Request for Proposals
RFP # A23-2716-JA
Unified Communications as a Service (UCaaS) Solution

RFP ISSUE DATE: August 22, 2022

PROPOSAL RECEIVING DATE: 2:00 P.M., local time on Friday, October 21, 2022

Saint Paul Public Schools

Purchasing & Contract Services

360 Colborne Street
St. Paul, MN 55102
Phone#: 651-767-8290

1.0 PROPOSAL SCHEDULE:

RFP Available to Respondents	August 22, 2022
Deadline for RFP Questions (via Getall)	September 06, 2022 2pm local time
Responses to RFP Questions (via Addendum)	September 9, 2022
Proposal Due Date	**October 21, 2022 2pm local time**

TABLE OF CONTENTS

SECTION		PAGE
1.0	Introduction	4
2.0	Terms and Conditions	5
3.0	Vendor Qualifications	9
3.1	Vendor Background	10
3.2	Manufacturer Affiliation	10
3.3	References	10
4.0	RFP Preparation	10
4.0	RFP Document	11
4.1	SECTION 1 Variances to RFP	12
4.2	SECTION 2 Alternates	12
4.3	SECTION 3 Pricing	12
4.4	SECTION 4 System Descriptions, Information and Brochures	12
4.5	SECTION 5 Respondent Qualifications	12
4.6	SECTION 6 Agreements	12
5.0	Technical Specifications	12
6.0	Training	13
7.0	Installation,	13
7.1	Testing and Acceptance	14
8.0	Warranty, Maintenance and Support	16
9.0	Pricing	17
10.0	SPPS Contract Form	20

11.0 Attachment: Appendix A - SPPS UCaaS Technical Response

12.0 Attachment: St. Paul Public Schools required Documents (included as part of this RFP, documents located at http://vendor.spps.org)

Appendix B SPPS Bandwidth Specs
Appendix C: SPPS Sites in Scope
Appendix D: SPPS CUCM Overview
Appendix E: Pricing Sheet
Appendix F: Optional Services Sheet

1.0 INTRODUCTION

ISD# 625 - St. Paul Public Schools (SPPS) is soliciting responses for a Unified Communications as a Service (UCaaS) solution to replace the current VoIP phone system. Separate Request for Proposal (RFP) sheets are provided for the various services and/or equipment groupings. Vendors may submit any or all RFP FORMS. Throughout this RFP, "St. Paul Public Schools", “District” or SPPS will be used to refer to St. Paul Public Schools and respondents submitting a response will be referred to as “Respondents”, "Bidders" or "Vendors"

With approximately 35,000 Pre-K-12 students and over 5,500 staff, SPPS is the second-largest and most diverse school district in Minnesota, with students who speak more than 125 languages and 70% who are eligible for free or reduced-price lunch. Additional information about SPPS can be found at http://www.spps.org.

The District needs to replace the current phone system in order to provide improved voice services for mobile users, while also removing the complexity of managing voice and voice-related services for over 5,500 staff and over 6,000 VoIP phones. Some voice services in scope include texting, Voice to text transcription, push to talk, phone management, whereas hardware included involves phones and related accessories.

The District is planning to introduce a UCaaS solution, which will benefit our employees, as well as our families and community partners. Appropriate licensing and support contracts will also need to be purchased. Installation and configuration will be required.

The successful vendor(s) must be the sole responsible party throughout the delivery, installation, training, warranty, and maintenance periods. Any subcontractor utilized by the vendor must be identified in the response with the areas of responsibility clearly defined. A change of subcontractors throughout the installation, warranty or maintenance periods requires the prior written approval of SPPS. The successful vendor will have ultimate responsibility for all subcontractors utilized for installations. The selected vendor must provide a project manager as a single point of contact for SPPS throughout the planning and implementation of the project.

- **SPPS RFP Project Manager**

The primary point of contact for the proposal is:

Jamie Atkins / Purchasing Manager
Saint Paul Public Schools
Purchasing & Contract Services
360 Colborne Street
St Paul, MN 55102
Email: jamie.atkins@spps.org
Office: 651-767-8289

- **RFP QUESTIONS**

All questions about this RFP shall be directed in writing to the SPPS RFP Project Manager previously noted in this document. Questions must be submitted in the Getall system. The SPPS RFP Project Manager shall have the right to share all questions and responses with all Vendors interested in offering proposals on the project. Questions must be submitted no later than 9/6/22, at 2:00 pm local time. Answers to all questions will be in the form of addenda posted no later than 3 working days following the question due date. Answers will be available to all potential vendors prior to the proposal due date for review and consideration. It is the responsibility of all potential vendors to ensure they review all addenda posted prior to submitting a proposal.

Only written responses to questions will become part of the RFP. All questions must be submitted in the District's Getall system prior to the published deadline to be considered for response. Email, phone, fax or mail questions will not be responded to. Oral response to questions will not be deemed as substantial and will not constitute an Addendum or modification to the RFP. All questions and responses will made available as an addendum on the Respondents section of the SPPS website.

- **PROPOSAL SUBMISSION**

Electronic submissions must be performed in the Getall system. All electronic proposals must be fully submitted prior to 10/21/2022, 2:00 pm local time in accordance with the schedule as noted. It is the sole responsibility of the vendor to ensure delivery of proposals by the deadline. It is not the responsibility of SPPS to ensure delivery, internal or external, to the Purchasing & Contract Services department. Telephone amendments, e-mailed, hard-copy, or faxed Proposals will not be accepted at any time.

The cost section of the response must be in the form of a Microsoft Excel file. Failure to comply will result in the response being rejected.

All requests to withdraw a response must be made in writing at the address listed above. SPPS reserves the right to reject any and all responses and to waive informalities and irregularities in the process.

Any vendor intending to respond to this RFP must follow the instructions in this RFP. The Respondent is responsible for meeting the specifications identified in the RFP. Errors in parts and material configuration or in cost computation are the Respondent's responsibility. In the event of cost conflict within a response, SPPS will take the lower cost number.

2.0 TERMS AND CONDITIONS

2.0.1 Contractual Conditions. The following contractual conditions, in addition to SPPS Specifications (prefix), system requirements, installation terms, and Respondent responses shall be included in the contract entered by SPPS and the successful Respondent.

2.0.1.2 Laws of Minnesota and Effective Date: The contract between SPPS and the successful Respondent shall be governed by the laws of the State of Minnesota. The contract shall be effective on the date it is approved and signed by SPPS.

