

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

E-RATE FUNDING YEAR 2020 – 2021

RFP ID: EESD ERATE 2020 – 21 WAP

PROPOSALS DUE BY:

February 14, 2020, 11:00 AM

## I. INTRODUCTION

### 1.1 Issuing Body

The Enterprise Elementary School District (EESD or District) is issuing this Request for Proposal (RFP) to provide EESD with competitive proposals for MR55 Meraki WAPS or equivalent plus 5-years of Licensing for multiple sites throughout the District as outlined in the bid documents. EESD will evaluate and negotiate the proposals with the bidder who best satisfies the District’s business needs. During this process the district may consider the qualifications of the bidder as a company as well as the individual members. EESD reserves the right to revoke all proposals in the event adequate funding is not available, including E-Rate funding, or if EESD, in their sole discretion, for any reason, otherwise decides to revoke.

### 1.2 Request for Proposal

The District is requesting vendors to provide proposals, which provide a total proposal project cost (see Attachment C – Project Costs Required) for the improvements as listed on Attachment A –Scope of Work and Attachment B – Project Requirements. The proposal also must include per unit prices used to develop the bidder’s total project price. These per unit costs will serve as an upper limit for costs to be applied to any prospective change orders.

## II. PROCUREMENT AND EVALUATION PROCESS

### 2.1 Procurement Schedule and General Instructions

The District has developed the following list of key events from RFP issuance through contract award. All deadlines are subject to change at the District’s discretion.

No.	EVENTS	Key Dates
1	Issue RFP	January 17, 2020
2	Open advertisement in local newspaper	
3	Proposal <b>DUE DATE and TIME</b>	February 14, 2020, 11:00 AM
4	Finish negotiations and award of contract (estimated date)	March 4, 2020
5	Required contract <b>COMPLETION DATE</b> (estimated date)	June 30, 2021

*Award of Quote is contingent upon E-Rate funding and project approval by the EESD Board of Trustees.*

#### 2.1.1 Contact List:

Questions/Clarifications Contact: [erate@eesd.net](mailto:erate@eesd.net)  
EESD - ERate

RFP Submittal Contact: EESD - ERate  
Attention - TS Department  
1155 Mistletoe Lane, Redding, CA 96002

***All RFPs must be sealed when submitted. RFP questions regarding “the improvements” or procedural items should be submitted via email ONLY.***

### 2.2 Request for Clarifications or Modifications

Bidders interested in responding to this solicitation may email any questions regarding “the improvements” to the **Questions/Clarifications Contact** as stated in Section 2.1.1. Bidders may submit questions on procedural matters related to the RFP or requests for modification of this solicitation document, including questions regarding the General Conditions in Section V., to the **RFP Submittal Contact** as stated in Section 2.1.1.

### 2.3 Contact with District

Bidders are specifically directed to NOT contact any District board member, personnel or consultants, other than the contacts listed in Section 2.1.1, for meetings, conferences or discussions that are specifically related to this RFP, at any time prior to any award of a contract. Unauthorized contact with any District personnel or consultants may be cause for rejection of the bidder's response.

### 2.4 Submission of Proposals

#### 2.4.1 Proposals

Proposals must be sealed and mailed to EESD -ERate, 1155 Mistletoe Lane, Redding, CA 96002, up to, but no later than 11:00 a.m. PST on February 14th, 2020. Each email must be clearly titled with the proposal name and proposal number. Any proposal submitted after the Proposal Deadline will not be considered. Proposers are solely responsible for ensuring their proposal is received by the Proposal Deadline.

All requests for information (RFI) regarding this RFP must be e-mailed to [erate@eesd.net](mailto:erate@eesd.net). RFIs are due no later than February 7, 2020. Any RFI submitted after the deadline will not receive a response. The District will post all questions and responses in the form of an addendum at the USAC EPC portal <http://portal.usac.org>.

