



West Ada

SCHOOL DISTRICT

Request(s) Type:

Category Two: Switch Replacement

470 Number: 190011527

RFP: #902105

RFP Release Date: **12/21/2019**

Deadline for Questions: **1/15/2019, 10:00 AM MST**

Proposal Due By: **1/21/2019 10:00 AM MST**

1 General Information

1.1 Purpose

West Ada Joint School District #2 (hereinafter, "District") is seeking a contract with a company (hereinafter, "Respondent") for the following purpose:

- High School Switch Replacement

Specifically, the District is seeking proposals for the following networking switches or equivalent:

- Seventy-five (75) 48 Port Cisco 9200 or Cisco 9300 switches or equivalent
- Seventy-five (75) 24 Port Cisco 9200 or Cisco 9300 switches or equivalent
- Seventy-five (75) Network Modules 4X10 or 8X10 Gigabit SFP+Ethernet or equivalent
- Seventy-five (75) SFP-10G-LRM (Small Form-factor Pluggable) transceiver or equivalent.
- Fifty (50) 3-meter stack cables
- One Hundred and fifty (150) 1-meter stack cables.
- Basic maintenance contracts for all eligible hardware procured as part of this request, including licensing if required.

The Northwest Council for Computer Education (hereinafter, "NCCE") has been retained by the District to manage its E-Rate application and to conduct a fair and competitive bid for the products and services outlined in this Request for Proposal (RFP).

This RFP sets forth:

1. The process whereby interested parties may respond.
2. Instructions regarding the required form and content of the Respondents' proposals.
3. The functional and performance criteria for services.

1.2 Reference Number

The reference number for this RFP is #902105; this number must be referenced on all proposals, correspondences, and documentation related to this RFP.

1.3 Schedule of Events

- RFP Release Date: 1/21/2018
- Deadline for Submission of Questions / Concerns: 1/15/2019 10:00AM MST
- Proposals Due: 1/21/2019 10:00AM MST
- Evaluation of Submissions: 1/22 - 2/13/2019
- Interviews (if required): 1/22-2/13/2019
- Declaration of Apparent Successful Respondent(s): 2/27/2019 (note contract recommendation must be approved by the West Ada School District Board of Trustees).

Desired implementation of all services: July 01, 2019

1.4 Communications Regarding RFP

All questions and comments regarding this proposal must be submitted to Eric Chambers at: <https://tinyurl.com/y7bsemuh>. Note, that if you do not already have an account with Eteгри, you will be asked to create one.

The deadline for submitting questions is 1/15/2019 10AM MST. Most questions will be answered within 48 hours or less. Occasionally, additional time will be required to respond accurately. To ensure your questions are answered prior to bid submitting, please submit your questions early. Note that all interested Respondents will have access to all answered questions.

NCCE and the District reserves to the right to not respond to a question if doing so might violate any of the rules or laws governing this procurement process, gives one Respondent an advantage over another, or any other reason that does not impact the integrity of the procurement process.

Attempts to communicate with any other District employee or agent regarding any of the products, services, or ideas represented in this RFP will be viewed as an attempt to circumvent the competitive bidding process and may lead to the disqualification of your bid(s).

2 Scope of Work

2.1 Replace Switches in the High School

2.1.1 Background

The District is seeking bids to update and add switches at their high schools. With Access control and security functions, the District has the need to increase devices and support those devices on the network.

Currently, the District's standard network implementation includes Cisco 9300 switches with DNA advantage in all its Main Distribution Frame's (MDFs) wiring closets and 9300 switches with DNA essentials in its Intermediate Distribution Frame (IDFs) wiring closets.

2.1.2 General Specifications

Note: *This request is for product only. The District will do all installation and configuration.*

2.1.2.1 Hardware

- Seventy-five (75) 48 Port Cisco 9200 or Cisco 9300 switches or equivalent
- Seventy-five (75) 24 Port Cisco 9200 or Cisco 9300 switches or equivalent
- Seventy-five (75) Network Modules 4X10 or 8X10 Gigabit SFP+Ethernet or equivalent
- Seventy-five (75) SFP-10G-LRM (Small Form-factor Pluggable) transceiver or equivalent.
- Fifty (50) 3-meter stack cables
- One Hundred and fifty (150) 1-meter stack cables

2.1.2.2 Training

Proposers with non-Cisco products must include training plan(s) and cost for training District staff, preferably of an intensity that will lead to certification if available.