2.0.1.3 Risk of Loss or Damage: SPPS shall be relieved from all risks of loss or damage to any systems, equipment, components, and materials during periods of transportation, installation, and during the entire time it is in possession of the successful Respondent and until such time as unencumbered title for the system is vested in SPPS and it is in the exclusive possession of SPPS.

Should a system be unavailable or equipment and components and materials be lost or damaged, under such circumstances, SPPS is relieved from the risk of loss or damage. The successful Respondent shall immediately repair or replace the items at no cost to SPPS.

2.0.1.4 Successful Respondent's Liability: The successful Respondent shall be liable for damages resulting from injury to a person and/or damage to the

property of SPPS, employees of SPPS, or persons designated by SPPS for any purpose, prior to or after acceptance, delivery, installation, and use of equipment either at the successful Respondent's site or at SPPS, provided that the injury or damage was caused by the fault or negligence of the Respondent.

The Respondent agrees to at all times to protect, defend, indemnify, and save SPPS from any and all claims and damages of every kind and nature made, rendered or incurred by or on behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the said Respondent, his employees, subcontractors, and the like, in the performance of this agreement.

2.0.1.5 Assignment of Interest: The successful Respondent shall not assign any part of its interest in this agreement without prior written consent of SPPS.

2.0.1.6 Permits: The successful Respondent shall be responsible for any and all permits required.

2.0.2 Date of Acceptance. The contract will be considered complete under the following conditions:

a. All of the work has been completed in accordance with the contract and specifications
b. The system operates in conformance with manufacturer's published specifications
c. Completion of 30 consecutive days of operation without major system failure.

The Respondent shall certify in writing to SPPS Project Manager when the system is installed, operational in accordance with the specifications stated above, and ready for use. SPPS will perform a visual check of the installation, with acceptance deferred till as stated above. At that time upon SPPS written acceptance, operations control becomes the responsibility of SPPS. This constitutes Date of Acceptance.

Should the manufacturer no longer produce or distribute services, equipment or components and materials as proposed, the Respondent must obtain prior approval from SPPS, in writing, within 90 days for all substitutions. It will be at the option of SPPS at this time to terminate services of the contract and/or purchase remaining components.

2.0.3 USE OF BRAND NAMES: Brand names and model numbers are offered as a reference for Entities as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the discretion of SPPS.

2.0.4 PRODUCT OFFERED BY THE ENTITY: The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the Contract, the Vendor shall offer to SPPS is a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.

2.0.5 Installation. Prior to installation, approval of architecture and installation plan shall be obtained from SPPS.

2.0.6 Contract. SPPS reserves the right to accept or reject any or all responses and waive formalities or irregularities in the process. A response once submitted shall be deemed final and binding on the respondent and shall constitute an option with SPPS to enter into a contract upon the terms set forth in the response. The contract must be in compliance with SPPS specifications and industry best practices. A sample SPPS contract intent for Respondent's review is included in Section 12.

2.0.7 Incurring Costs. SPPS is not liable for any costs incurred with replying to this RFP.

2.0.8 Independent Contractors. The Respondent and all his employees shall not be considered employees of SPPS while engaged in the performance of any work or services required herein and shall be Independent Contractors. Any and all claims that may arise under the Workers Compensation Act of Minnesota on behalf of said employees, and any and all claims made by any third party as a consequence of any act of omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of SPPS.

2.0.9 Other Required Contract Terms. The following other contract terms shall apply.

2.0.10.1 Hazard Communication Program: Prior to execution of an agreement, the Respondent shall provide the Health and Safety Supervisor with a copy of its Written Hazard Communication Program as required by OSHA Standard 29 CFR 1200(e) through (g) for all hazardous materials/cabling components and materials used. At a minimum, this shall include Material Safety Data Sheets (MSDS) and warning labels affixed to hazardous substance containers used by the Respondent.

2.0.10.2 Indemnifications: Any and all claims that arise or may arise against the Respondent or its agents, servants, or employees as a consequence of any act or omission on the part of the Respondent or its agents, servants, or employees while engaged in the performance of this contract shall in no way be the obligation or responsibility of SPPS. The Respondent shall indemnify, hold harmless, and defend SPPS against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that SPPS, any subcontractors and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Respondent or its agents, servants, or employees, in execution, performance, or failure to adequately perform the Respondent's obligations pursuant to this contract.

SPPS shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

2.0.10.3 Default:

a. Force Majeure: Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure:

* Fire
* Flood
* Epidemic
* Strikes
* Wars
* Acts of God
* Unusually severe weather
* Acts of public authorities
* Delays or defaults caused by public carriers

Provided the defaulting party gives notice as soon as possible to the other party regarding the inability to perform.

b. Inability to Perform: The Respondent shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the service purchased by SPPS. The Respondent shall immediately notify SPPS in writing whenever it is unable to, or reasonably believes it is going to be unable to, provide the agreed-upon quality and quantity of services. Upon such notification, SPPS shall determine whether such inability requires a modification or cancellation of the contract.

c. Duties to Mitigate: Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to remedy hereunder.

2.0.10.4 Access to Records/Audit: Respondent's books, records, documents, and accounting procedures and practices relevant to the contract are subject to examination by SPPS and either the Legislative or State Auditor, as authorized by Minnesota Statute 16B.06, sub d. 4. Such data are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The Respondent agrees to maintain such data for a period of 10 years from the date services or payment was last provided or made, as required by E-Rate guidelines, or longer if any audit in progress requires a longer retention period.

2.0.10.5 Safety: The Respondent will comply with all State and Federal laws as they relate to employee safety, i.e., AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, Look-Out Tag-Out, etc.

2.0.10.6 On September 3, 2021, the Board of Education passed a resolution requiring all SPPS staff members to be fully vaccinated OR receive weekly testing for COVID-19. Given the duration of the proposed engagement, the successful Vendor will be required to similarly comply with this resolution. These records will be subject to the record retention requirement and made available to

SPPS upon request. The Vendor should take any necessary steps to ensure these records can be released to SPPS for any individuals performing on-site services.

2.0.10.7 Tobacco: No person may smoke or use a tobacco product in any building or upon any grounds owned or leased and occupied by SPPS, or in any location or facility during any school or District-sponsored educational program, activity, or event, regardless of the location of such activity or event.

The term "smoke" shall include smoking a cigarette, cigar, or pipe, or carrying a lighted cigarette, cigar, or pipe. The term “use a tobacco product” shall include chewing of tobacco or snuff or the consumption of any other tobacco product.

2.0.10.8 Use of SPPS Facilities: Means of ingress or egress in buildings or offices shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from SPPS. The Respondent shall phase the work to ensure minimal disruption to the buildings’ operations. Work involving significant amounts of noise, construction debris, etc., shall be performed while school is not in progress (8:00 a.m. to 4:00 p.m., Monday through Friday). Care shall be taken as summer programs do exist. The Respondent is to notify the principal of each site if interruptions are to occur.