#### 2.4.2 Authorized Signatures, Validity Period of Proposals

Proposals must include the bidder's name, address, telephone and facsimile numbers, email address and federal tax identification number. The proposal must contain the vendor's E-Rate Service Provider Identification Number (SPIN). The proposal must be signed by a duly-authorized officer or employee of the bidder and include the name, title, address and telephone number of the individual who is the bidder's designated representative.

Proposals will be valid for ninety (90) days after the “Proposal Due Date” specified in Section 2.1. In the event a final contract has not been awarded by the date specified in Section 2.1, the District reserves the right to negotiate extensions to the proposal validity date. Proposals must clearly identify costs associated with items/services that are not eligible for E-Rate discount.

#### 2.4.3 Knowledge of Requirements

The bidder shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification or instruction will be at the bidder's sole risk.

Bidders shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including information given any district-issued clarifications, modifications, amendments or addenda. The District will provide notice to prospective bidders. However, it is the bidder's responsibility to ascertain that the proposal includes all addenda issued prior to the “Proposal Due Date”. The submission of a proposal shall be taken as Prime Facie evidence of compliance with this section.

#### 2.4.4 Bidder E-Rate Participation and Responsibilities

These projects and services depend on partial funding from the E-rate program. Therefore:

- EESD expects each Bidder to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- The vendor is responsible for providing a valid SPIN (Service Provider Identification Number) at the time the bid is submitted.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the Funding Request Number (FRN) at the percentage rate submitted for.
- The maximum percentage the E-Rate Applicant (EESD) will be liable for is the pre-discount amount minus the funded amount as shown on the E-Rate Form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division (SLD) for the funded amount.
- NO billing or work can take place before July 1, 2020.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal.
- The vendor is responsible for providing an FCC Registration Number with their proposal. Any potential bidder found to be in Red-Light Status will be disqualified from participation in the bidding process and will be considered non-responsive.
- All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996.
- The Service Provider will be required to send copies of all forms and invoices, submitted to SLD, prior to invoicing the SLD, to the District for our records.
- All Service Providers will be responsible for procuring the discounted amount from the SLD.
- All proposals are to contain all costs due from EESD, for taxes and shipping as separate items.
- Bid items not eligible for E-Rate discount must be clearly identified. Bid items partially eligible for E-Rate discount must be clearly identified, including what percentage is eligible.

EESD reserves the right to deny any or all proposals associated with this RFP, even if EESD receives SLD funding approval. The District reserves the right to accept the pricing proposal solely dependent upon SLD approval. In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-rate approval.

In addition, the District may use this bid to issue purchase orders and pay for items on a purchase order that are not eligible for E-Rate discounts. The purchase order can be for the site listed in this RFP or for other District site(s). The District will pay the vendor using District funds for these purchases.

#### 2.4.5 Error in Proposal

Any claim by bidder of error in their proposal must be made before "Proposal Due Date" specified in Section 2.1. If an error is claimed after the "Proposal Due Date" the District may reject the proposal at the District's discretion.

## 2.5 Overview of Evaluation Process

### 2.5.1 Evaluation Committee

The District will conduct evaluations of proposals received in response to this RFP. All proposals received from bidders will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee").

2.5.2 Reservation of Rights

The District, at its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.6 or have not scored adequately, in relation to other proposals, to warrant further consideration. The District reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any material or immaterial deviation or defect in a proposal.

The District may accept any item or combination of items as specified in the solicitation, of any proposal, unless the bidder expressly restricts an item or combination of items, in its proposal, and conditions its response on the District purchasing all/certain items for which it provided a proposal.

The District reserves the right to:

1. Negotiate with bidders who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the District can negotiate with other bidders or make no award under this RFP.
2. Reject all proposals and make no award under this RFP.
3. Reconsider any proposal submitted at any phase of the procurement.
4. Meet with bidders to gather additional information during the evaluation process.
5. Reject any and all proposals, in whole or in part, while retaining the right to issue similar RFPs in the future.
6. Award a contract without further negotiations.
7. Independently or jointly enter into a contract with one bidder or multiple bidders.