2.1.2.3 Basic Maintenance of Device Hardware, Firmware Updates, and Licensing.

Proposals shall include five (5) years of basic maintenance for device hardware, firmware updates and licensing as follows:

- Maintenance plans shall meet the Federal E-Rate definition of "basic maintenance."
- Proposal shall include quotations on an annual basis per E-Rate rules.
- Proposals shall include copies of all warranties for the equipment offered by the Proposer in response to this RFP.
- At the time of delivery, the Vendor must ensure that the latest stable release of firmware is installed in each switch.
- The District must be registered as the device owner with the manufacture.

2.1.2.4 Reseller Authorization

Respondents must include evidence of reseller authorization in their proposal. If you are the manufacture, state this in your response, as described below.

2.1.2.5 Product inspections

All products shall be inspected prior to delivery including:

- Verification that hardware is the material ordered.
- Verification that software and/or licenses are the correct and most current version.

3 Contents of Proposal

All proposals must include the following sections:

Brief Agency Background (Required)

No page limit but you are limited to one file (such as a PDF). Please ensure this document includes enough information to determine if your organization has the background and experience to complete this project if selected.

Compatibility Questions (Provisionally Required)

Proposals that include only Cisco 9200 and 9300 switches, Cisco network modules, and Cisco transceivers are not required to complete the Compatibility Questions as outlined in Appendix A as the District has verified compatibility. All other Proposers must complete all questions listed in Appendix A to be deemed responsive to this requirement.

Training Plan (Provisionally Required)

Proposals that include only Cisco 9200 and 9300 switches, Cisco network modules, and Cisco transceivers are not required to complete the training plan. All other bids must include a training plan sufficient to develop competency in the proposed solution, including installation, configuration, management, troubleshooting and so forth.

Price of Eligible and Ineligible Goods and Services (Required)

No page limit but pricing must be submitted on the attached spreadsheet (Attachment B)

Pricing should be inclusive of all costs associated with the equipment, including tax (if applicable), shipping, and other fees.

Note: Proposers bidding products other than the proposed Cisco switches must include pricing for licensing, if required.

Reseller Authorization (Required).

Page limit: One page. If you are the manufacture, simply state this in your document.

References

The District is specifically interested in the Respondent's experience and responsibility in designing and implementing services that are comparable to the project outlined in this RFP. The Respondent must submit a minimum of five (maximum of ten) relevant references of customers to whom the Respondent provided similar products within the last three (3) years. The District prefers Idaho references, those from school districts, and those for projects of similar sizes. The following information is required for each reference:

- Organization's Name
- Organization's Address
- Contact's Name
- Contact's Email Address
- Contact's Phone Number
- Description of Service
- Installation Date

Affidavit Concerning Alcohol and Drug-Free Workplace (Required)

Must use the form provided as Attachment C.

Idaho/National Sex Offender Registration (Required)

Must use the form provided as Attachment D.

Proposal Guarantees, Performance and Payment Bonds (Provisionally Required)

A surety bond, certified check or cashier's check, made payable to Joint School District No. 2, dba West Ada School District, in the amount of five percent (5%) of the total Proposal, if over \$50,000.00, shall accompany each Proposal. The bond or check of all Proposers will be retained until the award is made to the successful Proposer, a contract is entered into, and the Proposer furnishes a 100% Performance Bond and 100% Payment Bond.

Should a Proposer fail to enter into a contract or not furnish the required Performance Bonds within five (5) business days after his proposal has been accepted by the Notice of Acceptance, his bond guarantee will be forfeited to the District as liquidated damages, not as penalty.

In the event of the successful bidder's failure to execute the contract, this bid surety may be forfeited to Joint School District No. 2 at the sole discretion of the Board of Trustees.