The Respondent's materials, tools, supplies, or debris shall not be stored or allowed to accumulate in occupied areas (corridors, classrooms, office areas, etc.). SPPS assumes no liability or responsibility whatsoever for any damage, destruction, theft, or other acts that may occur to the Respondent’s materials as a result of Respondent negligence.

The Respondent must propose to SPPS a definite schedule so SPPS can arrange for appropriate staffing. Any changes to the schedule must be approved by SPPS and submitted by the Respondent no less than 48 hours before the anticipated change.

2.0.10.9 Cleanup: The Respondent shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract before final inspection. Surplus materials and all equipment shall be promptly removed from the site upon completion of the work. In case of undue delay or dispute, SPPS may remove rubbish, materials, and cabling components, and charge the cost to the Respondent, with such action permissible by SPPS 24 hours after a written notice has been transmitted to the Respondent.

Prior to final acceptance, the Respondent shall restore all areas affected by the work to their original state of cleanliness and repair all damage done to the premises, including the grounds, by the Respondent’s workmen and equipment.

3.0 VENDOR QUALIFICATIONS

Vendors responding to the RFP must have the following minimum qualifications:

a. The vendor proposing installation must have a minimum of two years of installation experience in similar quoted systems.

b. The vendor must have proposed systems of similar size, configuration and complexity in at least (3) three prior engagements.
c. Must be licensed to do business in the State of Minnesota.

3.1 VENDOR BACKGROUND

A. A contract to provide the quoted systems will only be entered with a qualified and experienced Respondent as determined by SPPS.

B. All Respondent technicians must be factory certified for the quoted system that they are to install and/or maintain.

C. The Respondent must be a company that has installed similar Systems for at least two years.

3.2 MANUFACTURER AFFILIATION

A. Respondent must either be the manufacturer of the quoted system or a factory authorized distributor/contractor/dealer.

B. If SPPS requires maintenance services for the Quoted equipment, the Respondent must be authorized by the manufacturer to service and support the products quoted.

3.3 REFERENCES

A. Respondents must provide names, addresses, and contacts for at least three (3) of its customers who have the quoted equipment/service installed and operating.

B. Similarly sized K-12 references are preferred, within the prior five (5) years.

C. References should be provided for each Section that is proposed. If the same references are being submitted for multiple Sections, please indicate the applicable Sections on Appendix B – Reference.

D. Equipment/Services must be at least of similar size and features.

E. Include company/organization name and address of installation, description of systems or equipment installed, installation date, and the name and telephone number of the contact person.

4.0 RFP RESPONSE DOCUMENT

A. Responses shall be prepared simply and economically, providing a concise delineation of the Respondents capabilities to satisfy the requirements of the RFP. Completeness and clarity of content should be emphasized. Unnecessarily elaborate bindings, brochures, descriptions, or other presentations are not required.

B. Any expenses for developing the response are entirely the responsibility of the Respondent, and SPPS must not be charged for these expenses in any manner.

C. This RFP, with any subsequent addendum, and the vendors response submitted by the selected Respondent will become part of the contract between SPPS and selected Respondent.

D. Each Respondent must address each item of this RFP, including each subparagraph of this Section, in the format specified in this RFP and in the order in which it appears. If a variance from the specification is not noted, the Respondent agrees that it can meet that specification completely and without reservation.

Section 1 - Variances to RFP
Section 2 - Alternatives and Options
Section 3 - Pricing
Section 4 - System Description, Information, and Brochures
Section 5 - Respondent Qualifications
Section 6 - Maintenance Agreements

4.1 SECTION 1: VARIANCES TO RFP

A. A Statement indicating compliance with the terms, conditions, and specifications contained in Sections 1 through 9 of this RFP must be presented in Section 1 of the Response. If a variance from the specification is not noted, the Respondent agrees that it can meet that specification completely and without reservation.

B. The Response must follow the numbering scheme of the RFP.

C. Variance, means non-compliance or disagreement with any part of the terms, conditions or specifications of a paragraph. Any Variance statement must be noted and fully explained. Specific information for the reason of Variance must be provided and areas of partial compliance or agreement must be explained. Any alternative or suggested alternative, including financial implications of the alternative, must be detailed in Section 2 of the Response as an Alternative. Any suggested options, including financial implications of the option, must be detailed in Section 2as an Option.

4.2 SECTION 2: ALTERNATIVES

Any alternative or suggested alternative, including financial implications of the alternative, must be detailed in this Section. Any suggested options, including financial implications of the option, must be detailed in this Section.

4.3 SECTION 3: PRICING

Respondents must provide all pricing information as specified in Section 9 of this RFP.

4.4 SECTION 4: SYSTEM DESCRIPTIONS, INFORMATION AND BROCHURES

Respondents may include system documentation of the system being quoted to assist SPPS in determining the Respondents' technical compliance with the RFP. This documentation may include technical descriptions, system designs, diagrams, feature information, brochures and other information the Respondent wishes to include.

4.5 SECTION 5: RESPONDENT QUALIFICATIONS

This section of the Response must include information requested in the Qualifications section of this RFP. Each Respondent must include qualifications and references to indicate their ability to successfully complete the installation and support of quoted equipment.

4.6 SECTION 6: AGREEMENTS

Respondents must use the SPPS Equipment Agreement; a copy is included in Section 10. Include a copy of any Respondents Maintenance Contracts in this Section of the Response.

5.0 TECHNICAL SPECIFICATIONS

Technical Specifications are inferred by system version or stated part numbers. Compatible or equivalent product, variances, or alternates must meet or exceed the technical specification of the equipment / product listed. Details for each set of equipment items are on the Section 11 Response FORM attached to this document. Any recommendations or changes to part numbers must be noted on the response FORM and referenced in the variances section. All compatible or equivalent product is submitted in the Alternate section of the response.

Respondents may respond to any and all Section 5 items. Vendor must be in compliance with experience and qualifications to quote and support the systems. SPPS may cancel any response solely at SPPS discretion if SPPS deems it to be in the best interest of SPPS.

Respondents should submit maintenance agreement costs for any product listed or submitted with vendors response.

Respondents should thoroughly acquaint themselves with the current phone system environment, physical aspects of installation rooms, related SPPS facilities, and installation standards and procedures.

6.0 TRAINING

A. Unless no installation services are requested on the RFP FORM, the Respondent shall provide initial training and adequate training aids in the use of the equipment for SPPS technical support personnel. The cost of this initial training must be included in the install price.

