

REQUEST FOR PROPOSAL
Royal School District 160
Internal Connections FW-240227
Royal City, Washington

Date of Bid Opening: March 26th, 2024

Royal School District 160 is requesting E-Rate Category 2 Internal Connections bids to update border gateway and firewall equipment, as defined by the Technical Specifications outlined. Qualified bidders may obtain the Technical Specifications and bid documents online at <https://royalsd.org/rfp/>

Site visits to assess current infrastructure can be scheduled by contacting erate@royalsd.org. Bids must be received by 11:00 AM on March 26, 2024, by e-mail or at the following address:

Royal School District
ATTN: Adam Yearout
901 Ahlers Ave N
P.O. Box 486
Royal City, WA 99357-0486

Bids must include a listing of any subcontractor whose price equals 10% or more of the bid. Any bids received after the time for bid opening will not be considered. Royal School District reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bid or the bidding.

Royal School District 160 complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, religion, age, marital status, or disability. Inquiries regarding compliance may be directed to the District Administration.

Dated February 27, 2024.

Royal School District 160



Adam Yearout
Technology Director

Instructions to Bidders

Royal School District 160

Internal Connections FW-240227

1. Preparations and Submissions of Bids

- 1.1. All bids must be in strict conformity with the bid documents and any addenda.
- 1.2. Bids must contain: (a) a fully itemized bid document, and (b) a signed copy of the Proposal Form.
- 1.3. Bids must be received by Royal School District no later than 11:00 AM on March 26th 2024 by e-mail at erate@royalsd.org, or at the following address:

Royal School District
ATTN: Adam Yearout
901 Ahlers Ave N
P.O. Box 486
Royal City, WA 99357-0486

Bids received after the time and date designated for receipt of bids will not be considered.

- 1.4. The preparation and submission of a bid will be by and at the expense of the bidder. All bids must be submitted in a form and manner to comply with all applicable laws of the State of Washington.

2. Examination of Bid Documents and Conditions

- 2.1. Each bidder should carefully examine the bid documents and all addenda. If any bidder (a) finds any discrepancies, omissions or ambiguities in the bid documents; (b) is uncertain as to the intent or meaning of any provision of the bid documents; or (c) has any question regarding the bid documents, the bidder must promptly notify Royal School District in writing thereof at the address specified in paragraph 1.3 above, or at erate@royalsd.org. Replies to such notices will be made in the form of addenda at <https://royalsd.org/rfp/>.

3. Modification or Withdrawal of Bids

- 3.1. A bidder may modify or withdraw its bid by written request, provided that the request is received by Royal School District in writing prior to the time specified in paragraph 1.3. Following withdrawal of its bid, a bidder may submit a new bid, provided that such new bid is received by Royal School District prior to the time specified in paragraph 1.3. Bids cannot be withdrawn for a period of thirty (30) days after the official opening of the bids.
- 3.2. Royal School District may modify any provision of the bid documents at any time prior to the time specified in paragraph 1.3 of the submission of bids. Such modifications will be made in the form of addenda at <https://royalsd.org/rfp/>.

4. Award or Rejection of Bids

- 4.1. Royal School District reserves the right to reject any or all bids, to make an award to other than the low bidder, to make an award to a bidder for only a portion of the goods described in its bid, to reject a bid which is in any way incomplete or irregular, and to waive any informality or irregularity in any bid received.
- 4.2. In award of the contract, all factors and information that have a bearing on the decision to select a bidder may be considered by Royal School District.
- 4.3. Royal School District intends to award the bid to one responsible and responsive vendor. Vendors must provide unit prices that will be available to Royal School District for subsequent purchases for the duration of the bid award.

5. Protest Procedure

- 5.1. Any Bidder claiming to be aggrieved by the bid documents or the award of the contract may protest to the Royal School District in accordance with the following procedures. Failure to comply with these procedures will render a protest void and will result in the rejection of the protest. Exhaustion of these protest procedures in a timely manner is a condition precedent to any action filed in a court of law.
- 5.2. Protests based upon the contents of the bid documents shall be submitted no later than five days before the bid delivery date.
- 5.3. Protests based upon any other circumstances shall be submitted no later than five days after the bid delivery date.

