



Rochester Schools Modernization Program – Phase 2

District Wide Technology

SED Project Control No. 26-16-00-01-7-999-020

Mini-Bid – VoIP Handsets

May 17, 2019



Introduction and purpose of the Mini-Bid

With this Mini-Bid we request information regarding your company and your products/services. The same information will be gathered from different companies on the New York State Contract and will be used to determine with whom the Rochester Joint Schools Construction Board will utilize for the purchase of services, licenses and equipment off of the State Contract for VoIP Handsets.

Scope

The Rochester Joint Schools Construction Board is overseeing the construction and renovation of multiple schools. The purpose of this Mini-Bid is to solicit information and pricing from the State Contract Holders for the best possible price related to the furnishing of the necessary Mitel and Polycom handsets and licenses for Schools 2, 4, and 22.

Mini-Bid procedure

To answer this Mini-Bid please submit a response addressing all of sections 1 through 10 beginning on Page 4 of this document.

The email listed below is available for assistance in case contact is needed.

The answers to this Mini-Bid will be evaluated to determine which Value-Added reseller offers the best price, capability i.e., the best value to the Rochester Joint Schools Construction Board.

How to deliver the answer

Send the response in Print Form to DWT – VoIP Attention: James McGuinness, 70 Carlson Road, Suite 200 – Rochester, NY 14610 by 2:00 PM Thursday May 31, 2019.

Contacts

For questions regarding this RFP, you are welcome to email us by May 22, 2019 at minibid@rjscb.org. No questions via phone conversations or through emails sent to other representatives will be answered.

Timeframe

This is the timeframe for the RFI and an eventual coming project
5/17/2019 – The Mini-Bid is sent out
5/22/2019 – Last date for questions
5/31/2019– Last date for submission of response to RFP. (2:00 PM)
6/10/2019 – Final supplier(s) chosen work described in this RFP
6/11/2019 through 10/31/2019 – installation window.

Background description of what is requested

The Rochester City School District (RCSD) is in western New York State on the south shore of Lake Ontario and is bisected by the Genesee River. It has a city population of over 200,000 and a metropolitan population of over 700,000.

The RCSD serves approximately 32,000 students in pre-Kindergarten through grade 12 and an additional 15,000 adult students in continuing education programs. It operates 39 elementary schools, 13 secondary schools, one adult/family learning center, and several alternative education programs. RCSD currently employs approximately 6000 full-time employees.

The Rochester Joint Schools Construction Board ("Board") is a special-purpose entity created by New York State legislation to manage and oversee the Rochester Schools Modernization Program ("RSMP"). The Board operates in collaboration with the RCSD (a/k/a the "District") and the City of Rochester ("City"). The Board reserves the right to reject any and all bids received in response to this Mini-Bid when the Board determines it to be in its best interest of in the best interest of the RSCD or City.

Context

The District has made significant investments technology over the past several years. In an effort to ensure ubiquitous access to District resources the District is looking to upgrade the VoIP Handsets at various school sites under construction.

Statement of need

The Rochester Joint School Construction Board (RJSCB) will be purchasing equipment, licenses and other parts to furnish to the electrical contractors for installation between June 11, 2019 and October 31, 2019.

It is the expectation of the Rochester Joint Schools Construction Board that the pricing of the products requested as a part of this procurement may likely change and as such we are also requesting that the vendor submit the pricing as a percentage (%) off of MSRP. In addition, it is anticipated that the quality of the products may change between now and when additional equipment might be required, and as such the RJSCB requires that vendors include in the proposal the overall percentage off of MSRP.

Requirements

Vendors are required to be listed as a Value Added Reseller on a New York State contract. Vendors are required to have adequate staff and resources to meet the obligations of product fulfillment. All bidders are expected to conform to all minimal requirements as set forth in the New York State Office of General Services Contract "OGS". All other material requirements of the State Contract shall be deemed incorporated into this Mini-Bid unless expressly stated otherwise herein. All freight charges need to be included as a part of the price. There will be three (3) separate locations for delivery of the products requested.

Qualifications

Vendor will work in conjunction with the owner as well as Manufacturer to review needs and assess new products. This may/will require assessment of design, submission of retrofit proposal and bill of materials for owner approval, ordering materials/products/components, coordination with with electrical contractor and construction manager for delivery of product, configuration, installation, testing and troubleshooting.