B. Training shall be available in synchronous and asynchronous means.

7.0 INSTALLATION, TESTING AND ACCEPTANCE

This Section covers the installation, testing and acceptance if noted as required on the RFP FORM.

A. All system programming, including database programming, required for system control, operation, and reporting shall be provided concurrent with equipment delivery. Full system documentation shall also be provided to SPPS, including user manuals, system description, maintenance manual, etc.

B. Notwithstanding the written certification by the Respondent that the equipment has been installed and ready for use, the equipment shall not be deemed installed within the terms of the contract until such installation is confirmed by SPPS through the successful performance of test procedures.

C. Normal SPPS hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Respondent must make arrangements for access to SPPS facilities outside of these normal working hours, or on days when SPPS offices are closed, by contacting SPPS's designated Tech Services Project Manager. Operations that disrupt service must be performed outside of normal working hours (e.g., on SPPS-observed holidays.

D. Prior to the award of the contract, SPPS must be assured that the Respondent selected has the necessary resources required to successfully perform the contract. These resources include, but are not limited to, such items as the number and skills of Respondent personnel, appropriate equipment and materials in sufficient quantity, and the necessary experience to successfully perform the contract. Respondents shall delineate such resources in their RFP response.

E. At a minimum, the selected Respondent must meet the following requirements during the installation and implementation of the proposed equipment.

1. Observe all applicable safety and security regulations established by statute, industry custom, and SPPS.

2. Promptly correct all defects for which the Respondent is responsible.

3. Make all reasonable efforts to minimize disruption to normal SPPS activities. SPPS reserves the right to determine if the Respondent 's work is causing undue disruption to SPPS's normal business routines, and, if so, arrange with the Respondent alternate times and/or methods for completing the work causing the disruption.

4. The Respondent shall observe all federal, state, and SPPS, rules, and regulations which affect or are related to the work under this contract. The Respondent shall defend and indemnify SPPS against any claim arising from the violation of any law by the Respondent, its agents or employees. Nothing in this RFP or its resulting contract is to be construed to permit work not conforming to applicable laws.

5. Upon completion of the work, the Respondent must remove all tools, equipment and all rubbish and debris from the premises and must leave the premises clean and neat.

7.1 TESTING AND ACCEPTANCE.

A. Respondents will provide SPPS with a complete detailed acceptance test procedure covering the quoted equipment in their response to this RFP. Test procedures must meet manufacturer's standards.

B. Installation Tests
During the installation, the Respondent shall perform all tests necessary to ensure that the portions of the systems being installed are ready for pre-cutover tests. The installation tests shall include, but not be limited to, the following:

1) All services and hardware are available and work on prem and remotely for SPPS users.
2) End user experience matches requirements on Appendix A.
3) Successful inbound/outbound phone calls.
4) 911 Services work.
5) Soft phones work on prem and off prem.
6) Physical phones managed and deployed.
7) Successful texting between SPPS employees, families, community partners.
8) Successful delegation of access to power users to manage services.
9) Voice transcription services successful.
10) Local long distance calls successful.

C. Pre-Cutover Tests
The Respondent shall perform scheduled cutover tests designed to confirm the operation of all components and sub-systems meeting manufacturer's performance specifications. All service features shall be tested and demonstrated. The Respondent shall provide all necessary test equipment and manpower and shall furnish a certified copy of the test procedures, data, and results.

D. Acceptance Tests
After cutover, the Respondent shall conduct acceptance tests consistent with factory system performance specifications to be supplied with the system prior to installation.

1 Performance and reliability tests shall be conducted, demonstrating acceptable performance over a full fourteen (14) day period after cutover.

2 Acceptance of the system shall be granted after all services and equipment has passed the tests set forth by the contract and has been in operation thirty (30) consecutive days without a major failure.

8.0 WARRANTY, MAINTENANCE (If noted on RFP FORM)

8.1 GENERAL SPECIFICATIONS

A. SPPS desires high quality maintenance services, parts, materials, and workmanship so as to sustain peak operating service.

B. The goal of SPPS is prompt resolution of problems, not merely prompt response to calls for service. This RFP specifies response times to service calls as measurements because time limits for problem resolution are difficult to prescribe. The Respondent must strive for resolution of problems as promptly as possible under all conditions.

C. The Respondent must perform preventive maintenance and inspect the systems as necessary. Minimum requirements are to meet the manufacturer's recommended standards.

D. The Respondent must provide full maintenance logistical support, including performance of all tests, system documentation, spare parts inventory, special tools, and test equipment required to promptly and properly perform the work. This support must be available 24 hours a day, 365 days a year from a center staffed by Respondent personnel.

E. During the Warranty and Maintenance Periods, the Respondent shall provide the necessary labor, parts, material, and transportation to maintain all quoted equipment in good working order and in compliance with the equipment manufacturer's specifications.

F. The Respondent shall not be held responsible for repairs or replacements made necessary by misuse, negligence, accident, theft or unexpected loss, abuse, connection to foreign electrical current, fire, water, flood, windstorms, lightning, and any acts of God or public enemy, failure to provide and maintain a suitable operating environment, unauthorized attachments or modification, or improper software changes, wiring, installation, repair or alteration by anyone other than the Respondent. If SPPS requests the Respondent to perform repairs necessitated by

any of the above causes, the Respondent will perform said repairs at the Respondent's then prevailing rates for similar services and material.

G. The Respondent shall provide equipment personnel who have been fully trained and qualified on the equipment to be serviced and/or certified by the equipment manufacturer. SPPS desires that such personnel be directly employed by the Respondent. Respondent must state whether any installation personnel or maintenance technicians that are to be used to perform this contract are employed by subcontractors or other third-party companies. Respondents must provide the number of Respondent employed technicians in the area that are factory-certified to work on the proposed equipment. The Respondent must provide the name and a summary of qualifications of the lead maintenance technicians that will be responsible for maintenance of the system at SPPS Offices. SPPS will hold this information in strict confidence.

H. Remedial maintenance is performed by the Respondent on an unscheduled basis arising from equipment or software failure. The time required for the Respondent to respond to a call for remedial maintenance is known as response time. This time is defined as the time interval between the time a trouble call is made to the Respondent by the appropriate SPPS personnel or by automatic notification from system monitoring equipment and the time qualified maintenance service personnel begin identification of the cause of the trouble and resolution of the problem.

I. If remote diagnostics determines that a major loss of service has occurred and that dispatch to the site of a repair technician is required to correct the problem then the service technician must arrive at the site within two (2) hours of initial notification regardless of the time of day or day of the week when the call is placed.