2.5.4 Requests for Additional Information

The District reserves the right to seek clarification or additional information from any bidder throughout the solicitation process. The District may require a bidder's representative to answer questions during the evaluation process with regard to the proposal. Failure of a bidder to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

**2.6 Minimum Qualifications**

To be considered for full evaluation and possible award, bidders must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise and resources of the bidder's company, individual employees and any proposed subcontractors):

No.	Minimum Qualifications
1	Five years experience providing similar "improvements" to customers of similar size and scope.
2	Neither bidder nor any of its proposed subcontractors are currently under suspension or debarment by any State or Federal Government agency and neither bidder nor any of its proposed subcontractors are tax delinquent with the State of
3	Bidder is responsible for properly participating in the Federal E-Rate program.

The bidder must state specifically in its Executive Summary (see Section 3.1) how it will comply with each minimum qualification specified above. Subject to the District's right and at the District's complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

**2.7 Evaluation Criteria**

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the District. The evaluation will be based upon the criteria below. Although some factors are weighted more than others, all are considered necessary and a proposal must be acceptable in each area to be eligible for award. With regards to cost, the District reserves the right, in their sole discretion, to reject any proposal whose price is outside of the competitive or reasonable range.

Cost of Eligible Products and Services will be the most heavily weighted factor in selecting the awarded vendor. The District will score each weighted factor on a percentage point basis from zero up to the maximum value for that factor. The scores will be added and the highest total score will be selected. The second highest scoring vendor proposal will be the reserve replacement vendor to be selected if a replacement becomes necessary. If the district decides to select portions of the proposal (i.e., Category 1 eligible, Category 2 eligible, non E-Rate eligible) the same scoring rubric will be applied to all portions of all proposals.

The District will evaluate proposals from Vendors on the basis of:

1. 25% - The Vendor's cost proposal.
2. 15% - The Vendor's capability to provide a high quality solution per evaluation of their response to this RFP.
3. 15% - The Vendor's relevant experience, qualifications and success in providing similar network cabling and/or equipment services.
4. 15% - The clarity, simplicity and compliance of the vendor's response to the RFP
7. 15% - The exceptions the vendor proposes to the RFP's terms.
8. 15% - The District's prior experience with the vendor and/or the vendor's references (minimum of three) and written letters of recommendation from institutions and for projects which are comparable to the District and/or this RFP respectively.

## **2.8 Negotiations**

### **2.8.1 Negotiations**

If the District desires to enter into negotiations, the District will do so independently, with the successful bidder, at the District's discretion.

## **III. PROPOSAL FORMAT AND CONTENT**

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays and the like are not necessary or desired. Emphasis should be placed on conformity to the District's instructions, requirements of this solicitation and the completeness and clarity of content.

### **3.1 Proposed Equipment, Services and Terms**

#### **3.1.1 Proposed Equipment and its Capabilities**

This section shall include a description and technical specifications of each product or supply item proposed. This section will include return submittal of the EESD RFP pages or similar: 1) Attachment A – Scope of Work, 2) Attachment B – Project Requirements. Each page, completed Attachments A and B, should be signed and returned by the Bidder documenting the commitment to provide the listed equipment in the manner proposed.

### **3.2 Exceptions to the RFP**

Exceptions not otherwise identified by the material pursuant to Section 3.5 shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the District and a description of the advantages or disadvantages to the District as a result of the exceptions. This includes exceptions to equipment specifications, agreement terms and/or lease terms and conditions. The District, at its sole discretion, may accept or reject any exceptions within the proposal.

When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an "equivalent" item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which will be furnished. The District shall be the sole judge of whether an offered item is the "equivalent" of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.

If the bid submitted is for any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted should be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.

### **3.3 Cost Proposal**

#### **3.3.1 Government Rates**

It is expected that all bidders responding to this solicitation will offer the bidder's government or most favorable comparable rates.

#### **3.3.2 Pricing**

Bidder must submit pricing using the worksheet provided in Attachment C – Project Costs Required in printed and electronic format using a Google Sheet or an Excel (.xls or .xlsx) format file. Pricing shall include all anticipated charges, including but not limited to: required hardware and software components, freight and delivery, cost of materials and product, travel expenses, overhead, profits and other costs or expenses incidental to the bidder's performance.