Additional information (Optional)

There is no page limit, but submissions are limited to one file (such as a PDF). You may include white papers, technical specifications, and other information. This will not be scored.

Contract Provisions

In the Appendix of 2 CFR 200 are contract provisions for non-federal entity contracts under federal awards. In addition to other provisions required under this contract, the Federal award must contain certain provisions.

Collusion Statement

Bidder must certify that the bid is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in sham bid or any other person, firm, or corporation to refrain from bidding, and the Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Please see and complete Attachment E

Lobbying Certificate

Per CFR 7.3018-A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over.

Please see and complete Attachment E

Debarment

The Respondent must not be debarred, suspended, proposed for debarment, voluntarily excluded or otherwise declared ineligible to enter a contract with the District by any local, state or federal department or agency. The Respondent agrees to notify the District and the NCCE of any change to this status

Please see and complete Attachment E

Clean Air and Water

Respondent shall be required to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

Energy Efficiency

Respondent shall be required to meet all applicable federal energy conservation and efficiency standards pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201).

4 Submitting a Proposal

Respondents shall provide one signed original, three printed copies, and an electronic copy (in MS-Word or Portable Document Format PDF) via a thumb drive. All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted. Respondents must verify all content before submission as no corrections will be permitted after the proposals are opened. The proposal must be completely sealed and must include both the printed versions and the electronic copy. Proposals must be delivered to:

West Ada School District
Attn: Purchasing
1303 East Central Drive
Meridian, ID 83642

Please write "RFP #902105 across the seal of the envelope or box.

Respondents are solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline. Proposals received after the deadline will not be considered and will be returned unopened.

No responsibility will attach to the District or any District Employee for the pre-opening of, post opening of, or the failure to open a proposal not properly addressed or identified.

4.1 Respondent Contact

The proposal must include the name of the specific individual who will act as the single point of contact for the Respondent during proposal evaluation. The proposal must identify the contact's position in the organization, telephone number, fax number, and e-mail address.

5 Evaluation Criteria

The District will review all proposals for initial compliance including ensuring all required documents and bond(s) are included. Once basic requirements have been met, the District will evaluate responses according to the scoring rubric provided below. The District may ask the top-ranking Respondents to present and/or demonstrate the service(s) included in their proposal according to the schedule of events outlined above.

Factor	Weight
Price of eligible goods and services	30%
Compatibility with District's existing infrastructure	25%
Price of ineligible goods and services	15%
Experience with Proposer	15%

References from previous projects	15%
Total	100%

5.1 Non-Responsive Bids

In addition to the criterion listed in Sections Three and Four, the Respondent's bid responses will be deemed non-responsive by the District and will be rejected without further consideration or evaluation if statements *such as* the following are included:

- "This bid does not constitute a binding offer."
- "This bid will be valid only if this offer is selected as a finalist or in the competitive range."
- "The Respondent does not commit or bind itself to any terms and conditions by this submission."
- "This document and all associated documents are non-binding and shall be used for discussion purposes only."
- "This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties."
- A statement of similar intent.

5.2 Rejection of Proposal

The Board of Trustees reserves the right to accept or reject any and/or all proposals, or portions thereof, and wave any informality which is deemed to be in the best interest of the West Ada School District, including but not limited to:

- Rejecting the proposal of a Respondent who has previously failed to perform properly or complete contracts/projects of a similar nature on time.
- Rejecting the proposal of a Respondent who has previously defaulted on any contract with the District
- Rejecting the proposal of a Respondent who has submitted a proposal with conditional provisions
- Rejecting the proposal of a Respondent who is not, in the opinion of the District, in a position to perform the contract; and or all proposals when such reject is in the interest of the District

6 General Provisions

6.1 Addendum and Other Documents

Any modification of this RFP that results in substantial changes to the Statement of Work will be published in an Addendum to this RFP. This RFP and subsequent addendum, if any, shall be published at the Schools and Libraries Divisions EPC system and posted to the West Ada web site. It is the responsibility of the Respondent to ensure they have reviewed the RFP and any addendum prior to submitting a proposal. If the District makes a

cardinal change to the originating RFP, Respondents *may* be granted additional time to respond.