J. Respondent must provide a telephone number to report service affecting failures that is available 24 hours a day, 365 days a year.

K. The Respondent must, upon receipt of a maintenance call:

- Use best efforts to determine, by data terminal or physical inspection, the origins and solutions to the problem.
- Begin a trouble report showing the time the problem was reported and nature of the problem.
- Dispatch a service technician, if necessary, and proceed diligently to correct any failures.

L. The Respondent must provide quarterly reports of maintenance calls, detailing types of failures, dispatch and response times, total repair times, and a summary of maintenance records for that period.

M. Respondent must state the location of:
Area Service Organization.
24-Hour Remote Maintenance Center.
Warehouse location where spare parts are stored.

N. Respondent must provide, with the Response, a complete escalation plan for maintenance situations that includes names, addresses, titles, and phone numbers of the people to be contacted, in ascending order, in the event of a maintenance crisis. This plan shall also include descriptions of the circumstances and procedures to be used under various maintenance scenarios including, but not

limited to, catastrophic failure, major failures, and major and minor failures that regular maintenance personnel are unable to resolve in a timely manner.

8.2 WARRANTY

A. The Respondent must warrant at a minimum that on the cutover date the quoted equipment shall be in good working order and installed in a workmanlike manner, shall be free of defects, shall be installed and conform to manufacturer's official published specifications, and shall be installed and operate in full compliance with this RFP.

B. The Respondent must warrant at a minimum that the quoted equipment shall be free of all defects in equipment, material and workmanship for a minimum period of one (1) year from the Cutover Date (the Warranty Period).

C. Costs for Warranty service must be included in the quoted price.

D. Maintenance Services during the Warranty Period shall meet all General Specifications as defined in Section 8.1

8.3 MAINTENANCE

A. SPPS at its sole discretion, may elect to self-maintain or contract for maintenance with Respondent.

B. A copy of a maintenance contract to maintain the quoted Systems must be included in the Response. The start date will begin at the first July 1 after the warranty period.

C. Respondent must quote the annual cost of the maintenance contract on the Section 11 Form.

D. State how the maintenance cost is computed (flat rate, cost per module / feature, etc.) and provide a breakdown of cost per component so that the District may evaluate changes to the configuration. Include this information in RFP response Section 6.

9.0 SERVICES/EQUIPMENT/PRICING

Appendix A outlines the equipment and services being requested.

A. The response must include the complete purchase price for the described system or equivalent product, including a minimum one-year Warranty on the equipment and services or 06-Appendix-E_UCaaS-Pricing-Sheet.xlsx.

B. Provide a breakdown of costs by part number / component / feature item on the Pricing Sheet. Unit pricing will be firm for the duration of the contract, pursuant to the terms of the RFP.

The pricing sheet is divided into Sections. Vendors may respond to any or all Section(s). Any Section proposed by a Vendor must be completed in its entirety to be deemed responsive.

C. Unit Costs: Quantities listed are preliminary estimates. Quantities are subject to change further, some equipment listed may not be ordered.

D. Tax Exempt: St. Paul Public Schools is tax exempt. State Tax and Federal Tax Exemption Numbers will be provided to the successful Respondent.

E. Alternative Proposals must include documentation sufficient to determine the equivalency of the proposed products and/or services.

10.0 EVALUATION PROCESS

SPPS will conduct a fair and impartial evaluation of all proposals received in response to this RFP by the proposal due date and time specified.

A. The committee will evaluate each bid submission using the evaluation criteria set forth below. Questions may be submitted to the Bidders to clarify areas in their bid submission. During the evaluation process, the committee may request technical assistance from any source.

B. The Committee will recommend the Bidder whose bid submission offers the most cost-effective service offering.

11.0 EVALUATION CRITERIA

The Evaluation Committee will evaluate the bid submissions using the following criteria below. The committee shall determine which Bids have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all Bids and waive minor irregularities.

This evaluation may, at the committee's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met.

Category 1 – Features Required and Desired for All users Points

Evaluation Factors	**Maximum Number of Points**
Price of Products	30 points
Bidder's Demonstrated Ability to Fulfill the Scope of Work	30 points
Bidder's Experience and Capabilities	20 points
References	20 points
Total	**100 points**

Category 2 – Add-On Features for Select Users Points

Evaluation Factors	**Maximum Number of Points**
Price of Products	30 points
Bidder's Demonstrated Ability to Fulfill the Scope of Work	30 points
Bidder's Experience and Capabilities	20 points
References	20 points
Total	**100 points**

Category 3 – Current Integrations for Future Upgrades Points

Evaluation Factors	Maximum Number of Points
Price of Services	30 points
Bidder's Demonstrated Ability to Fulfill the Scope of Work	30 points
Bidder's Experience and Capabilities	20 points
References	20 points
Total	**100 points**

Category 4 – Required Devices Points

Evaluation Factors	Maximum Number of Points
Price of Goods	30 points
Bidder's Demonstrated Ability to Fulfill the Scope of Work	30 points
Bidder's Experience and Capabilities	20 points
References	20 points
Total	**100 points**

Category 5 – Optional Services Points

Evaluation Factors	Maximum Number of Points
Price of Services	30 points
Bidder's Demonstrated Ability to Fulfill the Scope of Work	30 points
Bidder's Experience and Capabilities	20 points
References	20 points
Total	**100 points**

Category 6 – Professional Services - UCaaS

Evaluation Factors	Maximum Number of Points
Price of Services	30 points
Bidder's Demonstrated Ability to Fulfill the Scope of Work	30 points
Bidder's Experience and Capabilities	20 points
References	20 points
Total	**100 points**

Category 7 – Professional Services – Physical Phones Logistics

Evaluation Factors	Maximum Number of Points
Price of Services	30 points
Bidder's Demonstrated Ability to Fulfill the Scope of Work	30 points
Bidder's Experience and Capabilities	20 points
References	20 points
Total	**100 points**

Category 8 – Project Management

Evaluation Factors	**Maximum Number of Points**
Price of Services	30 points
Bidder's Demonstrated Ability to Fulfill the Scope of Work	30 points
Bidder's Experience and Capabilities	20 points
References	20 points
Total	**100 points**

11.1 CONTRACT / EQUIPMENT AGREEMENT

Equipment acquired through this RFP document is dependent upon funding approval. SPPS reserves the right to evaluate needs and may decide it is in SPPS best interest to cancel the funding request. An example SPPS Agreement follows:

Equipment Agreement

St. Paul Public School (SPPS) intends to buy and Vendor agrees to sell services and equipment as listed in the attached Vendor's Response. Prices listed are unit prices for the equipment listed. Prices will be in effect through the agreed term of TBD to TBD. Terms and conditions must be in compliance with TBD.

