilitate and obtain the infrastructure necessary to create and maintain a fully compliant telecommunications system. Provide all planning, labor and project management to transfer all required phone location records to the regional database such that the local PSAP receives the correct room location for all phones attached to the new LSD PBX. Provide these records to WPS technical staff for long term management of the system. Records shall be conveyed to WPS in a format compatible with E911ETC records systems.
10. Provide, program, setup and install all necessary circuits and equipment to maintain E911 compliant service at each school and business site if the data link to the core PBX servers are lost.
11. Provide all necessary Telco and service provider traffic engineering, planning, circuit ordering, circuit installation, project management, installation labor and materials, to make fully operational the new PBX and voicemail systems. Coordinate all required porting of phone numbers. Proper, adequate and early number porting planning is a critical element of the cutover process.
12. Assist WPS personnel in setting up the existing data network to comply with implementation of Quality of Service settings. Contractor to provide a written document providing recommendations for network settings to support the new PBX. WPS uses HP Procurve network equipment.
13. Provide two 2 hour live system training sessions for school district staff. Woodland School District will provide trainers for a train-the-trainer process, and will then train their staff on the operation of the phones.
14. For the Primary school, middle school, old high school and intermediate school, provide and interconnect one PBX port to each schools overhead paging/intercom system.

The new high school will have a Cisco / Singlewire InformaCast IP paging system.

Connect to the InformaCast system using SIP trunking.

Test the interoperation of the system and train the on-site staff on use of the interface.

15. Integrate all necessary VoIP circuits to maintain the proper operation of any existing WPS multi-function printer-copier-scanner-fax machines.
16. Removal of the old Toshiba PBX and PBX stations will be by WPS.
17. Provide all necessary permits and pay all applicable taxes.
18. Provide Technical Support. The District requires that bidders include technical and billing support, available by phone, to answer questions and resolve software, billing and support issues.
19. Repair, Maintenance Support and Response Time: The District requires bidders supply an escalation contact list and definitions of major and minor repairs with the appropriate telephone numbers and response times for each type of system failure. Also define the process for system software upgrades from the manufacturer.

BID SUBMITTAL INFORMATION

BASE BID VERSES BID ALTERNATE #1

WPS wishes to fully replace their existing Toshiba Strata PBX and convert all district sites to a new owned VoIP PBX and voicemail system. WPS's ability to do that depends on the total cost of the implementation found through this RFP process.

If it is found that systems are more expensive than WPS budget allows, the alternative is to continue to use the existing Toshiba PBX for the main campus and the Intermediate School and install a new VoIP PBX and voicemail system at the new High School and operate it as a stand-alone system, separate from the existing Toshiba system.

If Bid Alternate #1 is chosen, WPS would replace the existing Strata PBX at a later date, by extending the new High School VoIP PBX and voicemail systems to support all of the WPS sites.

Base Bid:

1. Supply all necessary planning, materials, labor, software licensees, bonds and insurance, to provide a full VoIP phone and voicemail replacement system for the existing services to at all existing school sites (except Yale Elementary School), including the new High School.
2. The new VoIP PBX and voicemail system must have the capacity to grow to a minimum of at least 1000 stations, either in the original installed configuration, or by adding additional equipment.

Bid Alternate #1:

1. Supply all necessary planning, materials, labor, software licenses, bonds and insurance to provide a full VoIP PBX and voicemail system for the new High School. The system would be stand alone, operated independently from the existing Toshiba PBX at the main campus and would grow, over time to serve the rest of the district. See the floor plan drawings for phone count information and the Bid Response Spreadsheet.
2. The new VoIP PBX and voicemail system must have the capacity to grow to a minimum of at least 1000 stations, either in the original installed configuration, or by adding additional equipment.

Bid Alternate #2:

1. Identify costs for extended warranties for years 2 through 6, or five years beyond the contractor's base warranty. See the NEW High School drawings for phone count information and the Bid Response Spreadsheet.

CONTRACTOR SHALL PROVIDE PROPOSALS FOR A COMPLETE, FINISHED AND FULLY OPERATIONAL TELEPHONE SYSTEM INSTALLATION AS DESCRIBED IN THIS DOCUMENT.

Prior to submitting their proposals, all bidders will be given the opportunity to fully inspect and review all of the facilities and locations where the project work will take place prior and all system support documents and floor plans. Contractor shall provide all necessary project management, design review, coordination, tools, test equipment, shipping, labor and materials necessary for the installation and completion of fully operational systems as defined in this document. Where methods or materials are

show or described in WPS supplied documents or drawings, they are to be interpreted as intended to illustrate methods or materials the owner wants used in specific locations.

BID RESPONSE DOCUMENTS

1. Provide three (3) full paper copies of your bid documents and one electronic copy on a CD ROM or thumb drive.
2. An electronic copy of the bid response spreadsheet (Attachment A) must also be submitted, in Microsoft Excel 2010 format. It must be included on the CD or thumb drive.
3. Provide specification sheets for the major products you propose to use including the PBX system, voicemail system, switches, servers, UPSs and the phones.
4. Place each of the 3 hard copies in separate binders. Place the CD ROM or thumb drive copy in one of the 3 binders.
5. Failure to provide the required information in the specified manner will be a basis for disqualifying the bid and causing the bid to be rejected without consideration.

BID EVALUATION AND CONTRACT AWARD

EVALUATION PROCEDURE

1. Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the District which will determine the ranking of the proposals.
2. The District reserves the right to award the contract to the proposer whose proposal is deemed to be in the best interest of the District.

BID SELECTION CRITERIA

Bids will be scored comparatively, and the bid awarded, based on the school districts scoring on the following weighting scale:

1. Bid Cost	25%
2. Perceived quality & value of the systems and services offered:	20%
3. Results of the oral presentations:	15%
4. Prior similar experience:	10%
5. Quality of Recommendations from references:	10%
6. Range of other services offered:	10%
7. Compliance with RFP Submittal Requirements:	5%
8. Proximity To Woodland :	5%
Total = 100%	

ORAL PRESENTATIONS MAY BE REQUIRED

WPS will select the top three proposals and invite those bidders to do oral presentations. WPS will contact the top-scoring proposers to schedule a date, time and location. Oral presentations will be scored, with the scores being used to determine the successful proposer. Commitments made by the proposer at the oral interview, if any, **will be considered binding**.