6.2 Authorized Signature

Every proposal must be signed by the person or persons legally authorized to bind the Respondent to a contract. Proposals submitted by a third-party agent for equipment or services on behalf of another entity, must include a valid letter of authorization, power of attorney, or other documentation sufficient to certify the agent's authority to bind the Respondent

6.3 Availability of Funds

The District's obligation under this RFP and subsequent contract(s) is contingent upon the availability of funds from which payment for contract purposes can be made, including funds from the Federal e-rate program, State matching funds, and the District's general fund.

6.4 Award Rights

The District retains the right to award all or part of the work described in this RFP to one or more Respondents.

6.5 Compliance with Sexual Offender Law

Per Idaho Code 18-8329, the Respondent will prohibit any persons in their employ who are registered or required to register under the sex offender registration act from participation on this project if such participation would require them to enter upon school property. The Idaho/National Sex Offender Registry document must be included in the Respondent's submission.

6.6 Clarifications

The District reserves the right to obtain clarification of any point in the Respondent's response or to obtain additional information necessary to properly evaluate a proposal—if the response otherwise meets the minimum requirements for review as outlined in Sections 4-6 and throughout. Failure of a Respondent to respond to such a request for additional information or clarification may result in rejection of the Respondent's proposal. The District's retention of this right shall in no way reduce the responsibility of the Respondents to submit complete, accurate and clear proposals.

6.7 Cancellation

The District reserves the right to cancel this RFP and all supporting documents at any time. Cancellation notices shall be posted as addendum in the Schools and Libraries Division EPC system and the West Ada website.

6.8 Compliance with Local, State, and Federal Laws

The Respondent must know, understand, and comply with all local ordinances and state

and federal rules, regulations, and laws related to the competitive bid process.

6.9 Compliance with Codes and Standards

It shall be the responsibility of the Respondent to identify all regulatory codes and/or agencies having jurisdiction and governing or affecting the execution of this proposal, and to ensure conformance with those codes and agencies. At a minimum, and without limitation, the execution of this RFP, and all acts of the Respondent selected to perform work described herein, shall conform with and/or follow the guidelines of the following:

- Federal Communications Commission (FCC)
- Universal Service Administrative Co (USAC)
- Idaho Public Utilities Commission (IPUC)
- Occupational Safety and Health Administration (OSHA)
- Federal, State, City and Ada County laws and regulations

Applicable Regulations of the Idaho Department of Labor and Industrial Services State and Federal Anti-Discrimination Laws. This list is not all inclusive.

6.10 Cooperation with the E-rate Program and Program Integrity Reviews

All E-rate applications, including special construction, are subject to detailed questioning during PIA review where the cost of proposed special construction will be reviewed based on the cost of historical fiber builds in the region. Additionally, certain information on necessary special construction is needed to accurately fill out the Form 471. Respondents are required to fill out the special construction table in the West Ada Fiber RFP Worksheet. Additionally, respondents are encouraged (but not required) to submit the additional information listed under the Special Construction Table in the West Ada Fiber RFP Worksheet that will likely be requested during PIA review. If respondents do not submit this additional information with their bid, and their solution is chosen, they must be prepared to promptly provide that information and any additional information not described in this RFP when requested. Please note that Respondents may assist the District with preparing funding requests or responding to PIA questions and may speak directly with PIA reviewers.

6.11 Confidentiality

Proposals received in response to this RFP may be subject to public records requests. It is the responsibility of the Respondent to clearly mark any information that is proprietary or otherwise exempt from federal, state, or local public information requests. (c.f. The Freedom of Information Act, 5. USC § 552 and Idaho Code § 9-337 through 9-350). Marking the entire proposal as “proprietary” may result in the rejection of your proposal.

Any information marked as “proprietary” shall be protected to the best of the District’s

ability. However, the decision to release proposals remains with the District. Respondents, by submission of materials marked "Proprietary Information," acknowledges and agrees that the West Ada School District will have no obligation or liability to the Respondent in the event that it should be required to disclose these materials.