ADDITIONAL TERMS:

1. Unit Pricing. Final quantities will be determined by SPPS, given consideration of the funding commitment for the requested equipment/services. Vendor's unit pricing will be firm through the agreement term.
2. SPPS Purchase Orders will be issued for the final formal order. Vendor must comply with all SPPS Purchasing terms and Purchase Orders. Vendors can only proceed as directed by a SPPS Purchase Order.
3. Termination. SPPS purchases by this agreement are contingent upon funding approval and are null and void without said formal approvals. Further, SPPS may cancel this agreement for any reasons with 30 days written notice.
4. SPPS Official Publication Number #XXX and Vendor's response are included in their entirety in this agreement.

Signatures: **Response Section(s)_____**

St. Paul Public Schools Vendor:_____

By:_____ _____

Title:_____ _____

Address: 1930 Como Avenue _____

St. Paul, MN 55108 _____

Date:_____ _____

SPIN Number_____

11.0 SPPS RFP TBD UCaaS Technical Response (reference Section 4.3)

See Attached System/Equipment/Services/Pricing Response Form – Appendix A

12.0 St. Paul Public Schools required Documents Attachment
(included as part of this RFP, documents located at http://vendor.spps.org/purchasing)

- ## PRICE

If no price is specified herein, charges shall not exceed Supplier's standard price for merchandise of like quality and quantity.

DISCOUNT

Discount terms must be stated on the invoice. Discounts will be calculated from the date material or the invoice is received whichever is later.

DELIVERY

The District reserves the right to cancel this order in whole or in part if any shipment of merchandise covered hereby is not received by the time specified.

QUANTITY

The District's count will be accepted as final and conclusive on all shipments not accompanied by a packing list. Unless expressly provided for to the contrary on the face of this order, all shipments are to be made F.O.B. destination, and the Seller shall bear all cost for cartage, boxing, or containers as required.

EARLY DELIVERY

Goods shipped to the District in advance of delivery schedules may be rejected or returned at the Supplier's expense.

INVOICING

Invoices (in duplicate, one marked original) must be mailed to Accounting Services, Administration Building, 360 Colbome St., St. Paul, MN 55102 (unless otherwise specified) the day shipments are made. Individual invoices will be issued for each shipment and each order.

IDENTIFICATION

The district's purchase order number must show on all invoices, packing lists, and bills of lading.

SOCIAL RESPONSIBILITY

The District has adapted the Global Sullivan Principles of Social Responsibility. We also encourage our suppliers to adopt and follow these principles.

7.0 Conditions

- ## ACCEPTANCE

- **This order, when accepted by the Supplier, shall constitute the entire contract between the buyer and seller as agreed to and shall not be altered, amended, supplemented, or cancelled without the written**

approval of The St. Paul Public Schools (ISD

#625) (referred to below as the "District"). Either the Supplier's written acceptance of this order

or the shipment of any confirming article or commencement of performance hereunder, shall constitute acceptance of this contract, and no contrary or additional terms or conditions shall apply.

CHANGES

The District may from time to time, by written instructions or drawings issued

to the Supplier, make changes, issue additional instructions, require additional work, or direct the omission of work previously ordered. The provisions of this agreement shall apply to all such written modifications.

ADDITIONS

No extra work, additions, or alterations will be paid for by the District unless performed pursuant to and in accordance with the written order of the District.

CANCELLATIONS

The District may cancel this order at any time, giving notice in writing. An equitable adjustment in price and/or delivery schedule will be negotiated for materials completed or in process at the time of the change.

TERMINATION FOR DEFAULT

a. The District may by notice in writing direct Seller to terminate this purchase order or work under this purchase order in whole or in part at any time for breach of any one or more of its terms.
b. In the event of Seller's default hereunder, the Buyer may exercise any or all rights accruing to it, both at law including those set forth in Article 2 of the Uniform Commercial Code or in equity.
c. Seller's obligations under the warranty, patent and confidentiality provisions of this purchase order shall survive such termination.

WARRANTY AND INSPECTION

All articles sold and materials and work applied hereunder shall be of good quality and free from any defects and shall at all times be subject to inspection and rejection; but neither the District's inspection nor failure to inspect or reject shall relieve the Supplier of any obligations hereunder. Such inspection shall not exclude any warranties in respect to such goods.

SAMPLES

May be requested for inspection and approval prior to manufacture or delivery. The District will not be responsible for the cost of the samples or shipping to our location.

PATENTS

The Seller warrants that the material delivered, either alone or in combination with other materials, will not infringe on any patents in the United States or any foreign country.

INDEMNIFICATION

The Seller agrees to indemnify the District and hold it harmless from and against all liability, loss and expense (including legal fees) for all damages and/or bodily injuries (including death) resulting from the actions, errors, omissions or negligence of the Seller, its directors, officers, employees, agents, contractors or subcontractors, including, but not limited to, any defect in material, any defect in services, workmanship, design of any goods furnished, patent and/or copyright infringements or violations, and/or failure to follow or abide by any and all governing laws, ordinances, codes and regulations.

INSURANCE

The successful Vendor/Contractor shall maintain the appropriate insurances.

BANKRUPTCY

In the event of any proceedings in bankruptcy or insolvency by or against the Seller, or in the event of the appointment (with or without the Seller's consent) of an assignee for the benefit of creditors, or of a receiver, the District may cancel this order for default.

MINNESOTA LAW

Performance of this order and all other matters pertaining thereto shall be governed by the laws of the Commonwealth of Minnesota.

LEGAL VENUE

The legal venue for any and all claims or other legal matters pertaining to the performance of this order shall be the local courts for the County of Ramsey, Minnesota.

TAXES

The District is exempt from all Federal Excise Taxes. The District is an instrumentality of the Commonwealth of Minnesota, and as such, is exempt from the Minnesota Sales and Use Tax.

NON-APPROPRIATION

The District reasonably believes that budgeted funds will be obtained sufficient to make all payments. However, continuation of any agreements beyond June 30th of any year is contingent upon appropriation of budgeted funds for payment of that contract. In the event that adequate funds are not so appropriated, the District shall notify the vendor as soon as possible prior to the necessary cancellation and no penalty in any form shall be levied against the District because cancellation of any part or all of the equipment required by failure of appropriation.