PROPOSAL RESPONSE FORMAT

It is imperative that all proposals respond to all the sections below. Please return one (1) copy of your proposal by the date stated in the timeframe listed above. Although responses can be submitted as late as 2:00 PM on May 31, 2019, the RJSCB encourages and allows vendors to submit a response earlier than the deadline.

1) Price Submission:

Please fill out the following form which includes some of the part's and products that the owner anticipates procuring from the value added reseller. It is anticipated that the vendor can give a significant discount off of MSRP for the RJSCB and beat the advertised State Contract pricing. Vendor is permitted to propose other master contracts such as the GSA. The following table is a snapshot of the components that the District is expecting to procure; however, it is conceivable that during the course of the contract the Board will purchase other components; therefore please include the discount from MSRP for other components listed as 'Part Number N/A.' Please propose exact equal to parts listed. Please include costs for any options/recommendations that you propose the RJSCB to consider and delineate and these options in Section 7. The final configuration of what will be ordered will be denoted on the purchase order issued to the vendor at the prices quoted in this proposal.

	Part Number	Description - Make	Est QTY	MSRP	% off MSRP Discount	Unit Price (Discounted)	Extended
1	50006476	Mitel 5330	60				
2	2200-12365-025	Polycom 331	140				
3	54004975	Mitel IP Licenses	200				
		Subtotal of VoIP Handsets					
	N/A	Percentage discount off of MSRP for proposed products ¹	N/A	N/A		N/A	N/A

¹ Please note that as stated in the Statement of Need, the RJSCB requires that the vendor submit a Percentage off of MSRP for all proposed products to enable flexibility to procure the appropriate equipment if the technology changes between now and when the equipment is required.

2) Detailed List of Equipment:

Please include as a part of the proposal a cut sheet for Mitel 5330 and PolyCom 331. The header of each cut sheet should clearly identify which Item and the description. For example, each page of the cut sheet for the first item should be labeled “**Item 1 –Mitel 5330**”

3) Vendor Resources:

Include the professional qualifications of the anticipated consultant/support staff to be available for this request. Include resume of the qualified consultants within your organization to demonstrate expertise for the minimum vendor resources required in your proposal.

4) Experience:

- Background/History of your company.
- Level of experience and at least three (3) references for engagements with clients of equal or greater size including experience with clients in other Public Sector and/or K-12 environments. Please include contact information for all references.

5) Corporate Summary:

Name of Company:

Contact Name & Title:

Street Address:

City, State, ZIP:

Telephone:

Email:

Fax:

Federal Tax Id #:

Company URL, if available:

6) Sample of Respondent’s Contract

The Board will be utilizing the New York State Contract for the services and equipment described within. Please provide the New York State Contract Number as well as a URL link to that specific contract listing your firm as an approved vendor. Please note that the Board will be utilizing a purchase order for the ordering of equipment (see attached example). Any issues that the vendor has with the purchase order should be noted in their response to this Mini-Bid.

State Contract Number:

URL Link:

7) Describe any recommendations or suggestions above and beyond the requirements listed in this request. Include any additional costs related to these suggestions.

In this section please address the following: Because this is a construction project, it is anticipated that some equipment will be ordered and installed long before it is configured or turned over to the owner. Please describe the warranty period (when the warranty on the equipment will start and how long the warranty is good for.) Please describe as a value added partner, what warranty terms you could offer. For example, would you or the manufacturer modify the warranty period to align with a July start even if equipment is ordered and shipped as early as April.

8) In this section, please respond with all information relevant to any of the below factors. In the event of prior adjudications, orders, or agency findings of non-responsibility or other violations as set forth above, please indicate as to each: (1) the date of the project and incident; (2) factual nature of the incident; (3) findings by the agency, government or other authority; and (4) any other facts pertinent to the above factors governing responsibility of bidders.:

- A. Any determination in a final order of the Commissioner of the New York State Division of Human Rights, other State or Federal agency, or dispositive decision or order of a court of law that the bidder engaged in discriminatory or unlawful conduct under the Age Discrimination in Employment Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 1981, 1983, 1985 and 1988, the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Equal Pay Act, the New York Human Rights Law, Civil Service Law, Social Services Law or any other State or Federal statute or regulation intended to protect the civil rights of individuals.
- B. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely, competent and acceptable manner. Evidence of such lack of ability to perform may include, but shall not be limited to, evidence of suspension or revocation for cause of a professional license of any director or officer, or any holder of five percent (5%) or more of the bidders stock or equity; one or more negative performance evaluations of the bidder or other evidence of poor performance on a District project; failure to submit satisfactory evidence of insurance, surety bond or financial responsibility; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.
- C. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgement of conviction or information obtained as a result of formal grant of immunity in connection with criminal prosecution of the bidder, and any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.
- D. Any significant violation of the Worker's Compensation Law, including, but not limited to the failure of a bidder to provide proof of worker's compensation or disability benefits coverage.
- E. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise (W/MBE), or any denial, de-certification, revocation or forfeiture or W/MBE status by New York State.
- F. Any determination in a final order of the Commissioner of the New York State Division of Human Rights, other State or Federal agency, or dispositive decision or order of a court of law that the bidder engaged in discriminatory or unlawful conduct under the Age Discrimination in Employment Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 1981, 1983, 1985 and 1988, the Rehabilitation Act of 1973, the Americans With Disabilities Act, the Equal Pay Act, the New York Human Rights Law, Civil Service Law, Social Services Law or any other State or Federal statute or regulation intended to protect the civil rights of individuals.
- G. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the District of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a bid for or award of a contract.
- H. In addition to the factors above, the Board may also give due consideration to any other factors considered to bear upon bidder responsibility, including but not limited to, any mitigating factors brought to the Districts attention by the bidder.

9) In this section, please comment on the following non-discrimination clause:

Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women's or Minority Business Enterprise (W/MBE), or any denial, decertification, evocation or forfeiture of W/MBE status by New York State.

10) Attach a copy of the Equal Employment Opportunity Employer Information Report EEO-1. The following is a link to the instructions and form:

http://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf
<https://www.eeoc.gov/employers/eeo1survey/upload/eeo1-2-2.pdf>

TERMS AND CONDITIONS

TERMS AND CONDITIONS OF PURCHASE ORDER

1. **Acceptance.** Buyer (also referred to as "Owner" or "RJSCB" shall not be bound by this Purchase Order unless and until Supplier executes and returns to Buyer the acknowledgement copy of this Purchase Order within 10 days of Supplier's receipt. Supplier shall be bound by this Purchase Order when it executes and returns to Buyer the acknowledgement copy of this Purchase Order or when Supplier engages in conduct which recognizes the existence of a contract, including shipment of any part of this Purchase Order.

2. **Complete Agreement.** Acceptance of this Purchase Order includes acceptance of the terms and conditions stated herein, including all terms and conditions set forth in the Contract Documents received by Buyer at the time of bidding, together with any addenda. The terms as defined herein shall constitute the complete and exclusive statement of the agreement between Buyer and Supplier ("**Contract**") with respect to the products (the "**Products**") and/or services (the "**Services**") provided by Supplier hereunder. To the extent that the terms and conditions stated in this Purchase Order differ from those set forth in the Contract Documents, the terms of the Contract Documents shall take precedence. Reference to Supplier's bids or proposals, if noted on the first page of this Purchase Order, shall not affect the provisions hereof, unless specifically provided to the contrary in the Contract Documents. No other agreement, invoice, or quotation or any acknowledgment of Supplier in any way modifying any of the provisions of this Purchase Order or Contract Documents or adding additional terms or conditions will be binding upon Buyer unless in writing and signed by Buyer's authorized representative.

3. **Delivery; Packaging and Shipping.** TIME IS OF THE ESSENCE OF THIS PURCHASE ORDER. If delivery of Products or rendering of Services is not completed by the time provided for or established herein, Buyer reserves the right without liability, in addition to and without waiving any of its other rights and remedies provided herein or at law or equity, to terminate this Purchase Order as to any or all Products not yet shipped or Services not yet rendered, and to purchase substitute Products or Services elsewhere and charge Supplier with any loss or damage incurred by Buyer. Buyer further reserves the right to recoup from Seller its actual direct and losses resulting from Seller's failure to timely perform the

Contract, including but not limited to costs of renting or purchasing other equipment or facilities to fulfill the purpose of the Contract in the time specified in the Contract Documents. Shipments shall be delivered FOB to Buyer's receiving site specified on the face of this Purchase Order, unless modified by Owner prior to performance.