- 5.4. A protest must be in writing and must include: (a) the name and address of the aggrieved bidder, (b) a detailed description of the specific grounds for the protest, (c) all documentation supporting the protest, and (d) the specific relief sought from the Royal School District.
- 5.5. If the protest is not resolved by mutual agreement, the Royal School District's Board will consider the protest in a public session and make a final and conclusive determination.

6. Contract Execution

- 6.1. The successful bidder will provide such information and assistance as Royal School District may request.
- 6.2. Royal School District intends to contract using the form of contract included with the bid documents. Within ten (10) days after presentation of the contract, the successful bidder must duly execute the same and return it for approval and execution by Royal School District. The failure of the successful bidder to duly execute and return the contract, together with certificates of insurance and any other required documents, will entitle Royal School District, in addition to all other rights and remedies of Royal School District, to award the contract to another bidder.
- 6.3. All bid documents shall remain the property of Royal School District. If requested by Royal School District, the unsuccessful bidders shall return all bid documents to Royal School District at the address specified in paragraph 1.3 above, without mutilation, marks, or annotations.
- 6.4. Royal School District does not guarantee to purchase any minimum or maximum quantities of the bid items.
- 6.5. In case of conflict between the provisions of these instructions and any other bidding document, these instructions shall govern. In case of conflict between the provisions of the bid documents and the contract, the contract shall govern.

Technical Specifications

Royal School District

Internal Connections FW-240227

Introduction

Royal School District is looking for a higher capacity border gateway and firewall solution that will meet the requirements for future 2Gbps Internet connectivity.

Proposals should be for a full border gateway, firewall, threat prevention, and URL filtering solution. A hardware appliance solution is preferred, instead of a hosted or virtual solution, and must meet the specifications in Requirements, below.

Note that URL filtering and threat prevention, though required by this proposal, are not E-rate eligible. Any hardware, software, or maintenance costs specifically providing threat prevention or URL filtering should be allocated as ineligible for E-rate funding.

A breakdown of on-going year-to-year maintenance and support costs should also be included (see Maintenance, below).

Design

Royal School District currently has a shared campus infrastructure, where all school networks (four in total) connect to a single Internet demarcation point. Current Internet connectivity is a single 1Gbps connection. A single Palo Alto PA-3020 device currently provides border routing, firewall, threat prevention, and URL filtering capability for the district. This device will reach its end-of-life October 31, 2024, and is in need of replacement.

Although the current solution is a single UTM device, submitted proposals do not necessarily need to be a single device. Functionality can be split between separate devices, such as an individual router, firewall, and filtering device.

A drop-in replacement for existing Palo Alto hardware is preferred, but not required. If bidding a Palo Alto device, there is no need to include installation or configuration costs, as the district will move the existing configuration over and install the new device. If bidding a solution using another manufacturer, the cost of migrating the current configuration, hardware installation, and network testing must be included as part of the proposal.

Requirements

General

Proposed solution must meet the following overall requirements:

- 2Gbps throughput inspected traffic, from end to end. If submitting a proposal using multiple devices, all components must be able to accept and inspect traffic at the required 2Gbps speed.
- Must have no less than four SFP+ ports, each capable of 10Gbps connectivity, as well as at least eight 1Gbps Ethernet ports.
- Include an out-of-band management port.
- Support LACP aggregation of networking ports.
- Support VLAN tagging and identification of multiple broadcast networks incoming on a single physical connection, with ability to apply policy and routing between networks.
- Support for user visibility from end to end, with the ability to apply group and user specific policies at the firewall, routing, threat prevention and URL filtering stages.
- Integration with Active Directory for management and user identification.
- Support for 2500+ users, and no less than 300,000 concurrent sessions.
- Support for Windows, Mac, ChromeOS, iOS and Android client devices.
- Ability to also supply user identification through other means, including, but not limited to, syslog monitoring, custom APIs, and captive portals.
- Full featured reporting, with options for bandwidth utilization, heavily used applications, and per-user tracking and reporting, from end to end.
- Decryption and identification support for SSL traffic, allowing visibility into encrypted web usage for security policies, application awareness, and URL filtering.
- Hardware should be rack mountable.
- Device should be redundant-power supply capable.
- Ability to add a redundant failover device in a high-availability scenario if needed in the future.

