East Valley School District 361

Request for Proposal
Wireless Access Points

RFP 2022-Wireless
Posted 1/25/2022
1. Introduction

1.1. **Purpose of RFP**

This Request for Proposal (RFP) solicits proposals from vendors who can provide the required network equipment to replace the current East Valley School District wireless implementation. East Valley School District will herein be referred to as EVSD or the District.

1.2. **Procuring and Contracting Agency**

This RFP is issued by the EVSD, which is the sole point of contact during the selection process. The Contract resulting from this RFP will also be administered by EVSD. Neale Rasmussen (see below) is responsible for managing the vendor selection process. The District is open to the use of State Master Contracts.

1.3. **RFP Contacts**

All general correspondence and inquiries about this RFP should be submitted in writing to the project team. See Section 4.4 below for more information about submitting inquiries.

The **primary RFP contact** is:

Neale Rasmussen  
Executive Director of Business and Technology  
East Valley School District  
3830 N Sullivan Rd Bldg 1  
Spokane, WA 99216  
Telephone: 509.241.5042  
Fax: 509.755.3503  
E-mail: rasmussenn@evsd.org

The alternate RFP contact is:

Melissa Larsen  
Business Manager  
East Valley School District  
3830 N Sullivan Rd Bldg 1  
Spokane, WA 99216  
Telephone: 509.924.1830  
Fax: 509.927.9500  
E-mail: LarsenML@evsd.org

1.4. **Proposal Due Date**

The proposal is due no later than February 23\textsuperscript{th}, 2022 at 2:00pm.
2. Description of Infrastructure, Products, and Services Sought

2.1. Overview

This RFP is to solicit proposals from vendors who can provide the required network equipment to replace East Valley School District’s current wireless implementation, contingent upon E-Rate funding approval. The RFP includes wireless access points only. Installation will be completed by District staff. Completion of the project will be contingent on E-Rate funding approval and is subject to e-rate funding limits.

2.2. Equipment Technical Requirements / Specifications

2.2.1. General Requirements

Specific access point models are referenced in this RFP. The District will consider other brands and models if they are equivalent to the referenced models. East Valley School District will make the final decision on whether a proposed solution is equivalent based on multiple factors including (but not limited to) compatibility with existing Meraki access points and the Meraki management system and technical specifications of the access points.

Vendor must be eligible to participate in the E-Rate program and must certify that they have not been suspended or disbarred from participating by the FCC or other federal agencies. Vendors must provide a valid SPIN number.

Any contract awarded is contingent upon the receipt of Funding Commitment Decision Letter (FCDL) from the SLD that awards the requested discounts in full. In the event of partial funding or no funding is provided, the District reserves the right to cancel the contract in whole or in part.

East Valley prefers to use the SPI e-rate billing method.

2.2.2. Summary of Equipment and Hardware

<table>
<thead>
<tr>
<th>Model</th>
<th>Quantity</th>
<th>Management License (per AP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meraki MR46 or Equivalent</td>
<td>369</td>
<td>5 years</td>
</tr>
<tr>
<td>Meraki MR56 or Equivalent</td>
<td>9</td>
<td>5 years</td>
</tr>
<tr>
<td>Meraki MR46e or Equivalent</td>
<td>29</td>
<td>5 years</td>
</tr>
</tbody>
</table>

2.3. Delivery/Shipping

The vendor is responsible to deliver all items in good condition to East Valley School District. The vendor is responsible for replacing any items damaged during shipping or that otherwise arrive not in good working order. The vendor is responsible for any and all cost associated with delivery. Shipment tracking information must be sent to the project team once it is available.

All items that need to be shipped should be shipped to:
East Valley School District
Attn: Neale Rasmussen
12325 E Grace Ave
3. Additional Requirements

3.1. **Ownership of Equipment**
All equipment will become the property of East Valley School District once it is delivered and accepted by the EVSD.

3.1. **Invoice Requirements**
At a minimum, every vendor invoice submitted to EVSD must contain the following data elements:
- Vendor invoice number;
- Vendor invoice date;
- Total invoice amount

Questions regarding the invoicing process should be directed to ap@evsd.org

All invoices should be sent via email to ap@evsd.org or to East Valley School District 361, Attn: Accounts Payable, 3830 N Sullivan Rd, Bldg 1, Spokane Valley WA 99216.