PROJECT BACKGROUND

1. WPS sites include the following. See the floor plan drawings at the end of this document.
 - a. Woodland District Office 800 Third Street, Woodland, WA 98674.
 - b. Woodland High School (Existing) 757 Park St, Woodland WA.
 - c. Woodland Middle School 755 Park Street, Woodland, WA.
 - d. Woodland Primary School 600 Bozarth Street, Woodland, WA.
 - e. Woodland Intermediate School 2250 Lewis River Road, Woodland, WA.
 - f. Woodland High School (New) 1500 Dike Access Road, Woodland WA.
 - g. Yale Elementary School. Yale is **NOT** part of this project.
2. The existing Woodland High School is in the same building complex as the Middle School and the District Office. This is called the **Main Campus**. The Primary School is adjacent to the main campus and is included in the main campus phone counts. It has two IDFs, both of which are connected by multi-mode fiber to the main campus MDF.
3. The Intermediate school is on a separate campus approximately 2 miles from the main campus.
 - a. WPS is in the process of building the new high school, approximately two miles north of the existing school campus. The existing High School on the main campus will be closed at the end of the 2014-15 school year and students will start the 2015-16 year at the new High School building. The old high school space will allow the middle school to grow.
4. The school district main MDF on the main campus. WPS has an existing digital Toshiba PBX in the existing main MDF. All telecom trunks go to the main MDF.
5. The primary school and the Intermediate School are both tied to the main campus MDF with fiber.
6. MDFs and IDFs. See the plan drawings at the end of this document.
 - a. Old High School / Middle School campus has the main District MDF and 3 IDFs.
 - b. The Intermediate school has 1 IDF.
 - c. The Primary school has 2 IDFs.
 - d. The new High School has its own MDF space plus 3 IDFs
7. New Phone Counts

	Qty	Qty	Phone Types
Main campus		43	multi line office phones
Main campus	115		standard desk phones
Intermediate School		9	multi line office phones
Intermediate School	33		standard desk phones
New High School		14	Estimated: multi line office phones
New High School	38		Estimated: standard desk phones
SubTotal	186	66	
	Grand Total	252	

8. In the event that only Bid Alternate #1 is chosen, see the NEW High School floor plan drawings for phone counts. The new VoIP phone and voicemail system must be able to expand to support all of the 3 other WPS school sites and the District Office at some point in the future.

9. WPS is contracting with a fiber optic cable service provider to link the Main Campus MDF with the new High School MDF, using a leased service.
10. Standard installed cable grade in the new high school is CAT5e or CAT6, depending on location.
11. Existing systems are presently set up such that each phone is independently cabled. In the new configuration, the majority of phones and computers will share the same UTP cable port.
12. WPS presently uses a hosted service from Interado for E911 compliance.
13. WPS has one or two POTS lines connected to emergency phones at each school site. These are separate from the Toshiba PBX.
14. WPS uses multi-function printer-copier-scanner-fax machines at each site to transmit faxes.
15. WPS will provide all necessary 100/1000 network PoE switch ports for all phones, unless PoLRE switches are utilized. PoLRE switches would be supplied by the bid winner. Especially at the Intermediate School, there will be some locations where phones must be locally powered from an AC outlet.

REQUIRED SYSTEM FEATURES

Woodland School District is looking for a phone and voicemail that provide the following:

- A. A full featured phone and voicemail system capable of handling a wide range of services.
- B. Capable of growing to a minimum of 1,000 stations and voicemail ports.
- C. Reliable and easy to use, with easy to learn intuitive features.
- D. Web browser user interface to review and manage voicemails.
- E. Web browser or client software interface to manage the phone system and the voicemail system.
- F. Email notification of the receipt of voicemails, with an accompanying digital audio file (such as AVI, wav or MP3) so the user can listen to the message on their desktop computer.
- G. Automatic Time of Day and Day of Week scheduling with separate and multiple greeting options.

Note: While the proposed phone systems may offer unified communications features, at this time WPS is not planning to utilize those features.

STANDARD PHONE SYSTEM FEATURE AND CAPABILITIES

1. Online Backup and restore capabilities for user and configuration data, without service interruption
2. The ability to pre-record, store, auto-attendant messages and quickly and simply switch between stored messages within an auto-attendant to provide information on situations notifications such as late school closures, early releases, late starts, bus route restrictions.
3. The system must support Quality of Service and the latest published standards standard for voice prioritization. Bidders shall identify the codec(s) the system utilizes and the type of QoS the network should be set up for.
4. Web browser interface to allow employees to access and manage their voice mail.

5. Bidders shall identify redundancy and failover capabilities and features. Provide information on how the proposed systems will maintain uninterrupted service in the event of system/hardware failure and in the event of a power interruption. Bidders should assume that there the sites do not have generators.
6. District-wide 4-digit dialing.
7. All equipment supplied under this contract shall be Underwriters Laboratory (or other national testing laboratory) approved and all literature for the components shall identify the national testing laboratory approval.
8. The district network consists of category 5e/6 UTP cabling. Woodland Public Schools will provide all PoE ports.
9. All equipment to be mounted in an IDF or MDF must be rack mountable in a standard 19" data cabinet or relay rack, served by standard 120-volt 15 amp electrical power. 208V power is an acceptable alternative however requirements for 208V power must be noted conspicuously in proposal documents.
10. IP networking features must allow branch-to-branch voice traffic between multiple controllers to be routed over the Districts data network. Network connectivity is provided by 100Mb or 1,000 Mb RJ-45 Ethernet ports.
11. All equipment must be installed to meet local seismic requirements.

DESIRED/OPTIONAL:

1. Distinctive Ring to distinguish outside/inside calls
2. Active Directory Integration
3. Hot Desking features, to allow a user to log in to a shared phone, and the shared phone will take on the class of service, voice messaging and E911 location reporting for the user.
4. Integration of software between the voice system and the PS/ALI database allowing for automated update/refresh of PS/ALI data resulting from relevant MAC actions.
5. Web-based phone system and voicemail administration.

PHONE FEATURES:

1. Phones identified in this document as "classroom phones" shall be Polycom SoundPoint 331 **or approved equivalent** in features, capabilities and quality and shall provide (2) 100/1000 Mb Ethernet ports. All phones shall have the ability to derive power from both PoE and a local power supply plugged into the AC outlet at the desk.
2. Phones identified in this document as "administrator's phones" shall be Polycom SoundPoint 550 **or approved equivalent** in features, capabilities and quality and shall be equipped with (2) 100/1000Mb Ethernet ports. All phones shall have the ability to derive power from both PoE and a local power supply plugged into the AC outlet at the desk.
3. User customizations should be associated with the extension and stored on the server, so that users are not required to recreate them in the event of handset replacement. Alternately, the system may have a method that uses the web interface or client software to save settings and transfer them to new phone, or to save and transfer to a new phone a "standard setup" to speed up programming of new phones.

4. The owner would like the capability to place a call to any speaker equipped phone, or group of phones, on the new PBX and have the call drop directly onto the speaker such that two-way hands free communication can start immediately, without the individual at the called location having to touch the phone. ***Bidders Shall Identify In Their Proposals If This Can Be Accomplished Using Systems Included In The Base Proposal.***

REQUIRED REPORTING FEATURES:

1. The system should have call accounting capabilities, including the ability to report inbound, outbound, and internal calls by station, group, department, and building.
2. Call accounting reports should be available to print, email, or export to a commonly-used file formats such as Excel and CSV.
3. The system should provide system and user-level voice mailbox reporting to track basic system functions and usage, including size of message store, message aging and auto-deletion of messages.
4. Performance reporting, including real-time reporting/monitoring of lines in use, with the ability for a system administrator to forcibly disconnect calls; call reporting of the average and maximum wait times to acquire a channel and failure due to lack of available channel and ACD volume and wait reporting

EMERGENCY CALLING FEATURES:

1. E911 capability is required for Woodland School District phone by State Law. The vendor shall provide a solution for 911 dialing that achieves the expected functions of a 911 system without substantially changing any of the expected normal operations of the system, including:
 - a. Ability to dial 911 directly, as opposed to the requirement to dial a prefix + 911, such as 9-911.
 - b. Ability to dial 911 from any phone regardless of login/lock status and/or class of service
 - c. 911 shall override other outbound calls.
 - d. The school site systems must retain the ability call 911 in the event of a local power outage or if the link to the core PBX equip is severed.