4. **New Materials.** Supplier represents that the Products are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

5. **Title to Goods; Risk of Loss.** Unless otherwise explicitly provided for in this Purchase Order, title and risk of loss to Products shall pass to Buyer only at the time and place of delivery and following written acceptance by Owner's representative as set forth in the Contract Documents.

6. **Inspection; Rejection of Goods; Payment.** All Products furnished hereunder shall be subject to inspection and approval at Buyer's location. Buyer may reject or require the prompt correction, in place or otherwise, of any Products which are found not to conform in all respects to (a) Buyer's specifications, drawings, blueprints and data, (b) Supplier's warranties, whether express or implied, or (c) any other instructions or requirements contained in this Purchase Order. Payment for any or all of the Products or Services supplied hereunder shall not constitute acceptance by Buyer.

7. **Indemnification.** To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless the Buyer, the City of Rochester, the Rochester City School District, County of Monroe Industrial Development Agency ("**COMIDA**"); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("**Trustee**"); Gilbane Building Company, Savin Engineers P.C. ("**Program Manager**"), Millennium Strategies, Inc., and their respective affiliates, subsidiaries, trustees, officers, board members, directors, employees and agents (collectively, the "**Indemnified Parties**"), from and against any claims, actions, losses, costs, damages, liabilities or expenses of any nature (including reasonable attorneys' fees and costs) arising from or in connection with any actual or alleged (a) violation of any Law (as defined in Section 12) committed by Supplier, its agents, representatives, employees, or subcontractors, or any of their respective agents and employees (collectively,

"**Supplier Indemnifying Parties**"); (b) breach of representations, warranties, covenants or other obligations of Supplier under this Purchase Order; (c) any act or omission of any Supplier Indemnifying Parties; or (d) manufacture or delivery of Products or performance of any Service hereunder, except to the extent that any such injury or damages are due directly and solely to the negligence of the Indemnified Parties.

8. **Insurance Requirements and Certificate of Insurance.** Supplier agrees that prior to the delivery of any Products or completion of any Service, Supplier and all of its subcontractors involved in providing any Products or Services hereunder will obtain the following minimum insurance coverages:

(a) Workers' Compensation Insurance covering all employees engaged in providing Products or Services hereunder in accordance with the statutory requirements of the applicable jurisdictions;

(b) Commercial General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

(c) Comprehensive Automobile Liability Insurance, covering the use of all owned, non-owned, and hired automobiles used in connection with the delivery of Products and Services hereunder, both on and off the Buyer's premises, with combined single limit of not less than \$1,000,000; and

(d) Excess Liability Insurance above the amounts specified in (b) and (c) in the amount of \$5,000,000 for Suppliers and \$2,000,000.00 for any subcontractor to Supplier.

(e) Any other insurance required of Supplier as is set forth in Section 7 of the Contract Documents.

Supplier and its subcontractors shall maintain such insurance, at their own cost and expense, throughout the term of this Purchase Order. Supplier shall provide Buyer with certificates of insurance evidencing such insurance for itself and its subcontractors prior to the start of work. The above insurance must be purchased from insurers licensed, admitted, and authorized to write insurance in New York State (or such other place as Work is performed) and is A.M. Best Rated "A-" or "Better." Each of the following shall be named as **Additional Insureds on a Primary and Non-Contributory basis** for such insurance (other than Workers' Compensation and Employer's

Liability Insurance): the Rochester Joint Schools Construction Board (“RJSCB” or “Owner”); Rochester City School District (“RCSD”); the City of Rochester (“City”); County of Monroe Industrial Development Agency (“COMIDA”); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project (“Trustee”); Gilbane Building Company and Savin Engineers P.C. (“Program Manager”), (herein, the “Additional Insureds”). All policies shall incorporate a provision requiring the giving of written notice to Buyer at least thirty 30 business days prior to the cancellation, non-renewal or modification of any such policies. Insurance must be written on an occurrence basis and maintained without interruption from the date of commencement of work until the date of final payment, or such longer period for which any coverage is required.