The District is exempt from Federal Excise Taxes and no payment will be made for any taxes levied on the bidder's or any subcontractor's employee's wages. The District will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All taxes shall be included as separate line items on a bidder's invoice and shall be included in the total cost of the bid.

### **3.4 Required Proposal Forms and Documents**

#### **3.4.1 Required Forms**

- a. Attachment A – Scope of Work, form is optional as bidder may use their own format
- b. Attachment B – Project Requirements, form is optional as bidder may use their own format
- c. Attachment C – Project Costs Required and electronic Excel (.xls/.xlsx) format file
- d. Statement of Acceptance of Terms, in accordance with Section 3.4.2

#### **3.4.2 Acceptance of General Terms and Conditions**

The proposal must include a signed statement as to whether the bidder accepts the General Terms and Conditions in Section V or whether the bidder takes any exception to those terms. The bidder will be deemed to have accepted such terms and conditions, except as is expressly called out in the bidder's response. If exceptions are taken, bidder must submit a "redlined" version of the term or condition showing all modifications proposed. The bidder must provide an explanation as to why the modification is required. The bidder's willingness to accept the General Conditions, with minor

clarifications, shall be an affirmative factor in the evaluation of the bidder's proposal.

Although the District will consider alternate language, the District will not be bound by contract language received as part of a prospective bidder's response. If the bidder requires that the District be bound by some or all of the bidder's contract language, the proposal may be considered non-responsive and may be rejected.

## IV. REQUIREMENTS

The following sections outline the requirements of the bidder, the proposal and the proposed improvements.

### 4.1 Requirements of the Bidder

- 4.1.1 The District is seeking Proposals from established Original Equipment Manufacturers (OEM) or their authorized representatives or competent, reputable and financially solvent independent dealers/installers who have been in the business of installing “the improvements” for a minimum of five (5) years.
- 4.1.2 Bidder must be qualified, by experience and adequate financing, to provide the equipment and services set forth in this RFP.
- 4.1.3 The Bidder shall disclose if, during the past five (5) years, it has made a general assignment or general arrangement for the benefit of creditors; filed a petition for adjudication of bankruptcy or for reorganization or rearrangement which was not dismissed in 30 days; had a trustee or receiver appointed to take possession of any of its assets and for which possession was not restored within 30 days; or had any of its assets subjected to attachment, execution or other judicial seizure which was not discharged within 30 days.
- 4.1.4 *Time is of the essence. Due to the requirements of the California E-rate program, the project must be completed within the E-Rate deadline. Bidder must have sufficient staff resources to timely complete “the improvements” within the contracted timeframe. There will be a penalty of \$250 assessed per day worked past the contracted completion date (which may include agreed upon extensions for time).*

### 4.2 Requirements of the Proposal

- 4.2.1 Bidder shall not ship without a properly executed purchase order.
- 4.2.2 Firm delivery schedules are essential in the performance of the contract to be awarded. A timely delivery schedule shall be stated in the proposal. If the Bidder does not set forth a date of completion in their proposal, their proposal is subject to rejection.
- 4.2.3 Per unit prices will be provided for the components listed on Attachment C – Project Costs Required.
- 4.2.4 Bidder shall identify and separately cost out supplies, equipment that is not eligible for reimbursement under the California E-Rate rules, regulations and guidelines.

### 4.3 Proposed Improvements – “the improvements”

See Attachment A – Scope of Work and Attachment B – Project Requirements for the scope of specific improvements and project requirements.