NOTE: In the event of a power outage at the main MDF, the school district allows their core phone system to go out of service, but maintains two POTS lines into each school office for emergency communications, and uses the intercoms to communicate with the classrooms. In the event of a link loss or power outage, WPS wants to maintain calling capabilities within the school site (assuming they still have power) and out to E911.

Bidders Shall Identify In Their Proposals How This Is To Be Accomplished.

ATTACHMENT A: BID RESPONSE SPREADSHEET

An electronic version of the spreadsheet can be obtained by emailing the RFP coordinator. The spreadsheet must be submitted in electronic format along with your bid documents.

Rod.roduin@esd112.org

Woodland School District			
New Woodland School District VoIP Phone & Voicemail System			
November 1, 2014			
		Schedule Of Values	
		Bid Response Spreadsheet	
Instruction: Bidders are to fill out the form below and provide the information both in paper and electronic format (MSExcel v2010) as part of their bid submittal.			
BASE BID: PROVIDE A VOIP PBX, VOICEMAIL AND PHONES TO REPLACE THE EXISTING WPS PBX, INCLUDING THE NEW HIGH SCHOOL.			
BIDDING CONTRACTOR INFORMATION			
10	Contractor Business Name		
11	Contractor Business Address		
12	Contractor Document Delivery Address		
13	Contractor Phone Number		
14	Contractor Primary Contact Name		
15	Contractor Primary Contact Phone Number		
16	Contractor Primary Contact E-mail		
17	Contractor Primary Contact Fax Number		
SITES		INDIVIDUAL SITE COSTS	
20	1 Main Campus		
21	Core PBX Servers, software and ancillary equipment		
22	Phone systems software and licensing		
23	Voicemail system software and licensing		
24	E911 Compliance Requirements		
25	Traffic engineering services, trunks and number porting		
26	PBX specific networking and support equipment		
27	Telephones		
28	Site Total	\$	-
29			
30	2 Primary School		
31	PBX specific networking and support equipment		
32	Telephones		
33	Site Total	\$	-
34			
35			
36	3 Intermediate School		
37	PBX specific networking and support equipment		
38	Telephones		
39	Site Total	\$	-
40			
41	4 New High School		
42	PBX specific networking and support equipment		
43	Telephones		
44	Site Total	\$	-
45			
46			
47	5 Miscellaneous Costs		
48	Performance Bond	\$	-
49	Insurance	\$	-
50	Shipping	\$	-
51	Permits	\$	-
52	Other Miscellaneous Costs	\$	-
53			
54	BID TOTAL	\$	-
55			
56	WSST at 7.8%		
57			
58	GRAND TOTAL INCLUDING WSST	\$	-
59			
60	Identify the total number of phones to be provided		
61			
62	Notes		
63	1 All costs for the entire project shall be included the BID TOTAL value above. Additional costs for items not shown in BID TOTAL will NOT BE PAID.		
64	2 Bidders are reminded that this is a prevailing wage project. See latest rate tables		
65	http://www.lni.wa.gov/Trade/Licensing/PrevWage/		
66	3 Contractors request for payments shall be based on completion of the individual systems sections 1 through 5, as shown above. Section 1 must be complete and operational prior to payment for items 2 through 5.		
67			
68			
69			
70			
71			
72	BID ALTERNATE #1: FOR THE NEW HIGH SCHOOL ONLY, PROVIDE A VOIP PBX, VOICEMAIL AND PHONES.		
73	4 New High School		
74	PBX specific networking and support equipment	\$	-
75	Telephones	\$	-
76	Site Total	\$	-
77	Performance Bond	\$	-
78	Insurance	\$	-
79	Shipping	\$	-
80	Permits	\$	-
81	Other Miscellaneous Costs	\$	-
82	BID ALTERNATE #1 SUBTOTAL	\$	-
83			
84	WSST at 7.8%		
85			
86	BID ALTERNATE #1 GRAND TOTAL INCLUDING WSST	\$	-
87			
88			
89	BID ALTERNATE #2: WARRANTY AND MAINTENANCE SERVICES ON THE BASE BID		
90	1 Provide Costs For Extended Warranty, starting at the end of the vendors base warranty.	\$	-
91	2 One (1) additional year extended warranty, including phones.	\$	-
92	3 Two (2) additional year extended warranty, including phones.	\$	-
93	4 Three (3) additional year extended warranty, including phones.	\$	-
94	5 Four (4) additional year extended warranty, including phones.	\$	-
95	6 Five (5) additional year extended warranty, including phones.	\$	-
96	7	\$	-
97	8 One (1) additional year extended warranty, not including phones.	\$	-
98	9 Two (2) additional year extended warranty, not including phones.	\$	-
99	10 Three (3) additional year extended warranty, not including phones.	\$	-
100	11 Four (4) additional year extended warranty, not including phones.	\$	-
101	12 Five (5) additional year extended warranty, not including phones.	\$	-
102			
103			
104	IDENTIFY YOUR STANDARD LABOR RATES		
105	1 Installation Technician, standard rate, per hour		
106	2 Installation Technician, overtime rate, per hour		
107	3 Repair Technician, standard rate, per hour		
108	4 Repair Technician, overtime rate, per hour		
109	5 Project Manager, standard rate, per hour		
110	6 Project Manager, overtime rate, per hour		
111	7 Network Technician, standard rate, per hour		
112	8 Network Technician, overtime rate, per hour		
113	9 Systems Engineer, standard rate, per hour		
114	10 Systems Engineer, overtime rate, per hour		
	End of document		

PROPOSAL SIGNATURE PAGE

Attachment B

Proposals are subject to all requirements furnished with this Request for Proposal document. By signing below, vendor affirms having read the terms, conditions and specifications, and agrees thereto and warrants that products and services supplied herein conform to specifications herein.

By signature on their proposal, Proposers certify that: they have read this Request for Proposal (RFP); are legally authorized to bind the Proposer; agree to furnish the requested supplies, equipment or services in accordance with this RFP.

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

WASHINGTON UBI NO.: _____ FEDERAL TAX ID: _____

SPIN: _____

CONTACT NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

ARE ANY DISTRICT EMPLOYEES OR FORMER EMPLOYEES ON THE GOVERNING BOARD?

Check YES or NO

IF YES, PLEASE GIVE NAME(S) AND POSITION(S).

If the proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the proposer's non-performance or poor performance and the issue of performance was either:
(a) non-litigated due to inaction on the part of the proposer, or
(b) litigated and such litigation determined that the proposer was in default.
Submit full details of the terms for default including the other party's name, address, and phone number. Present the proposer's position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the proposer in the past five (5) years, so indicate.