Routing and Firewall

- Support for RIP, OSPF and static routing topologies.
- Multicast support for PIM/IGMP and can act as a multi-network rendezvous point.
- Support for a DMZ network with static NAT for servers in said network.
- Port address translation for outgoing traffic, with ability to map internal subnets to specific outgoing addresses.
- Application aware, with support for blocking specific streams of traffic, regardless of port or destination.
- Security policies based on time of day, as well as user or group.
- Support for Quality of Service (QoS) technology, with ability to apply tiered QoS policies based on traffic type, application, destination, or user.
- Packet capture support for analysis and diagnostic purposes.
- Support for VPN connectivity using either SSL VPN or IPsec for 50 remote users.

Threat Prevention

- Cost allocated as ineligible for E-rate funding if using a dedicated device or service.
- Identification and protection from viruses, malware, and network attacks, including Denial of Service (DoS).
- Ability to identify and block malicious software in traffic streams, including, but not limited to HTTP and SMTP.
- Regularly updated definitions, with effort made to protect against new threats and viruses.
- Ability to inspect both incoming and outgoing traffic.
- Geographic-aware for high-risk locations or known threat actors.

URL Filtering

- Cost allocated as ineligible for E-rate funding if using a dedicated device or service.
- CIPA Compliant
- Filtering policies based on time of day, as well as user or group.
- Support for custom whitelists and blacklists, by domain, URL or IP.
- Ability to enforce Safe Search options for search engines that support it.
- Robust categorization of sites, with options to report incorrectly identified URLs.

Maintenance

Year-to-Year Support Costs

Proposals should also include information on the year-to-year support and update costs, even if the first year is included in the purchase of new equipment. Support costs should include services such as in-warranty replacement of defective equipment, support for hardware and software configuration issues, and updated firmware and/or software for bug fixes, security patches, and updates.

Costs for service subscriptions such as threat prevention and URL filtering should also be included and marked as ineligible for E-rate funding.

Information on how support and subscriptions are licensed (per device, per client, per firewall, etc.) should also be included.

Proposal Form

Royal School District

Internal Connections FW-240227

This project is for the upgrade of a border routing and firewall solution for Royal School District.

Royal School District will be applying for Federal Universal Service Funds for this project. All portions of this project are contingent upon the School District receiving E-Rate funding.

Total project price is based on proposed solution indicated by the Technical Specifications of this RFP. Please attach a fully itemized bid document, in addition to this Proposal Form.

Total Project Cost Before Taxes \$ _____

Sales Tax \$ _____

Total Project Cost \$ _____

Portion of Total Project Cost ELIGIBLE for E-Rate Funding \$ _____

Portion of Total Project Cost INELIGIBLE for E-Rate Funding \$ _____

If any state or federal contracts were used in this bid, please list them below:

Contract Name	General Products/services	Contract #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Legal Name of Bidder _____ SPIN # _____

Contact Person _____

E-mail Address _____

Phone Number _____

Business Address _____

(City) _____ (State) _____ (Zip) _____

Street Address _____

(City) _____ (State) _____ (Zip) _____

Signature Title Date

Sample Purchase Contract

Royal School District

Internal Connections FW-240227

This Contract is made by and between Buyer (as defined in the Standard Terms and Conditions) and the Seller (as defined in the Standard Terms and Conditions). Buyer and Seller agree as follows:

1. **Purchase and Sale of Goods.** Seller will sell and deliver to Buyer and Buyer will purchase from Seller the goods, services, information, drawings, documents and other items described in this RFP ordered by Buyer, if any, from time to time during the Term of this Contract (as defined in Paragraph 4 below). Buyer does not guarantee to purchase any minimum or maximum quantities of bid items. Details that are necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Seller without any increase in compensation otherwise payable under this Contract.
2. **Compensation.** As full compensation for the Goods, Buyer will pay Seller the applicable sums for the Goods ordered by Buyer, if any, set forth in accordance with the payment provisions of this Contract.
3. **Term.** The Term of this Contract (“Term”) shall commence on the date of this Contract in accordance with Paragraph 5 below, and, subject to earlier termination as provided in the attached Standard Terms and Conditions, shall end twelve (12) months thereafter. The Term of this Contract may be extended for up to two additional 12-month periods as desired by the Buyer upon satisfactory performance by the Seller. Actual work start date may be dependent upon E-Rate Funding, but will be no earlier than July 1, 2024.
4. **Performance of Work.** Seller shall comply with all of the provisions of this Contract which include the provisions set forth in the following documents and such other documents as may be incorporated into or otherwise made part of this Contract (“Contract”):
 - (a) this Purchase Contract;
 - (b) completed Proposal Form;
 - (c) the Standard Terms and Conditions; and
 - (d) the Technical Specifications.
5. This Contract is contingent upon the School District receiving E-Rate funding through the Federal Universal Service Fund and shall be effective as of the date it is approved by the Board of Directors of Royal School District for execution by Buyer.

Buyer:

Royal School District

By: _____

Title: _____

Date Signed: _____

Address: 901 Ahlers Ave N

Royal City, WA 99357

Seller:

By: _____

Title: _____

Date Signed: _____

Address: _____

Standard Terms and Conditions of Purchase Contract

Royal School District

Internal Connections FW-240227

1. Definitions

- 1.1. The following terms shall have the following definitions whenever used in this Contract:
 - 1.1.1. “Buyer” is defined as Royal School District.
 - 1.1.2. “Seller” is defined as the seller or vendor identified in the Contract. If Seller is composed of more than one person or entity, then each person or entity shall be jointly and severally liable as Seller under this Contract.

2. Price and Payment

- 2.1. Payment of the specified Prices shall constitute full compensation for the Goods and satisfactory performance of all the Seller’s obligations under this Contract. Such Prices shall be subject to adjustment only as specifically provided for elsewhere in this Contract. Should the list price decrease, the cost to the buyer shall be determined by applying the discount percentage to the new list price. Seller shall separately identify on the Schedule of Prices and the applicable invoice of Seller any applicable taxes arising out of the sale of the Goods payable by Buyer. Any time periods specified for accepting any discounts shall commence upon, and Buyer shall pay the appropriate amounts due thirty (30) days after, the later of: (a) the date that Buyer receives Seller’s correct invoice therefor; or (b) the date that Buyer accepts the Goods (together with any required documentation) at the specified destination. If Seller fails to perform in a timely manner any of its obligations under this Contract, then Buyer may, upon ten (10) days advance written notice to Seller of Buyer’s intention to do so, perform or have performed the same and deduct or offset such amount from the compensation payable to Seller under this Contract or otherwise charge to or recover from Seller the cost of such performance. Retainage of 5% will be withheld from each payment.

3. Universal Service Fund (E-Rate)

- 3.1. The District is planning on using Federal Universal Service Funds for substantial funding of this project; therefor the seller should be familiar with this process.
- 3.2. Seller will invoice the Buyer using the discounted invoice, or Service Provider Invoice (SPI) method, once a funding commitment has been approved by the Universal Service Administration Company (USAC) Schools and Libraries Division (SLD).