8.0 Compliances

- As a supplier of materials or services to the District, (including its Buildings & Campuses), suppliers must comply with the following:

OSHA

Products shall meet, and be in compliance with, the current applicable prescribed standards of the Federal Occupational Safety and Health of Act of 1970 in effect on the date of this order.

Last Modified on March 11, 2020

APPENDIX B – REFERENCES

Request for Proposal
SWITCHES, WIRELESS EQUIPMENT AND INSTALLATION SERVICES
RFP A23-2716-JA

1.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

Description of Project _____

_____

_____

2.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

Description of Project _____

_____

_____

3.

Client Name: _____

Address: _____

Services Provided: _____

Date(s)of services: _____

Contact Name & Title: _____

Phone No: _____

Email Address: _____

Description of Project _____

_____

_____

INSURANCE REQUIREMENTS

ISD 625 - St Paul Public Schools requires that the following minimum insurance requirements be met by entities entering into contracts with ISD 625 - St Paul Public Schools.

Coverage	Limits	
Commercial General Liability (AI)(WS)	$1,000,000	Each Occurrence
	$300,000	Damage to Rented Premises Each Occurrence
	$5,000	Medical Expense Any One Person
	$1,000,000	Personal and Advertising Injury
	$2,000,000	General Aggregate Per Project
	$2,000,000	Products & Completed Operations Aggregate

(Including Completed Operations, Explosion/Collapse/Underground Damage (as appropriate), Operations of Subcontractors Contingent Liability, Broad Form Property Damage. The Commercial General Liability policy must be on a Per Occurrence basis. The Commercial General Liability Aggregate Limit is to apply Per Project.)

Commercial Automobile Liability (AI)(WS) $1,000,000 Combined Single Limit
(Including Hired, Owned, and Non-Owned coverage. Personal automobile policy is acceptable.)

Workers' Compensation (WS) Statutory
(Statutory coverage as required by state in which the work is to be performed. If self-employed with no other employees, qualified self-insured, or not required to carry Workers' Compensation, a letter certifying this or a copy of certificate of self-insurance must be provided.)

Employers' Liability	$500,000	Accident Limit
	$500,000	Disease – Policy Limit
	$500,000	Disease – Person Limit
Umbrella/Excess Liability (AI)(WS)	$1,000 000	Per Occurrence
(Excess on follows-form basis.)	$1,000,000	Aggregate
Professional Liability (If providing professional service.)	$1,000 000	Per Wrongful Act
	$1,000,000	Aggregate

Crime and Fidelity Bond (If handling money or have fiduciary responsibilities for ISD 625 - St Paul Public Schools.)

(AI) = ISD 625 - St Paul Public Schools named as Additional Insured on a Primary and Non-Contributory basis.
(WS) = Waiver of Subrogation in favor of ISD 625 - St Paul Public Schools.

Commercial General Liability, Commercial Auto Liability, and any Umbrella/Excess Liability policies must list ISD 625 - St Paul Public Schools as Additional Insured (AI) on a Primary and Non-Contributory Basis. Additional Insured status applies to Completed Operations as well. **Endorsements are required (see following page).**

Commercial General Liability, Commercial Auto Liability, Workers' Compensation, and any Umbrella/Excess Liability policies must provide a Waiver of Subrogation (WS) in favor of ISD 625 - St Paul Public Schools. **Endorsements are required (see following page).**

Any liability limits may be met by using combination of underlying policies with Umbrella/Excess Liability coverage.

The Products and Completed Operations coverage is to be maintained after project completion per requirements of contract agreement with ISD 625 - St Paul Public Schools.

All policies to be purchased from a carrier licensed to do business in the state of Minnesota and carry an A.M. Best rating of A-VII or better.

Certificate Description of Operations area must identify project or indicate "All Products & Services Provided by the Named Insured".

Certificates of Insurance must be on file with ISD 625 - St Paul Public Schools prior to commencement of work. A current certificate is required at all times – including the Completed Operations term. Renewal certificates are to be provided 30 days prior to expiration of certificate on file. Contractor must provide a 30-day Notice of Cancellation to ISD 625 - St Paul Public Schools,

Non-Construction Certificates to be submitted to: ISD 625 - St Paul Public Schools
Purchasing / Business & Financial Affairs
360 Colborne Street
St Paul, MN 55102

Construction Certificates to be submitted through: myCOI Agent Portal (support@mycoitracking.com)

NOTE: If any subcontractors or sub-subcontractors are to be used, those entities must also meet the above insurance requirements.

INSURANCE REQUIREMENTS

ISD 625 - St Paul Public Schools requires that the following minimum insurance requirements be met by entities entering into contracts with ISD 625 - St Paul Public Schools.

Endorsement	Form(s) Required
Commercial General Liability	
Additional Insured (AI)	CG 20 26 04 13 and CG 20 37 04 13 or Equivalent
Primary and Non-Contributory	CG 20 01 04 13 or Equivalent
Waiver of Subrogation (WS)	CG 24 04 05 09 or Equivalent
Aggregate Per Project	CG 25 03 05 09 or Equivalent
Commercial Automobile Liability	
Additional Insured (AI)	Proprietary Insurance Company Form
Primary and Non-Contributory	CA 04 50 11 16 or Equivalent
Waiver of Subrogation (WS)	CA 04 44 10 13 or Equivalent
Workers' Compensation	
Waiver of Subrogation (WS)	Minnesota WC 00 03 13 (no other form is acceptable)
If No Insurance Company Involved	Letter on own company letterhead attesting to that effect, or copy of Certificate of Self-Insurance.
Umbrella/Excess Liability	
Additional Insured (AI)	Propriety Insurance Company Form
Primary and Non-Contributory	Umbrella Policy Form (not acceptable: CU 24 78 11 16 or CX 24 33 11 16)
Waiver of Subrogation (WS)	CU 24 01 09 18 or Equivalent

Saint Paul Public Schools - Vendor Code of Conduct

Findings. The Board of Education finds:

- That there is a positive correlation between the quality of workers' working conditions, the quality of work going into the production of products and the quality of the products themselves;

- That the Board of Education has a wide range of discretion and lawful authority to establish reasonable standards of working conditions for workers who produce products purchased and leased by the School District as a means to ensure the provision of better quality products form more responsible bidders and thus further the interests of the School District;

- That some manufacturers of apparel, footwear, and sports and athletic gear and related equipment have been found to maintain sweatshop working conditions for their workers; and

- That more responsible bidders can be expected to provide better quality products and therefore it is in the best interests of the School District to purchase and lease apparel, footwear, and sports and athletic gear and related equipment produced under workers' working conditions which do not constitute sweatshop working conditions.