All properly submitted proposals will become public record upon approval of the recommended Respondent by the Board of Trustees.

6.12 Conflict of Interest

Potential conflicts of interest shall not automatically result in the rejection of the proposal, but they must be declared with the proposal.

6.13 Cost Allocation and Ineligible Products/Services

The Respondent is responsible for correctly applying cost allocation to otherwise eligible products and services and correctly identifying ineligible products/services on the bid form.

6.14 Cost of Preparing Proposal

All expenses incurred by the Respondent related to the proposal or the selection process will be borne wholly by the Respondent. No claim for reimbursement of time, material, or travel expenses shall be made by the Respondent or their agents against the District, regardless of the results of the selection process.

6.15 Fair Employment Practices

In the performance of this Contract, the Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, disability or national origin. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, condition of disability, national origin or other prohibited reason. Such action shall include, but not be limited to, the following; employment, promotion, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Section.

The Respondent will permit access to their records of employment, employment advertisements, application forms, and other pertinent information and records by the Affirmative Action/Title IX Programs Section for the purposes of investigation to ascertain compliance with the Fair Employment Practices Section of the Contract.

6.16 Affirmative Action/Equal Employment Opportunity Employer

The West Ada School District is an Affirmative Action/Equal Employment Opportunity Employer, and in accordance with applicable state and federal law does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United States Code which protect persons against discrimination.

6.17 Default by Respondent

The District shall hold the Respondent responsible for any damage that may be sustained because of failure or neglect to comply with any term or condition listed herein.

If the successful Respondent fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the proposal, the District may, upon 30 day written notice to the firm by certified mail or utilizing electronic mail with delivery confirmation, cancel the Contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Respondent.

6.18 Design Limitations of this RFP

This RFP is intended to represent a functional description and performance criteria for required systems. The Respondent is responsible for the actual system engineer and design activities that shall lead to the final system configuration (c.f. "Cost of Preparing Proposal" above).

6.19 Drug-Free Work Place

Proposers acknowledge that, pursuant to Idaho Code, Section 72-1717, the entire District including all instructional and non-instructional facilities are drug-free environments, including smoking, vaping, and the use of all tobacco products. The Proposer further acknowledges that they will comply with the code by providing a drug-free workplace program that complies with Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of the of any contract that comes from this RFP and ensure all subcontractors meet the requirements of Idaho Code, section 72-1717(1)(a). Further, the Proposer is required to submit a signed a notarized copy of the document, "Idaho Drug Free Workplace" found in Section Three, above.

6.20 E-Rate Eligibility

The District is seeking support for this project through the Schools and Library Division of

the Universal Services Administration Company (USAC). Thus, Respondents must:

- Be a participating E-Rate Respondent and maintain a valid SPIN
- Make themselves thoroughly familiar with all E-Rate rules and regulations.
- Clearly identify costs associated with items and/or services that are not eligible for E-Rate discounts.
- Provide all necessary support and documentation required in the event of an E-Rate Program Integrity Assurance and Audit request.

Please note, any contract that results from this RFP is contingent upon qualifying for reimbursement with USAC/E-rate

6.21 Errors in the Proposal

Respondents are responsible for all errors and omissions in their proposal and any such errors or omissions shall not serve to diminish their obligations to the District.

6.22 Inconsistencies

In the case of inconsistencies or disputes among the Agreement, the District's RFP, and the Respondent's Response to the RFP, the following order of precedence shall prevail in descending order of priority:

4. The Agreement and any written and fully signed amendments thereto.
5. The District's RFP and any written amendments thereto.
6. The Respondent's Response to the RFP and any authorized written amendment or clarifications thereto.

6.23 Incorporation of the RFP and Proposal in the Final Agreement

This RFP and the selected Respondent's/Respondents' response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by reference into the District's contract with the Respondent.

6.24 Independent Contractor

The parties intend that an independent contractor-employer relationship will be created by their relationship. The District is interested only in the results to be achieved and conduct and control of the work will lie solely with the Respondent. The Respondent is not to be considered an agent or employee of the District for any purpose, and the employees of the Respondent are not entitled to any of the benefits that the District provides for its employees. The Respondent understands that the District does not intend to use the Respondent's services exclusively.