4. Delivery

- 4.1. Seller shall properly package the Goods for protection against damage or deterioration that may result from shipment, handling, storage, or other cause. Seller shall ship the Goods from the specified point of shipment no later than the specified shipment date and shall deliver the Goods to Buyer FOB the specified destination no later than the specified delivery date. Risk of loss or damage to the Goods shall remain with Seller until delivery of the Goods to Buyer at the specified destination at which time title to the Goods and such risk pass to Buyer.

5. Delays

- 5.1. Time is of the essence in the performance of Seller's obligations under this Contract. However, Seller shall not be liable for delays in delivery due to causes which (a) are not foreseeable; (b) are beyond Seller's control; and (c) cannot be overcome by Seller after using its best efforts to do so; provided that Seller, within three (3) days after the commencement of the delay, or, if earlier, the date on which Seller knew or should have known that the delay would occur, gives Buyer written notice of the circumstances giving rise to the delay, the anticipated duration of the delay, and the action being taken by Seller to overcome or mitigate the delay.

6. Inspection

- 6.1. The Goods shall at all times be subject to inspection, testing, and expediting by Buyer. No Goods shall be deemed accepted prior to final inspection and acceptance by Buyer at the specified destination. Failure of Buyer to inspect goods does not relieve Seller of its obligations or impair Buyer's right to reject defective or non-complying goods.

7. Warranty

- 7.1. Seller warrants that: (a) the Goods shall be free from all defects in design, materials, workmanship, and title; (b) all materials, components, parts and other items incorporated in Goods shall be new, merchantable and of suitable quality for their intended purpose; and (c) the Goods shall conform to the attached Specifications and other requirements of this Contract. Seller shall promptly correct any Goods that do not comply with this warranty. If Buyer requires Seller to make any such correction and Seller thereafter fails or indicates its inability or unwillingness to do so, then Buyer may correct (or cause to be corrected) the non-compliance or otherwise achieve compliance by the most expeditious means available to it and charge to or otherwise recover from Seller the cost thereof. If Buyer rejects any Goods that do not comply with the foregoing warranty, Seller shall have a reasonable time to correct the non-compliance; if Seller fails to correct the non-compliance within a reasonable time, Buyer may cancel this Contract as to the non-complying Goods without any liability or obligation of, or cost to, Buyer with respect to such Goods and without prejudice to any other rights or remedies of Buyer with respect to such non-compliance (e.g., as to damages or cover).

8. Activities on Buyer's Premises

- 8.1. If Seller or any of its subcontractors or suppliers of any tier performs any activities on premises owned, leased, possessed or controlled by Buyer, Seller shall: (a) take all precautions which are necessary to prevent injury (including death) to persons and damage to any property or environment in connection with such activities; and (b) release, defend, indemnify and hold harmless the Buyer from all claims, losses, harm, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorney's fees) that may arise in connection with such activities. Without limiting the generality of the foregoing, Seller waives its immunity under any applicable workers' compensation laws for purposes of this Section 8 and assumes potential liability for actions brought by Seller's employees, subcontractors, or suppliers of any tier.
- 8.2. The Seller shall maintain a comprehensive general liability policy which shall provide bodily injury and property damage liability on Seller's operations; owned, non-owned, and hired vehicles; on work sublet to others; and on the indemnity agreement set out above. The limits of liability insurance shall not be less than the following:
 - 8.2.1. \$1,000,000 per occurrence for bodily injury liability including sickness, disease, or death, and \$1,000,000 bodily injury liability for all occurrences (other than automobiles); and
 - 8.2.2. \$1,000,000 for property damage liability (other than automobiles) because of damage to or destruction of property of others including loss of use thereof caused by one occurrence and \$1,000,000 property damage liability for all occurrences.
 - 8.2.3. As an alternate to subparagraphs 8.2.1 and 8.2.2 above, Seller may insure for \$1,000,000 combined single limit protection for both bodily injury and property damage liability per occurrence and \$1,000,000 general aggregate.
 - 8.2.4. In addition, \$1,000,000 per accident for bodily injury liability, including sickness, disease, or death, and property damage liability because of damage to, or destruction of, property of others, including loss of use thereof arising out of the operation of automobiles.
 - 8.2.5. In addition, the Seller shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than \$1,000,000.
- 8.3. In addition, the Seller shall purchase and maintain insurance for claims under worker's compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$250,000/\$500,000.