9. Warranties. Supplier warrants that all Products to be furnished hereunder will have clear title and will not infringe on the patent or other intellectual property rights of any other party; will conform to the descriptions, designs, specifications for the Products (including, without limitation, any specifications set forth on the face of this Purchase Order); will perform as specified herein and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing by Supplier); and to the extent that Supplier knows or has reason to know of the purpose for which the Products are intended, will be fit for such purpose. Supplier warrants that all Services will be performed in a competent, diligent, workmanlike and professional manner. The warranties contained herein shall run to Buyer and its customers and users of Buyer’s Products or Services, and shall survive inspection, installation where applicable, acceptance and payment. The warranties set forth herein shall be in addition to any warranties of additional scope given to Buyer by Supplier.

10. Pricing. Product and Services rates (the “Prices”) are set forth on the first page of this Purchase Order. Prices are firm, fixed prices, and include all fees and tariffs. Unless otherwise noted on the face page of this Purchase Order, Buyer is exempt from all sales and compensating use tax of the State of New York or of any City or County in the State of New York, and Supplier shall not include any such taxes in the Prices or on any invoice issued to Buyer.

11. Invoices. Seller may invoice Buyer upon each delivery of a shipment of Products, and with respect to Services, upon their completion or monthly, in accordance with this Purchase Order or terms of the Contract Documents. Invoices will be payable in full 45 days from the date of invoice and acceptance by Owner.

12. Compliance with Laws. Supplier warrants that all Products and Services will be produced or performed in compliance with all applicable local, federal and state laws, rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods (collectively, “Laws”).

13. Termination. In addition to any other grounds for termination set forth in the Contract Documents, the Contract and Purchase Order may be terminated as follows: (a) if the Seller breaches any material term of the Purchase Order or other Contract Documents, the Buyer may terminate the Contract and Purchase Order if the Seller does not cure its breach within seven (7) days after receipt of written notice from the Buyer specifying the breach; (b) by Buyer pursuant to Section 14; (c) the Buyer may terminate the Contract and Purchase Order upon not less than seven days’ written notice to supplier for Buyer’s convenience and without cause; or (d) by either party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy or similar laws of any jurisdiction, and such proceeding is not dismissed within 60 days of its filing. Upon termination of this Contract and Purchase Order for any reason, Buyer shall pay to Supplier the price provided in the Purchase Order for all Products which have been delivered and all Services which have been satisfactorily completed prior to termination and which are accepted by Buyer in accordance with this Purchase Order. However, in the event of a material breach of Contract and termination of Seller, the Buyer shall be entitled to use any remaining balance of funds available to secure replacement Products or Services. Seller shall be liable to the extent that the cost of such replacements exceed the remaining balance of the Purchase Order.

14. Force Majeure. Notwithstanding anything to the contrary herein, neither party shall be liable for delay or failure in the performance of any of its Contract obligations if and to the extent such delay

or failure is due to circumstances beyond the reasonable control of such party (event of “force majeure”), including but not limited to fires, floods, explosions, accidents, acts of God, war, riot, terrorism, strike, lockout or other concerted acts of workers, and acts of government; provided, however, that the party claiming that a force majeure event has affected its performance shall give notice to the other party within five (5) days of becoming aware thereof. The party giving such notice shall use its best efforts to eliminate or prevent the cause so as to continue performing its Contract obligations. If an event of force majeure, as described in this Section 14, affects Supplier and lasts for longer than twenty (20) days, Buyer may, in addition to any other remedy available to Buyer herein or at law or equity, terminate this Purchase Order without liability, except for payment for deliveries made prior to termination and which have been accepted by Buyer.

15. Assignment. Neither this Purchase Order nor any payment hereunder is assignable or transferable by Supplier without Buyer’s prior written approval. Any attempted assignment in violation of this Section shall be null and void.

16. Governing Law. This Purchase Order shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws rules. The exclusive jurisdiction and venue of an action with respect to the subject matter of this Purchase Order shall be the County of Monroe, State of New York.

17. RSMP Diversity Program. Supplier is expected to use its best efforts to meet the diversity and equal employment opportunity goals and must document its efforts to submit to the Owner’s “Independent Compliance Officer” (“ICO”), as set forth more fully in the Contract Documents. Supplier’s failure to adhere to the RSMP Diversity Program goals shall be grounds for remedial action by Buyer, including suspension or termination of Contract, declaration of non-responsiveness of Seller, rejection of future bids by Seller, finding of Seller ineligibility for future RSMP contracts, and/or withholding of payment