Legally Authorized Signature:

PRINTED NAME: _____ DATE: _____

TITLE: _____

SIGNATURE: _____

BIDDER REFERENCES FORM

Attachment C

Provide a minimum of three recent verifiable client references for similar projects completed within the last year in the State of Washington. References must be from customers and end users. We will contact all references

References from equipment vendors, suppliers, manufacturers or subcontractors will not be considered.

Reference 1 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service: Voice <input type="checkbox"/> Data <input type="checkbox"/>	E-mail Address:	OK to Contact?
Number of devices / approximate monthly minutes	When Installed:	
Description / Notes:		
Reference 2 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service: Voice <input type="checkbox"/> Data <input type="checkbox"/>	E-mail Address:	OK to Contact?
Number of devices / approximate monthly minutes	When Installed:	
Description / Notes:		
Reference 3 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service: Voice <input type="checkbox"/> Data <input type="checkbox"/>	E-mail Address:	OK to Contact?
Number of devices / approximate monthly minutes	When Installed:	
Description / Notes:		

CERTIFICATION AND ASSURANCES

Attachment- D

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the District without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the District whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the District, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer _____

Title _____ Date _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS
Attachment – E**

_____ certifies that to the best of their knowledge/belief that neither _____ as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

_____ shall provide immediate written notice to Woodland School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Woodland School District should determine at any time that this certification is false, Woodland School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- A. Checking the federal Excluded Parties List System (EPLS); or
- B. Collecting a certification from that person if allowed by this rule; or
- C. Adding a clause or condition to the covered transaction with that person.

We agree by signing this agreement that we shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

Authorized Signature Date

Printed Name

ATTACHMENT G: AGREEMENT BETWEEN WOODLAND SCHOOL DISTRICT AND CONTRACTOR

This AGREEMENT is made as of the _____ of _____, between the Woodland School District (School District) and _____ (Contractor).

A general description of the Project or Work is: New VoIP Phone and Voicemail Systems. See Contract Documents for further details.

The School District and Contractor agree as set forth below.

ARTICLE I THE WORK

1.1 The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

ARTICLE II DATES OF COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION

2.1 The date of commencement of the Work (the date from which the Contract Time is measured) is the date of this Agreement written above, unless a different date is stated is here: _____.

2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ and Final Completion by _____, subject to adjustments of the Contract Time as provided in the Contract Documents.

2.3 Liquidated damages shall be \$ _____ per day for each calendar day after the Contract Time that Substantial Completion is not attained. The Contractor agrees that the liquidated damages amounts are a reasonable estimation of actual damages, as of the date of this Agreement, based on the inherent uncertainty and difficulty in determining and quantifying damages caused in the construction of School District facilities and improvements and are not a penalty. The School District shall be entitled to deduct the liquidated damages from any money otherwise due, or about to come due, to Contractor. The liquidated damages are not intended to preclude the Owner from pursuing claims or causes of action for consequential damages related to delay or to pursue other damages to the Owner from failures or faults of the Contractor unrelated to delay in the Work, nor do they limit or impair any other right or remedy the Owner may otherwise have under this Agreement or in law.

ARTICLE III CONTRACT SUM

3.1 The School District shall pay the Contractor for the Contractor's performance of the Contract the Contract Sum of _____ Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents. **Sales tax is not included** in and shall be added to the Contract Sum.

3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the School District:

Insert

3.3 Unit prices, if any, are as follows:

Insert

ARTICLE IV PAYMENT

4.1 The School District will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor. The School District will make progress payments on account of the Contract Sum. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as provided below. The School District will make final payment, constituting the entire unpaid balance of the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed, and the School District's Board of Directors has accepted the Work. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents. A performance and payment bond is required: see Section 6.3.

4.2 Payments due and unpaid under the Agreement after 30 days from the date of Application for Payment shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2% but under no circumstances shall exceed 12% per annum.

ARTICLE V PERMITS AND FEES

5.1 The School District will pay for the building permit, including initial plan check fees.

5.2 The Contractor shall be responsible for and pay all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work that are customarily secured after execution of the Contract and that are legally required when bids are received.

ARTICLE VI INSURANCE AND BONDS

6.1 Contractor's Liability Insurance.

(a) The Contractor shall purchase from and maintain during the life of this Agreement, at its own cost in a company or companies admitted to do business in the State of Washington, possessing a Best's policy holder's rating of A or better and a

financial rating of no less than VIII, and reasonably acceptable to the School District, an occurrence-based Commercial General Liability Insurance Policy with limits of liability insurance with per-project general aggregate provisions and not less than the following.

(i) \$1,000,000 Combined Single Limit protections for both bodily injury and property damage liability per occurrence and \$2,000,000 general aggregate;

(ii) \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others, including loss of use thereof arising out of the operation of automobiles.

(iii) \$1,000,000 for personal injury liability coverage included and defined in the Commercial General Liability insurance policy for damages which are sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

(iv) \$1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Section 10.13.

(v) In addition, the Contractor shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than \$1,000,000.

(b) The insurance described above shall include coverage for underground, collapse and explosion exposures.

(c) In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$500,000.

(d) The School District's specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

6.2 Property Insurance.

Check one of the following:

Contractor Purchases Property Insurance.

(a) The Contractor shall insure the property in an amount equal to the Contract Sum (including clearing, preparation and excavation of the site) against “all risks” of physical damage, including marring, scratching and collapse. The policies shall be written to insure the School District, the Contractor and /or Subcontractors and /or assignees as their interests may appear. The loss, if any, shall be payable to the School District, as trustee for the Contractor and its Subcontractors. The inception date of this policy shall be the date the Contractor is ordered by the School District or its agent to proceed with the Contract. The Contractor shall furnish the School District with satisfactory proof, in duplicate, of carriage of such insurance. The certificate must reflect Woodland School District as additional insured.

(b) Upon the occurrence of an insured loss, the School District as trustee shall have the power to adjust and settle any loss with the insurers. The School District shall deposit in a separate account any monies received, and shall distribute such funds as the parties in interest may agree. If no agreement is reached, any damaged Work shall first be repaired or replaced, and payment therefor made from the separate account by Change Order or by payment to a separate contractor, at School District’s option; further disbursements from the separate account will then be determined by the School District.

(c) The School District and Contractor waive all rights against (1) each other and any of their Subcontractors of any tier, agents and employees each of the other, and (2) any Architect, Architect’s consultants, separate contractors described in Article 12, if any, and any of their subcontractors of any tier, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 6.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the School District as fiduciary. The School District does not waive subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The School District or Contractor, as appropriate, shall require of any Architect, Architect’s consultants, separate contractors described in Article 12, if any, and the Subcontractors of any tier, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

or

_____ **School District Purchases Property Insurance.**

(d) The School District shall insure the property in the amount of its insurable replacement cost, including additions and alterations, against “all risks” of physical loss. The policies shall inure to the benefit of the School District only. The Contractor is at risk for all material and equipment not a permanent part of any structure.

(e) Upon the occurrence of an insured loss, the School District shall have the power to adjust and settle any loss with the insurers.

(If neither box is checked, the latter box where the School District Purchases Property Insurance is operative.)