Compensation. Vendors shall ensure that all supplies, manufacturers, including subcontractors, provide a living wage to their employees involved in the manufacture and distribution of apparel and athletic products for a school.

Working Conditions. Each contractor or sub-contractor shall provide a safe and healthy working environment, and have a safety program that proactively identifies and eliminates workplace hazards. Proper sanitation, including hygienic toilet facilities and drinking water, shall be provided. Employees shall not be required to work more than the lesser of 48 hours per week or the limits on the regular hours allowed by the law of the country of manufacture.

Worker Rights. Employees of contractors or sub-contractors shall have the right to speak up about working conditions without fear of retaliation and have the right to form unions of their own choosing without employer resistance. No employee may be subjected to physical, sexual or verbal harassment. No employee may be discriminated against in employment in any way on the basis of sex, race, religion, age, disability, nationality, political opinion or social or ethnic origin. Due process procedures shall be in place for discipline or discharge.

Child Labor. No person shall be employed at an age younger than 15 (or14 years where the law of the country allows) or be younger than the age for completing compulsory education in the country of manufacture where such an age is higher than 15 years.

Legal Compliance. The company complies with all the laws and regulations governing the workplace. Where there are differences or conflicts with this Code of Conduct and the applicable laws of the country of manufacture, the higher standard will prevail.

Sweatshop Free Purchasing Policy

Saint Paul Public Schools Policy 713.00 Adopted 2006

PURPOSE AND FINDINGS

The Board of Education finds:

1. That there is a positive correlation between the quality of workers' working conditions, the quality of the work going into the production of products and the quality of the products themselves;

2. That the Board of Education has a wide range of discretion and lawful authority to establish reasonable standards of working conditions for workers who produce products purchased and leased by the School District as a means to ensure the provision of better quality products from more responsible bidders and thus further the interests of the School District;

3. That some manufacturers of apparel, footwear and sport and athletic gear and related equipment have been found to maintain sweatshop working conditions for their workers; and

4. That more responsible bidders can be expected to provide better quality products and there fore it is in the best interests of the School District to purchase and lease apparel, footwear and sports and athletic gear and related equipment produced under workers' working conditions which to not constitute sweatshop working conditions.

SCOPE

This policy applies to all School District purchases and lease in excess of $1,000 of all apparel, footwear and sports and athletic gear and related equipment (including but not limited to volleyball standards and netting, badminton standards and netting, basketball netting, scoreboards, football helmets, football shoulder pads, baseballs, softballs, soccer balls and banners).

DEFINITIONS

1. **"Production" or "produced"** means the manufacture (including cutting and/or assembly by weaving, sewing, knitting, felting or other means), finishing and warehouse distribution of apparel, footwear and sports and athletic gear and related equipment.

2. A **"non-poverty wage"** is a nationwide wage and benefit level, adjusted to reflect that country's level of economic development using the World Bank's most recent Gross National Income Per capita Purchasing Power Parity, which is comparable to the level of wages required for a full-time worker in the United States to produce an annual income equal to or greater than the United States Department of Health and Human Services' most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits.

3. **"Responsible manufacturer"** means an establishment engaged in production that can demonstrate all of the following:

a. Compliance with all applicable local and international laws and workplace regulations regarding wages and benefits, workplace health and safety and the fundamental conventions of the International Labor organization, including those regarding forced and child labor and freedom of association;

b. Wages that meet the higher standard of (1) the legal minimum wage; (2) the prevailing wage in the industry in the country of production; or (3) a non-poverty wage as defined in Definitions, item 2.

c. Required working hours for hourly and quota-based production workers cannot exceed the lesser of (1) 48 hours per week or (2) the limits on regular hours allowed by the law of the country of manufacture with at least one day off in every seven-day period, as well as holidays and vacations and all overtime hours must be worked voluntarily;

d. No discrimination in employment - including in hiring, salary, benefits, advancement, discipline, termination or retirement - on the basis of gender, race religion, age, disability, sexual orientation, nationality, political opinion or social or ethnic origin;

e. No sexual, psychological or verbal harassment or abuse and no corporal punishment;

f. No forced use of contraceptives or forced pregnancy tests;

g. No termination of workers without just cause and the provision of a mediation or grievance process to resolve workplace disputes;

h. Respect for workers' rights to freedom of association and collective bargaining with no harassment, intimidation or retaliation against workers for exercising the above rights; and

i. Agreement to (1) adopt a neutrality position with respect to employee attempts to organize a union, meaning that management will not communicate with workers to discourage them from organizing a union; and (2) agreement to voluntarily recognize a union when a majority of workers have signed cards authorizing union representation.

REQUIREMENTS

1. The School District shall award contracts for products covered by this policy to bidders which act as, or contract with, responsible manufacturers as defined in "Definitions", item 3.

2. With every bid and quotation for products covered by this policy, each vendor must submit the following information:

   a. The names, addresses, contact person and telephone numbers of each facility involved in the production of products proposed to be provided by the vendor;

b. The names, business addresses and telephone numbers of the principal officers of each facility involved in the production of products proposed to be provided by the vendor;

c. With respect to each such facility, the base hourly wage of production workers and percent of wage level paid as health benefits;

d. A statement by the manufacturer that each of such production facilities, including that of any subcontractor, is a responsible manufacturer as defined in "Definitions", item 3.

e. Any other information deemed necessary by the purchasing agent for the enforcement of this policy.

3. In the event that any information provided by the vendor pursuant to this section changes during the specified time period of the contract, the vendor shall submit updated information to the School District.

VERIFICATION AND DISCLOSURE

Vendors shall report the name and location of every plant including every subcontractor plant engaged in the production and distribution of apparel for the School District, along with a statement from each manufacturer declaring the compliance of each site with the standards listed above. It is understood by the vendors and manufacturers that to verify compliance, the School District will make this information public by posting the information on the School District Purchasing website. Interested parties will have access to the posted information and can conduct their own research to verify compliance with the policy. If a violation is reported, the District will follow up as indicated in Violations and Enforcement.

VIOLATIONS AND ENFORCEMENT

Upon determination by the School District of a violation of the standards of a responsible manufacturer at a production facility of a contractor or its supplier, including all subcontractors, the School District and the vendor shall consult. The intention is for the situation to be corrected by working in partnership with the vendor to influence the vendor to change its practices or to use its bargaining position with the offending supplier to change its practices, rather than to cease doing business with the vendor or supplier.

EXCEPTION

The School District may accept and award a bid to a supplier or vendor who has not met the requirements herein if, after reasonable investigation, it appears that the required item or brand of item, is procurable by the School District from only that supplier or vendor.

END OF REQUEST FOR PROPOSAL