4. Preparation and Submission of Proposal

4.1. **RFP Process Calendar**

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/25/2022</td>
<td>Date RFP is posted on the EVSD website</td>
</tr>
<tr>
<td>2/23/2022</td>
<td>Proposals due from vendors at 2:00pm</td>
</tr>
</tbody>
</table>

4.2. **Submission of Proposal**

4.2.1. **Due Dates and Media**
All proposals are due 2/23/2022 at 2:00pm. Bid should be sealed and marked 2022 Wireless Bid. Bids will be publicly opened at 2:00 pm on 2/23/2022

- Electronic Submission. Due to Covid-19, bidders may submit bids electronically. One electronic copy of the proposal in Microsoft Word or Adobe Acrobat PDF format may be e-mailed to EVSD at rasmusenn@evsd.org no later than 2 p.m. PST on the due date. The subject line must contain “2022 Wireless Bid submission” to ensure that the email is not opened prior to the bid opening time.

4.3. **Vendor Qualifications**
All vendors submitting proposals must meet the following minimum qualifications:
- The vendor must be a manufacture authorized vendor of all the equipment proposed.
The vendor must have a current FCC Registration Number (FRN). More information about obtaining an FRN can be found at https://fjallfoss.fcc.gov/coresWeb/publicHome.do.

The vendor must have a current USAC Service Provider Identification Number (SPIN). More information about this process can be found at http://www.usac.org/rhc-pilot-program/vendors/step01/service-provider-id.aspx.

The vendor must be in “good standing” with the FCC, the State of Washington, other federal agencies, and local governments in the service area. Any bidder found to be in FCC “Red-Light Status” will be automatically disqualified.

The vendor must be thoroughly familiar with any and all laws, statutes, rules or regulations related to this project.

4.4. Inquiries about the RFP

Other than the methods described in this document, no other communication between prospective vendors and the project team is permitted during the bidding process, from the time the RFP is posted on EVSD’s website until award of the contract.

Any questions concerning this RFP must be submitted in writing to the project team. Vendors are strongly encouraged to review this RFP and any questions and answers that may posted on the http://www.EVSD.org website before submitting a question. Questions may be submitted:

- By e-mail at rasmusenn@evsd.org OR
- By mail to: East Valley School District
  Attn: Neale Rasmussen
  3830 N Sullivan Rd Bldg 1
  Spokane, WA 99216

Each question and answer will be posted on the project website (http://www.EVSD.org). EVSD will do its best to respond in a timely manner, but an answer may require a response from USAC or the FCC. In no case will a failure of EVSD to answer a submitted question, extend the proposal due date.

EVSD will not identify the source of the question. However, vendors are responsible for phrasing questions in a way that does not reveal their identity, if possible.

4.7. What to Submit: Mandatory Proposal Content

All bidders must submit pricing for the specified equipment as well as 5 year management licenses.

4.8. Fixed Price Period

All prices, costs, and conditions outlined in a vendor’s proposal shall remain fixed for a period of 360 days after award of Contract. A contractor may request a minimum increase in costs upon EVSD approval for new technologies not available at time of bidding. Conversely, if the price of the access points is reduced over the contract period, any access points yet to be purchased may be purchased at the lower rate per LCP requirements.

4.9. Incurred Costs to Propose

EVSD is not liable for any costs incurred by any bidders or vendors prior to the execution of a Contract by all parties.

4.10. Errors and Omissions in a Proposal
A vendor may revise a proposal on its own initiative at any time before the deadline for submission. The vendor must submit the revised proposal in the same manner as the original was submitted. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date.

4.11. Errors and Omissions in the RFP

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify EVSD (at rasmusseenn@evsd.org) of such error and request modification or clarification of the RFP document. In the event it becomes necessary to provide additional data or information, or to revise any part of this RFP, EVSD will provide supplements and/or revisions via email to all vendors who have submitted a letter of intent to bid. EVSD will also post the supplements and/or revisions on the project website, http://www.EVSD.org. Each vendor is responsible for ensuring that its proposal reflects any and all supplements and revisions issued prior to the proposal due date, regardless of how early in the process a vendor submits a proposal.

4.12. Objections to RFP Terms

Should a vendor object on any ground to any provision or legal requirement set forth in this RFP, the vendor must send a written letter setting forth with specificity the grounds for the objection. The letter must be received 7 days before proposal due date (See Section 1.4.). Letters should be sent to:

East Valley School District
Attention: Neale Rasmussen
3830 N Sullivan Rd Bldg 1
Spokane, WA 99216

Objections letters will not be acknowledged by EVSD; if a vendor wants proof of delivery, the letter should be sent by certified mail or some other form of service that provides proof of delivery.

The failure of a vendor to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection and the right to object.


No waiver by EVSD of any provision of this RFP shall be implied from any failure by EVSD to recognize or take action on account of any failure by a vendor to observe any provision of this RFP.