6.3 Payment and Performance Bond.

(a) The Contractor shall be secured from a surety company licensed to do business in the State of Washington, and the Contractor shall pay for a performance and a payment bond in the full amount of the Contract Sum plus sales tax, pursuant to and in form and substance fully compliant with RCW 39.08. Such bond shall be conditioned that Contractor shall faithfully perform all provisions of this Agreement (expressly including, without limitation, the Contractor's obligations under Article 18 of this Agreement) and pay all laborers, mechanics, Subcontractors and suppliers, and all persons who supply such person or persons, or Subcontractors, with provision and supplies for carrying out the Work. Within ten (10) days after the issuance of the Notice of Intent to Award Contract, the Contractor shall deliver evidence of its bondability to the School District. Within ten (10) days of entering into the Agreement, the Contractor shall deliver two copies of the bond to the School District and one copy to any Architect. THE SCHOOL DISTRICT MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED, THE SCHOOL DISTRICT MAY WITHHOLD ITS "NOTICE TO PROCEED" AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.

ARTICLE VII ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents are enumerated as follows, except for modifications issued after execution of this Agreement:

7.1 This executed Agreement between the School District and Contractor, including the attached:

- (a) The Addenda (if any) as follows: **Insert**
- (b) General Conditions : Attached
- (c) Any Supplementary and other Conditions of the Agreement: **Insert**
- (d) The Specifications as follows: **Insert**
- (e) The Drawings as follows: **Insert**

Any other documents forming part of the Contract Documents listed below: **Insert**

This Agreement entered into as of the day and year first written above.

WOODLAND SCHOOL DISTRICT

By:

(Signature)

(Printed name and title)

Address: _____

CONTRACTOR

By: _____
(Signature)

(Printed name and title)

Address: _____

GENERAL CONDITIONS

ARTICLE VIII THE CONTRACT DOCUMENTS

8.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

8.2 The Contract Documents shall not be construed to create a contractual relationship of any kind between the School District and a Subcontractor of any tier or between any persons or entities other than the School District and Contractor.

8.3 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

ARTICLE IX ADMINISTRATION OF THE AGREEMENT

9.1 The School District will provide administration of the Agreement. If an Architect is also involved, its duties beyond those addressed in the General Conditions will be described in an attachment to this Agreement. The School District must approve in writing all changes in the Contract Sum or Time and all Change Orders, Construction Change Directives, and payments to the Contractor.

9.2 Neither any representative of the School District nor any Architect is authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work whether or not executed in accordance with, nor to issue instructions contrary to the Contract Documents except as otherwise specifically authorized in this Agreement.

9.3 The School District or any Architect may disapprove, condemn or reject work when, in its opinion, the Work does not conform to the Contract Documents. The School District or any Architect may require special inspection or testing or any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

9.4 The School District or any Architect may call, schedule and conduct job meetings, which the Contractor and representatives of its Subcontractors shall attend, to discuss such matters as procedures, progress, problems and scheduling.

9.5 The School District and any Architect may visit the site at intervals it considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work. However, neither will be obligated to make exhaustive or

continuous on-site inspections to check quality or quantity of the Work nor liable for any condition that would be discovered through inspections.

ARTICLE X THE CONTRACTOR

10.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, for safety, and for coordinating all portions of the Work under the Agreement. The Contractor shall be an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor acknowledges that it is not economically dependent on the School District for these services and is free to contract with other parties for services the Contractor provides. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the School District or to act as or be an agent or employee of the School District.

10.2 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible to the School District for the acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. At no change to the Contract Sum or Contract Time, the School District may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Contract the School District considers objectionable.

10.4 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract, including observances of drug testing and all smoking, tobacco, parking, safety, weapons and other rules governing the conduct of personnel at the Project site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall ensure that all persons performing the Work comply with the Owner's tobacco use policy and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff. Neither the Contractor nor any of its Subcontractors of any tier shall utilize any employee at the site who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Contractor shall remove from the Work and Work site any employee or other person who has

engaged in such actions or who the Owner reasonably considers objectionable. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the Contract Sum or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section 10.4. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

10.5 Warranty. The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be performed in a workmanlike manner, free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. The School District may conclude that Work not conforming to these requirements, including substitutions not properly approved and authorized, is defective. The Contractor's warranty excludes remedy for damage or defect caused by third-party abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

10.6 Taxes. The Contractor shall pay sales, consumer, use, B & O, and other applicable taxes that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

10.7 Notices. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the School District or Architect (if any) if the Contractor observes the Drawings and Specifications to be at variance with them.

10.8 Submittals. The Contractor shall review, approve and submit to the School District or Architect (if any) with reasonable promptness Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents at any time, including following expiration or termination of this Agreement, and in any format, including electronic format, as may be requested by the School district. The Work shall be in accordance with approved submittals.

10.9 Progress Schedule. Within ten (10) days of execution of this Agreement, the Contractor shall submit a preliminary schedule of the Work to the School District. Failure to do so shall constitute a material breach of the Contract and a material breach of the conditions of the bid bond. Within thirty (30) days after execution of the Agreement, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors, shall submit a Progress Schedule to the School District. Neither the School District nor any Architect will, however, review or approve the substance or sequence of the Progress Schedule, which are the Contractor's sole responsibility. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Contract Schedule to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

10.10 Clean-Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

Upon completion of Work or at the School District's request, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

10.11 **Access.** The Contractor shall provide the School District and any Architect access to the Work wherever located.

10.12 **Royalties and Patents.** The Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights and shall hold the School District and any Architect harmless from loss on account thereof, unless the Contract Documents require a particular design, process or product of a particular manufacturer or manufacturers.

10.13 **Indemnification.** Subject to the following conditions, the Contractor shall defend, indemnify, and hold harmless the School District, any Architect and their respective agents, employees, consultants, successors and assigns ("Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from the performance of the Work or any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor"). The Contractor will fully indemnify the Indemnified Parties for the sole negligence of the Indemnitor. The Contractor will indemnify the Indemnified Parties for the concurrent negligence of the Indemnitor to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the School District as a party to any mediation, arbitration or litigation with third parties in which the School District alleges indemnification or contribution from an Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s). To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect. In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the School District, the Architect and their consultants only under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE SCHOOL DISTRICT PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

10.14 **Prevailing Wages.**

(a) Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries, ESAC Division, PO Box 44540,

Olympia WA 98504-4540. The schedule of the prevailing wage rates for the locality or localities where this Work will be performed is attached and made a part of this Agreement by reference as though fully set forth herein. The contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. The Industrial Statistician will answer questions relating to prevailing wage data upon request.

(b) Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, whose decision therein shall be final and conclusive and binding on all parties involved in the dispute.

(c) The Contractor shall defend, indemnify and hold the School District harmless, including attorneys' fees, from any violation or alleged violation of RCW 39.12 ("Prevailing Wages on Public Works") or RCW 51 ("Industrial Insurance"), including without limitation RCW 51.12.050, by the Contractor or any Subcontractor of any tier.

10.15 The Contractor shall comply with all applicable provisions of RCW 49.28 ("Hours of Labor").

10.16 Pursuant to RCW 49.70 and WAC 296-62-054 et seq., the Contractor shall provide the School District 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 or any Subcontractor 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 regulations.