6.25 Mandatory Contract Provisions

Section 3 and 4 of this RFP establishes minimum mandatory contract provisions that must

be incorporated in any agreement entered between the District and the Respondent, if awarded the project on this RFP. These mandatory provisions may only be amended at the sole discretion of the District. Additionally, these provisions may be amended if determined to conflict with the applicable tariffs on file with the Idaho Public Utilities Commission or other applicable codes, rules, or regulations on the date of contract execution.

6.26 Proposal Disposition

All materials submitted in response to this RFP shall become the property of the District.

6.27 Reseller Authorization

When applicable, Respondent must be able to produce upon request, evidence of reseller authorization from the hardware and/or software manufacture.

6.28 Right to Waive Irregularities

The District reserves the right to waive minor irregularities that do not otherwise impact the mandatory requirements of this RFP. The District also reserves the right to waive mandatory requirements if all the otherwise responsive proposals failed to meet the requirement and doing so does not materially affect the scope of the project.

6.29 Service Provider Identification Number (SPIN)

Respondent must have a valid SPIN at the time the proposal is submitted and must not be in 'red light' status with the Federal Communications Commission as listed here:

<https://apps.fcc.gov/redlight/login.cfm>

6.30 Severability

If any provision or part of a provision of this Request for Proposal is found invalid, illegal, unenforceable, or in violation of FCC rules, that portion shall be modified or severed from this RFP and the remaining provisions deemed valid and enforceable. In the event of a modification or removal of any provision or part of a provision of this RFP, NCCE shall publish an addendum the Schools and Libraries Division EPC system and the West Ada website.

6.31 Taxes and other fees

West Ada School District is exempt from state and federal sales, income, and excise taxes. These should not be included in your proposal.

6.32 Terms of Validity

Proposal should be valid for a period of 180 days or the date of the FCDL, whichever is greater.

6.33 Use of Subcontractors

The Respondent shall, in all cases, serve as the sole point of contact regarding any subcontracted services, equipment, software, and supplies, and shall ensure that any and all subcontractors comply with the terms of this RFP and subsequent Agreement(s). Responsibility for all work shall be the sole responsibility of the Respondent.

6.34 Respondent Prime Contractor Responsibility

If a Respondent's proposal includes equipment, software, or services to be supplied by entities other than itself, it is mandatory for the proposing Respondent to act as prime contractor for the procurement of all products and services proposed to meet this RFP. The Respondent acting as the prime contractor must be the sole point of contact regarding contract stipulations, including payment of any and all charges resulting from the purchase of the proposed equipment, hardware, software, and/or services. The Respondent acting as the prime contractor must take full responsibility for the demonstration, delivery, installation, and acceptance testing of the items proposed to be supplied by its subcontractor. The prime contractor must be the authorized reseller of all provided equipment and services and ensure that such equipment and services are provided with all warranties. The District may require proof of reseller authorization.

6.35 Withdrawal of Proposal

Any Respondent may withdraw his/her proposal, either in person or by written request by contacting Eric Chambers at echambers@ncce.org, at any time prior to the time set for the submission deadline.

No proposal may be withdrawn or modified after the time set for submission deadline, unless and until the award of the contract is delayed for a period exceeding one hundred and eighty (180) days or the date of the FCDL, whichever is greater.

Request for withdrawal is in compliance with Idaho Code 54-1904(c).

6.36 Hold Harmless Clause

Respondent shall defend, indemnify, and hold harmless the DISTRICT and its governing board, officers, employees and agents from and against any and all demands, debts, liens claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgements, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the District, arising from or connected in any way directly or indirectly or as a consequence-of the acts and omissions of Respondent, its agents, or any person, firm or corporation employed by the Respondent, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this

agreement, including, but not limited to, its failure to comply with its obligations under this agreement and under the law.

6.37 Assignment by the Respondent

Respondents may not assign or subcontract any portion of its obligation under any contract that may result from their response to this RFP without prior written consent from the District.