- 8.4. The insurance described above shall be in place prior to commencing activities on the Buyer's premises. The Buyer's specification or approval of the coverages or insurance in this agreement or of their amounts are not limits of liability and shall not relieve or decrease the liability of the Seller.
- 8.5. Before exposure to loss can occur, the Seller shall furnish the Buyer with Certificates of Insurance as evidence of all insurance required above. All policies and certificates must be signed copies and shall contain a clause agreeing that such insurance cannot be materially altered (i.e., the coverage reduced, the limits decreased, or the additional insureds removed), allowed to expire, or cancelled without first giving 45 days written notice by certified mail the Buyer. The Seller shall furnish to the Buyer copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits.
- 8.6. If the Buyer is damaged by the failure of the Seller to maintain any of the above insurance, then the Seller shall bear all costs properly attributable thereto.

9. Infringement

- 9.1. Seller releases and shall defend, indemnify and hold harmless Buyer from all claims, losses, harm, liabilities, damages, costs, expenses (including, but not limited to reasonable attorneys' fees) and royalties related to any claim, action, suit or proceeding involving the Goods or any use or intended use of the Goods, which claim, action, suit, or proceeding is based upon infringement (or alleged infringement) of any patent, copyright, mask work, trade secret, trade name or trademark or upon the wrongful use (or alleged wrongful use) of any confidential or proprietary concept, method, process, product, writing, information or other item. Further, if any of the Goods or any use or intended use of the Goods constitutes an infringement of any patent, copyright, mask work, trade secret, trade name or trademark or wrongful use of any confidential or proprietary concept, method, process, product, writing, information or other item, Seller shall:
- (a) procure for Buyer, at no cost to the Buyer, the right to use the infringing item;
 - (b) replace the infringing item with a substantially equal but non-infringing item;
 - or (c) modify the infringing item so that it becomes non-infringing.

10. Compliance with Laws

- 10.1. Seller shall comply (and shall ensure that the Goods and Seller's subcontractors and suppliers of every tier comply) with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereinafter in effect, of any governmental authority. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.

11. Changes

11.1. Buyer may from time to time make changes in the requirements of this Contract (including, but not limited to, additions to or deletions from any Goods, changes in quantities, drawings and specifications for the Goods, suspension of performance, changes in schedule and changes in shipment and delivery dates) by giving Seller written notice of such changes. If any such changes cause an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment in the prices and schedule under this Contract shall be made to reflect such increase or decrease.

12. Termination of Contract

12.1. Buyer may from time to time terminate this Contract as to all or any portion of the Goods not then delivered to and accepted by Buyer by giving Seller written notice of such termination. In the event of any such termination, an equitable adjustment shall be made under this Contract with respect to the terminated Goods for the costs Seller unavoidably incurred as a result of such termination, provided that costs shall in no event exceed the total prices otherwise payable under this Contract for the terminated Goods, less the sum of (a) the estimated costs (plus a reasonable allowance for profit) which would have been incurred by Seller to complete performance with respect to the terminated Goods, and (b) the reasonable value of the terminated Goods at the time of such termination.

13. Successors and Assigns

13.1. Seller shall not (by contract, operation of law, or otherwise) assign this Contract or any right or interest in this Contract, or delegate performance of any of its duties or obligations under this Contract, without the prior written consent of Buyer. Any such assignment or delegation without Buyer's prior written consent shall be voidable at Buyer's option. Subject to the forgoing restriction on assignment and delegation by Seller, this Contract shall be fully binding upon and enforceable by Seller, Buyer, and their respective successors, assigns and legal representatives.