4.14. Ownership and Disclosure of Proposals Submitted in Response to This RFP

Proposals submitted in response to this competitive procurement shall become the property of EVSD. EVSD will share all proposals with internal staff and all the members of the Evaluation Committee. All proposals received shall remain confidential, with the exception of any information EVSD is legally required to disclose.
4.15. **Acceptance of RFP/Proposal Content**

The contents of this RFP and the vendor’s proposal will become contractual obligations, if a Contract ensues. Failure of the vendor to accept these obligations will result in cancellation of the award.

5. **Evaluation / Selection / Award Process**

5.1. **Evaluation Procedure**

The evaluation and selection of a vendor will be based on the information submitted in the proposal, and any required oral presentations and/or demonstrations. Vendors should respond to ALL requirements of the RFP. Failure to respond completely may lead to rejection of a proposal.

5.2. **Evaluation Committee**

EVSD’s Evaluation Committee will consist of EVSD staff. They will be chosen because of their special expertise in procurement of the product(s) and/or service(s) that are the subject of this RFP or because of their knowledge of EVSD’s requirements for these product(s) and/or service(s). Vendors may not knowingly contact members of the Evaluation Committee (other than designated RFP contacts) regarding this RFP or the wireless project except at EVSD’s request. Any intentional, unauthorized contact may disqualify the vendor’s proposal.

5.3. **Evaluation Criteria and Weighting**

The proposals will be reviewed first to determine if all mandatory requirements have been met. Failure to meet any mandatory requirement may result in the proposal being rejected.

Proposals will then be ranked according to total project cost.

5.4. **Contract Award:**

Once bids have been received and evaluated, EVSD will provide copies of all the compliant bids to the Evaluation Committee. The Evaluation Committee will then evaluate the bids and elect a vendor. The Evaluation Committee may request additional information from any bidder. EVSD will notify the selected vendor.

5.5. **Contract Award: Right to Reject Proposals and Negotiate Contract Terms**

EVSD expressly reserves the right to accept or reject any or all bids in whole or in part, to waive any irregularities therein, and to award the Contract(s) to other than the low-cost bidder. EVSD reserves the right to award the Contract to a bidder who, in EVSD’s sole discretion, provides bid quotations that are in the overall best interests of EVSD and this project. If a Contract is awarded, it will be granted to the most responsive and responsible vendor with whom EVSD is able to negotiate a Contract that meets the objectives of the wireless project. The Contract will contain all of the requirements and terms set forth in this RFP, plus such additional terms as are acceptable to EVSD and its legal counsel to carry out the intent of this RFP and address the information submitted by the bidder(s) in response to this RFP. Any agreement entered into as a result of this RFP will be contingent upon USAC and FCC approval.

5.6. **Notification of Intent to Award**
Any vendor who responds to this RFP will be notified by e-mail of EVSD’s intent to award a Contract as a result of this RFP.

6. Additional Information

6.1. Commitment of Funds

The District Superintendent or Executive Director of Business are the only individuals who may legally commit EVSD to the expenditures of funds for a Contract resulting from this RFP.

6.2. Laws That Apply

All proposals submitted in response to this RFP and any Contract shall be subject to all applicable laws and procedures, including, but not limited to, all FCC Orders, Statutes, and USAC requirements mentioned in this RFP.

6.3. Indemnification

EVSD is to be indemnified and held harmless by the vendor and all subcontractors for the vicarious liability of EVSD as a result of this RFP and any resulting Contract(s).

6.3.1. General Indemnification

Vendor agrees to indemnify, defend, and hold harmless EVSD and its administrators, employees, agents, contractors, successors, and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of the: (i) acts or omissions of the vendor, its officers, directors, employees, successors, assignees, contractors, and agents; (ii) any breach of the terms of the Contract by vendor; or (iii) any breach of any representation or warranty by vendor under the Contract.

6.4. Right to Audit / Cooperation with FCC/USAC Auditors

EVSD reserves the right to conduct, at its expense, an independent audit of the vendor’s records pertaining to this project. In the event any question arises during an FCC/USAC audit of EVSD’s project records, the vendor is required to reply to auditor questions about the wireless project within three business days. The FCC and or USAC may audit the winning vendor; vendors are expected to cooperate fully. Failure to cooperate with any audits may result in termination of the Contract.

6.5. Maintenance of Requirements to Do Business and Provide Services

The vendor and any subcontractors, at their cost, shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this RFP and any resulting contract(s) and, where applicable, shall comply with all applicable laws including, but not limited to, those regarding safety, unemployment insurance, disability insurance, and worker's compensation.