10.17 The Contractor shall maintain and preserve for at least six years from the date of final payment books, ledgers, records, documents, estimates, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. Within seven (7) days of the School District's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the School District or its representatives. These requirements shall be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Works.

10.18 If applicable, the Contractor shall comply with the apprentice utilization requirement of RCW 39.04.320, as may hereafter be amended, and as such requirement may be adjusted by the School District for this Project pursuant to RCW 39.04.320(2).

ARTICLE XI SUBCONTRACTORS

11.1 A “Subcontractor” is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A “Subcontractor of any tier” includes Subcontractors as well as all direct and lower level sub-contractors and suppliers.

11.2 As soon as practicable and no later than ten (10) days after award of the Agreement, the Contractor shall confirm in writing to the School District the names of the Subcontractors for each portion of the Work. The Contractor shall not contract with any Subcontractor to whom the School District has made reasonable and timely objection or different from the one listed in conjunction with the bid. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents to the extent of the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the School District, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

11.3 The Contractor shall promptly pay all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to the School District such releases of claims and other documents as the School District may request from time to time to evidence such payment. The School District may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall indemnify and hold harmless the School District from any liens, including all expenses and attorneys’ fees.

ARTICLE XII

CONSTRUCTION BY SCHOOL DISTRICT OR BY SEPARATE CONTRACTORS

12.1 The School District reserves the right to perform construction or operations related to the Project with the School District’s own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to those of the Contract Documents.

12.2 The Contractor shall afford the School District and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations as required by the Contract Documents.

ARTICLE XIII

CHANGES IN THE WORK

13.1 The School District, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications (“Changes”), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, the Contract Sum and/or the Contract Time shall be authorized only by written Change Order signed

by the School District, the Architect (if any) and the Contractor or by written Construction Change Directive signed by the School District and the Architect (if any).

(a) Change Orders. A Change Order is a written instrument signed by the School District and the Contractor stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract Time, if any.

(b) Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the School District and any Architect that directs a change in the Work and states a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. It shall be used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the School District in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

13.2 If the parties cannot agree on the cost or credit to the School District from a Change in the Work, the Contractor shall keep and present, in such form as the School District may prescribe, an itemized accounting together with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the following:

(a) Direct labor costs: Current W.D.O.L. & I. prevailing hourly wage for the laborers, journeymen, and foremen performing and/or directly supervising the Changed Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the School District. The hourly cost shall be based upon basic wages and mandatory fringe benefits and worker's insurances.

(b) Direct material costs: An itemization of the quantity of materials necessary to perform the Change in the Work and the net cost therefor.

(c) Construction equipment usage costs: An itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the Change in the Work at the Site times the lower of the actual rental receipt or applicable current state, NECA, Data Quest, or MCA rental cost. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the Change in the Work. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

(d) Cost of any change in insurance or bond premium. Upon request, the Contractor shall provide the School District with supporting documentation.

(e) Subcontractor costs: Payments the Contractor makes to Subcontractors for Changed Work performed by Subcontractors of any tier. The cost of Work for Subcontractors of any tier shall be determined in the same manner as prescribed in this Section 13.2.

(f) Fee: The allowance for all combined overhead and profit, including impact costs of any kind, added to the total cost to the School District of any Change Order or any claim for additional work or extra payment of any kind on this Project shall be strictly limited to the following schedule:

(i) For the Contractor, for any materials or work performed by the Contractor's own forces, 12% of the cost.

(ii) For the Contractor, for materials or work performed by its Subcontractor, 8% of the amount due the Subcontractor.

(iii) For each Subcontractor (including lower tier subcontractor involved), for any materials or work performed by its own forces, 12% of the cost.

(iv) For each Subcontractor, for materials or work performed by its subcontractors of any lower tier, 5% of the amount due the sub-subcontractor.

(v) The cost to which the Fee is to be applied shall be determined in accordance with Section 13.2(a)-(e).

13.3 Dispute Resolution. All claims, disputes and other matters in question by the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims"), except Claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure. The Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, including any litigation proceedings, unless the parties mutually agree in writing otherwise.

(a) Notice of Claim. The Contractor shall submit notice of all Claims to the School District in writing within fourteen (14) days of the event giving rise to them and shall include a clear description of the event and its probable effect. Failure to comply with these requirements shall constitute waiver of the Claim.

(b) Claim Submission. Within thirty (30) days of the event giving rise to the Claim, the Contractor shall provide the School District in writing with a Claim, which shall include a clear description of the Claim, all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and Subcontractors of any tier are entitled, and data supporting the Claim. The claim of a Subcontractor may be brought only through the Contractor and only after the Contractor notifies the School District in writing that the Contractor has reviewed the Claim. No act, omission, or knowledge, actual or constructive, of the School District shall in any way be deemed to be a waiver of the requirement for a timely written Claim unless the School District provides the Contractor with an explicit, unequivocal written waiver.

(c) Informal Resolution. The School District will make a determination of the Claim. If the Contractor disagrees with the School District's determination and wishes to pursue the Claim further, the Contractor must, within fourteen (14) days of receipt of the

determination, provide the School District with a written request that a representative of the Contractor and the School District meet, confer, and attempt to resolve the claim. This meeting will then take place at mutually convenient time within fourteen (14) days of the request.

(d) Mediation. The Contractor may bring no Claim against the School District unless the Claim is first subject to non-binding mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). This requirement cannot be waived except by an explicit written waiver signed by the School District and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to the School District within thirty (30) days of the meeting undertaken in Section 13.3(c). If the parties are unable to agree to a mediator within thirty (30) days after the School District's receipt of the written request for mediation, either party may submit a request for mediation to the AAA. An officer of the Contractor and the Superintendent or designee of the School District, both having full authority to settle the Claim, must attend the mediation session. To the extent there are other parties in interest, such as Subcontractors, their representatives, with full authority to settle the Claim, shall also attend the mediation session. Unless the School District and Contractor mutually agree in writing otherwise, all unresolved Claims in the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by School District.

(e) Litigation. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the dispute resolution procedures of Sections 13.3(a) through 13.3(d) above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion designated in writing by School District or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by School District and the Contractor. The pendency of mediation shall toll these filing requirements.

(f) Notice. The parties stipulate that the Contractor's failure timely to submit required notices or timely submit Claims has a substantial impact upon and prejudices the School District, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that the School District is prejudiced by the Contractor's failure timely to submit notices or Claims as required by the Contract Documents.

13.4 Claims for Concealed or Unknown Conditions. If conditions unknown to the Contractor are encountered at the site which are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the School District promptly before conditions are disturbed and in no event later than seven (7) days after the first observance on the

conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedure in Section 13.3.

ARTICLE XIV TIME

14.1 Within ten (10) days of executing the Agreement, the Contractor shall deliver any required bond to the School District; no Progress Payments shall be due until the bond is delivered.

14.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the School District may determine. The Contractor (including Subcontractors) shall be entitled to damages for delay, the total limited to the liquidated rate of Section 2.3, only where the School District's own actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

14.3 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE SCHOOL DISTRICT. The School District will incur serious and substantial special, incidental and consequential damages if Substantial Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages. Consequently, the Agreement includes provisions for liquidated damages. The School District's right to liquidated damages is not affected by partial completion, Substantial Completion, occupancy, or beneficial occupancy.