14. Non-Waiver

14.1. The failure of Buyer to insist upon or enforce strict performance by Seller of any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

15. Applicable Law; Courts

15.1. This Contract shall be interpreted, construed, and enforced, in all respects, in accordance with the laws of the state of Washington, without reference to its choice of law principles. Seller shall not commence or prosecute any suit, proceeding, or claim (to enforce the provisions of this Contract, to recover damages of, or default under this Contract or otherwise) arising under or by reason of this Contract, other than in the courts of the state of Washington in Grant County, or the United States District Court for the Eastern District of Washington in Spokane, Yakima or Richland. Seller irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence.

16. Entire Agreement

16.1. This Contract sets forth the entire agreement and supersedes any and all prior agreements, between Seller and Buyer regarding the Goods. No amendment or modification of any provision of this Contract shall be valid unless set forth in a written instrument signed by both parties. Buyer shall not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Contract (whether or not it would materially alter this Contract) and which has been proffered by Seller in any quotation, invoice, shipping document, acceptance, confirmation, correspondence or otherwise, unless Buyer specifically agrees to such provision in a written instrument signed by Buyer. The rights, remedies and warranties afforded to Buyer pursuant to any provision of this Contract are in addition to and do not in any way limit any other rights, remedies or warranties afforded to Buyer by any other provisions of this Contract, by any of Seller's subcontractors, suppliers of any tier, or by law.

17. Employees

17.1. The Seller shall enforce strict discipline and good order among the Seller's employees and other persons carrying out the Contract. The Seller shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contract price or Contract time, the Buyer may provide written notice requiring the Seller to remove from the site any employee or other person carrying out the Contract the Buyer considers objectionable. If the work is being performed at a site in active school use or where there is a likelihood of contact with children, a person shall be unfit if he or she has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or 9A.36 but not RCW 46.61 – motor vehicle violation), the physical neglect of a child (RCW 9A.42), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction.

17.2. The Seller shall comply with all applicable provisions of RCW 49.28, "Hours of Labor".

17.3. Pursuant to RCW 49.70, “Worker and Community Right to Know Act”, and WAC 296-62-054 et seq., the Seller shall provide the Buyer copies of and have available at the Project site a workplace survey or material safety data sheets for all “hazardous” chemicals under the control or use of Seller at the Project site. Seller shall not be entitled to any additional contract time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

18. Prevailing Wages

18.1. Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of the project on site shall be paid less than the “prevailing rate of wage” (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is attached to the executed contract and made a part of the Contract by reference as though fully set forth herein. The Seller shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request.

Mailing Address: Department of Labor and Industries
ESAC Division
P.O. Box 44540
Olympia, WA 98504

Telephone: (360) 902-5335

- 18.2. Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.
- 18.3. The Seller shall indemnify and hold the Buyer harmless, including attorneys’ fees, from any violation or alleged violation of RCW 39.12 by the Seller or any Subcontractor of any tier.
- 18.4. The Seller shall provide the certified copies of Statement of Intent to Pay Prevailing Wages and Affidavits of Wages Paid prior to payment of retainage.

19. Statutes

- 19.1. The Seller shall abide by the provisions of all applicable Washington statutes. Although a number of statutes are referenced in the Contract, it is not meant to be a complete list and should not be relied upon as such.
- 19.2. Law Against Discrimination. The Seller shall comply with pertinent statutory provisions relation to public works of RCW 49.60.
- 19.3. Provisions for Aged and Handicapped Persons. Seller shall comply with pertinent statutory provisions relating to public works of RCW 70.92.
- 19.4. Safety Standards. The Seller shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act", and Chapter 296-155 WAC, "Safety Standards for Construction Work".
- 19.5. Unemployment Compensation. Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Seller shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.
- 19.6. Drug-Free Workplace. The Seller shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.
- 19.7. Tobacco Products. The Board of Directors of the Buyer has established a policy that smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material, or smokeless tobacco products is prohibited on all school district property.

20. Certifications

- 20.1. The Seller also certifies the following:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS: This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110. (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.