ARTICLE XV PAYMENTS AND COMPLETION

15.1 **Progress Payments.** Payments shall be made as provided in Article 4 of this Agreement. If Progress payments are specified, they will be made monthly for Work duly approved and performed during the calendar month preceding the application according to the following procedure.

(a) Draft Application. Within the first ten (10) days of each month, the Contractor shall submit to the School District a report on the current status of the Work as compared to the Progress Schedule and a draft itemized application for payment for Work performed during the prior calendar month. This shall not constitute a payment request. The Contractor, the School District and the Architect (if any) shall meet within the next ten (10) days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The School District may request the Contractor to provide data substantiating the Contractor's right to payment, such as

copies of requisitions or invoices from Subcontractors. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

(b) Payment Request. Within five (5) days after the Contractor and the School District have met and conferred regarding the draft application, and the Contractor has furnished all data requested, the Contractor may submit a payment request in the agreed-upon amount, in the form of a notarized, itemized Application for Payment for Work performed during the prior calendar month on a form supplied or approved by School District. Among other things, the Application shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent to pay prevailing wages on file with the School District and that all payments due Subcontractors from School District's prior payments have been made. **THE SUBMISSIONS OF THIS APPLICATION CONSTITUTES A CERTIFICATION THAT THE CONTRACT IS CURRENT ON THE PROGRESS SCHEDULE**, unless otherwise noted on the application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, within the same five-day time period, submit to the School District a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

(c) Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the School District written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

15.2 Prevailing Wages. Pursuant to RCW 39.12, the Contractor will not receive any payment until the Contractor and all Subcontractors have submitted a "Statement of Intent to Pay Prevailing Wage" to the School District. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the School District. The Contractor and the respective Subcontractors shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

15.3 Withheld Payments. Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5)

damage to the School District or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, (7) failure to carry out the Work in accordance with the Contract Documents, or (8) liquidated damages. When the School District intends to withhold all or part of a payment for unsatisfactory performance, the School District will provide the Contractor, within eight (8) working days after the School District's receipt of the Application for Payment, written notification of the reasons that all or part of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

15.4 **Substantial Completion.**

(a) When the Contractor believes that the Work is Substantially Complete, it shall notify the School District in writing. When the School District agrees, it will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the School District can fully utilize the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable or if utilities affected by the Work are not connected and operating normally. The fact that the School District may use or occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any liquidated damages due the School District.

(b) Immediately before partial or complete occupancy, the School District will schedule an inspection tour of the area to be occupied. A representative of the School District, Architect (if any) and Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum, notwithstanding their not being recorded during the inspection tour.

15.5 **Final Payment.** Pursuant to RCW 60.28, completion of the Contract Work shall occur after the Contractor has been notified that the Work has been concluded and submits the items listed below to the School District, any required occupancy permit has been issued and the School District Board formally accepts the Project ("Final Acceptance"). Final Payment shall not become due until after Final Acceptance and the following has been completed:

- (a) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the School District or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied,
- (b) consent of surety to final payment,
- (c) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or

allowed to expire until at least thirty (30) days' prior written notice has been given to the School District,

(d) a written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents,

(e) other data establishing payment or satisfaction of or protection (satisfactory to the School District) against all obligations, such as receipts, releases and waivers of liens arising out of the Agreement, satisfactorily demonstrating to the School District that the claims of Subcontractors and laborers who have filed claims have been paid,

(f) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with fees paid by the Contractor or Subcontractor,

(g) a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project (including, without limitation, city/county building departments, health districts and utility districts; attach a copy of each of these closed or signed-off permits),

(h) all warranties, guarantees, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents,

(i) a hard copy of the "record" drawings and specifications, delivered in a clear, clean and legible condition,

(j) certification from the Washington State Department of Revenue that all taxes, increases and penalties due from the Contractor, and all taxes due and to become due with respect to the Work, have been paid in full or are readily collectible without recourse to the state's lien on the contract retainage, and

(k) evidence that the Contractor and all Subcontractors of any tier have fully satisfied any obligation to make industrial insurance premiums related to the Work and required under RCW 51.12.050 and/or RCW 51.12.070.

If any Subcontractor of any tier refuses to furnish a release or waiver required by the School District, the School District may retain in the fund, account, or escrow funds such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the School District all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment shall be made pursuant to RCW 60.28 after the Contractor has completed the steps in this Section 15.5 and has properly submitted certificates from the Department of Revenue, the Department of Labor and Industries and, pursuant to RCW 50.24, a certificate from

the Department of Employment Security.

15.6 **Waivers.**

(a) Final Payment by School District. The making of final payment shall constitute a waiver of claims by the School District except those arising from (1) claims or encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents or law.

(b) Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled on the final Application for Payment.

(c) Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. If the Contractor adds a reservation of rights that has not been initialed by the School District, all the amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initialed by the School District.

15.7 **Retainage.**

(a) Single Payment. If a single payment, rather than progress payments, is to be made to the Contractor, there will be no retainage withheld except as set forth in Section 15.5.

(b) Progress Payments. If progress payments are to be made to the Contractor:

(i) Pursuant to RCW 60.28, the School District will reserve 5% from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Agreement and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from the Contractor. Retained moneys will be released to the Contractor only upon satisfaction of Section 15.5.

(ii) The moneys reserved may, at the option of the Contractor, be (1) retained in a fund by the School District until forty-five (45) days following Final Acceptance; or (2) deposited by the School District in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until forty-five (45) days following Final Acceptance, with interest to the Contractor; or (3) placed in escrow with a bank or trust company until forty-five (45) days following the Final Acceptance, by the School District's joint check to the bank or trust company and the Contractor, to be converted into bonds and securities chosen by the Contractor, approved by the School District, and held

in escrow, with interest on the bonds and securities paid to the Contractor as it accrues.

(iii) If moneys are retained from the Contractor, it may retain payment of not more than 5% from the moneys earned by any Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds.

15.8 **Warranty of Title.** The Contractor warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the School District no later than the time of payment free and clear of liens.

ARTICLE XVI PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be solely responsible for, and neither the School District nor any Architect shall have responsibility for, all aspects of safety, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto.

16.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the School District or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 10.13.

16.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB").

16.4 The Contractor shall bear the risk of any loss, damage or destruction of its own property, including without limitation its own property, including without limitation its tools, trailers and equipment, whether rented or owned, to the extent that they will not be incorporated in the Work. Any insurance provided by the School District will not cover any such loss, damage or destruction.

ARTICLE XVII INSURANCE AND BONDS

17.1 **Contractor's Liability Insurance.**

(a) As also set forth in Article 6 of the Agreement, the Contractor shall purchase from and maintain during the life of this Agreement, at its own cost an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on Contractor's operations, including Subcontractors of any tier; owned, non-owned and hired vehicles; on work sublet to others; and on the indemnity provisions of this Agreement. This insurance will name the School District and its employees as additional insureds per Additional Insured Owner's (Form B) for Work performed under this Agreement; the Contractor's policy shall be primary, and any School District policies excess. The limits of liability insurance shall have per-project general aggregate provisions and not be less than the amounts specified in Article 6 above.

(b) Before commencing the Work or exposure to loss can occur, and, in any event, within seven (7) days after the School District has issued its "Notice of Intent to Award Contract," the Contractor shall furnish the School District with Certificates of Insurance, in duplicate, as evidence of all insurance required by the Contract Documents. All policies and certificates must be signed copies and shall contain provision that coverages afforded under the policies cannot be materially altered, allowed to expire or canceled without first giving forty-five (45) days written notice by certified mail to the School District. The Contractor shall furnish to the School District copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits.

(c) Coverage shall be maintain without interruption from the date of commencement of the work until the date of Final Acceptance, except for any coverage required to be maintained after Final Acceptance. Completed operations coverage shall remain in force for three years after Final Acceptance.

(d) If the School District is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify the School District, than the Contractor shall bear all costs properly attributable thereto. THE SCHOOL DISTRICT MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE. Failure to withhold payment shall not constitute a waiver of the Contractor's obligation to have insurance.

(e) The School District's specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

17.2 Property Insurance.

(a) The requirements for property insurance are addressed in Article 6 above.

17.3 Payment and Performance Bond.

(a) The requirements, if any, for payment and performance bonding are addressed in Article 6 above.

ARTICLE XVIII CORRECTION OF WORK

18.1 The Contractor shall promptly and within at least fourteen (14) days of notice from the School District correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of one year from the date of Substantial Completion of the Agreement or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors of any tier as well as to Work done by direct employees of the Contractor.

18.2 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the School District, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

18.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE XIX MISCELLANEOUS PROVISIONS

19.1 **Applicable Law; Disputes.** The Agreement shall be governed by the internal law of the State of Washington without regard to its choice-of-law provisions. Venue for any lawsuit seeking enforcement of or arising out of this Agreement shall be in the Superior Court for the county where the School District property for the Project is located. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs.

19.2 **Statutes.** The Contractor shall abide by the provisions of all applicable Washington statutes whether or not listed in this Agreement; the statutes referenced in the Contract Documents are not meant to be a complete list and should not be relied upon as such.

19.3 **Contractor Registration.** Pursuant to RCW 39.06, the Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

19.4 **Law Against Discrimination.** Contractor should comply with pertinent statutory provisions relating to public works of RCW 49.60.

19.5 **Provisions for Aged and Handicapped Persons.** Contractor should comply with pertinent statutory provisions relating to public works of RCW 70.92.

19.6 **Safety Standards.** Contractor should comply with pertinent provisions of RCW 49.17 and Chapter 296-155 WAC, "Safety Standards for Construction Work." The Contractor shall be responsible for labor peace on the Project and shall at all times use its best efforts and exercise its best judgment as an experienced contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Firearms are not allowed on any school property.

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

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

19.9 **Tobacco-Free Environment.** 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 pursuant to RCW 28A.210.310.

19.10 **Asbestos Removal.** To the extent this Project involves asbestos removal, the Contractor shall comply with RCW 49.26 and any provisions of the Washington Administrative Code promulgated thereunder.

19.11 **Record Check.** Any employees of the Contractor and Subcontractors who will have regularly scheduled unsupervised access to children shall be subject to a record check through the Washington state patrol criminal identification system under RCW 43.43.830 through 834, RCW 10.97.030, and RCW 10.97.050 and through the Federal Bureau of Investigation before the Contractor permits them to have such access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. When necessary, applicants may be employed on a conditional basis pending completion of the investigation. If the applicant has had a record check within the previous two years, the School District or the Contractor may waive the requirement. The School District, pursuant to RCW 41.59 and RCW 41.56, shall pay costs associated with the record check as part of the Contract Sum.

ARTICLE XX TERMINATION OF THE CONTRACT

20.1 **Termination for Cause by Contractor.** If the School District fails to make payment for a period of sixty (60) days through no fault of the Contractor, the Contractor may, upon seven (7) additional days' written notice to the School District ("Cure Period"), terminate the Agreement, if the School District has not cured within the Cure Period, and upon

said termination recover from the School District payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including Fees applicable thereto.

20.2 Termination for Cause by School District. The School District may, upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the School District) the whole or any portion of the Work for cause, including the following circumstances:

- (a) the Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;
- (b) the Contractor is in material default of or materially breaches any provisions of this Agreement;
- (c) the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- (d) the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
- (e) the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- (f) the Contractor materially disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- (g) the Contractor fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Section 10.4.

20.3 Termination for Convenience by School District. The School District may, at any time upon ten (10) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the School District) the whole or any portion of the Work for the convenience of the School District. The School District shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with the following plus ten percent of the actual costs recovered under this Section.

- (a) The amount due under Articles 4 and 14 of this Agreement for the performance of the Work terminated;
- (b) Other pre-approved costs, consistent with Section 13.2, necessary and reasonable incurred in connection with the termination of Work.

The total sum to be paid to the Contractor under this Section 20.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

20.4 Effects of Termination.

(a) Unless the School District directs otherwise, after receipt of a Notice of Termination from the School District pursuant to Section 20.2 or 20.3, the Contractor shall promptly:

(i) stop Work under the Agreement on the date and as specified in the Notice of Termination;

(ii) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;

(iii) procure cancellation of all orders and subcontracts, upon terms acceptable to the School District, to the extent that they relate to the performance of Work terminated;

(iv) assign to the School District all of the right, title and interest of the Contractor under all orders and subcontracts, in which case the School District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(v) with the School District's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the School District;

(vi) transfer title and deliver to the entity or entities designated by the School District the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

(vii) use its best efforts to sell any property of the types referred to in Section 20.4(a)(vi). The Contractor may acquire any such property under the conditions prescribed by and at a price or prices approved by the School District, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the School District to the Contractor;

(viii) take such action as may be necessary or as directed by the School District to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the School District has an interest; and

(ix) continue performance only to the extent not terminated.

Upon expiration or termination of this Agreement for any reason, the School District is

entitled to receive all plans, specifications, reports, and other materials related to the Work in the Contractor's possession or control, in electronic format or hard copies, as specified by the School District, all of which shall be the exclusive property of the School District to use at its discretion solely for the completion, alteration, modification, maintenance, or any other use related to the Project, or any other project.

(b) In arriving at any amount due the Contractor after termination, the following deductions shall be made:

(i) all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Agreement;

(ii) any claim which the School District may have against the Contractor;

(iii) an amount necessary to protect the School District against outstanding or potential liens or claims; and

(iv) the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Section 20.4(a)(vii), and not otherwise recovered by or credited to the School District.

(c) If (and only if) the termination pursuant to Section 20.3 is partial, the Contractor may file a claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement. The Contractor must assert any claim for an equitable adjustment under this Section within sixty (60) days from the effective date of the Termination.

(d) The Contractor shall refund to the School District any amounts the School District paid to the Contractor in excess of costs reimbursable under Section 20.3.

(e) The damages and relief from termination by the School District specifically provided in Article 20 shall be the Contractor's sole entitlement in the event of termination.