## V. GENERAL TERMS AND CONDITIONS



1. **AUDIT RIGHTS:** Bidder agrees to maintain records relating to performance and billing by Bidder under this Contract for a period of ten (10) years after final payment. During the period of time that Bidder is required to retain such records, the District or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.
2116245208. **CHANGES:** No change or modification in terms, quantities or specifications may be made without the express authorization in writing from the District.
2116245209. **DELIVERY AND PACKING SLIPS:** Time is of the essence to delivery and any other performance required of Bidder. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds or any other purpose shall be paid by the District unless it is expressly included on the face of the Contract. Unless stated otherwise in this Contract, the shipping point for all deliveries under this Contract shall be F.O.B. "Destination". Unless otherwise shown on this Contract, on "F.O.B. Shipping Point" transactions, bidder shall arrange for lowest-cost transportation, prepay and add freight to its invoice and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Purchase Order number, part number and quantity. Any itemized packing slip bearing the District's Purchase Order number as shown thereon must be left with the goods to insure their receipt.
2116245210. **INDEMNITY:** BIDDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL SATISFACTORY TO THE DISTRICT) AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF BIDDER ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF BIDDER AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COSTS OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF SERVICES.
2116245211. **INSPECTION AND ACCEPTANCE:** Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the District at any time within thirty (30) days after delivery to the District or completions of improvements. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the District and returned or held at Bidder's expense and risk. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or any of its remedies.
8. **INVOICES, PAYMENT AND SETOFF:** The District shall have no obligation to pay for any goods or services until one original and one copy of a correct, itemized invoice for the goods or services is received at the address shown on the face of the Contract. Payment is due thirty (30) days from receipt of a correct, itemized invoice. Each invoice shall be printed on Bidder's standard printed bill form and shall include at a minimum (i) the Purchase Order number, (ii) Bidder's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount and (v) such detail as is reasonably necessary to permit the District to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the District due to rejections of goods or services or discrepancies in an invoice shall be, at the District's option, fully credited against future invoices payable by the District or paid by Bidder within thirty (30) days from Bidder's receipt of a debit memo or other written request for payment by the District. The District shall have the right at any time to set off any amount owing from Bidder to the District against any amount payable by the District pursuant to the Contract or any other transaction or occurrence.
9. **LEGAL COMPLIANCE:** (a) Bidder shall observe and comply with all federal, state, city and local laws, rules and regulations affecting goods and services under this Contract (b) Bidder and its subcontractors, if any, shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Bidder shall ensure that the evaluation and treatment of employees and applicants for employment are free of such

discrimination. Bidder and its subcontractors, if any, shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Bidder shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

10. MATERIAL SAFETY DATA SHEETS: If some or all of the goods being provided by Bidder are on CAL OSHA's "Hazardous Substances List," Bidder shall forward a completed Material Safety Data Sheet (MSDS) to the District.
11. STATUS AS an INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Bidder is an independent contractor and while performing work on or off the District's premises neither it nor any of its agents or employees shall be considered agents or employees of the District. Bidder shall not subcontract or delegate its obligations under this Contract without the prior written consent of the District.
12. TERMINATION: The District may terminate all or part of this Contract for any or no reason at any time by giving notice to Bidder. Should District terminate this Contract for convenience, the District's liability shall be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress and any finished units on hand or (ii) the price, set forth in this Contract, per finished unit, after giving effect to any discount the District would otherwise be entitled to. For termination of any separate services specifically ordered, liability shall be the lesser of (a) a reasonable price for the services rendered prior to termination or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Contract, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, the Bidder shall, unless otherwise directed, cease work and follow the District's directions as to work in progress and finished goods.
13. WARRANTIES: Bidder warrants that all goods delivered shall (a) be free from defects in workmanship, material and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Contract; (c) be of merchantable quality and shall be fit for the purposes intended by the District to the extent disclosed to the Bidder; (d) comply with the requirements of this Contract; and (e) comply with all applicable laws and regulations. Bidder further warrants that skilled personnel in compliance with all applicable laws and regulations shall render all services in a good and workmanlike manner.

Bidder warrants and represents that Bidder's personnel possess such expertise, experience and resources to provide the equipment and services required under the Agreement in a diligent, timely and professional manner consistent with the highest standards of the industry. Bidder warrants that all equipment and services provided will be in conformance with the specifications provided by the equipment manufacturer and the District. Bidder further warrants that all manufacturer's warranties will be assigned to the District or provide comparable warranties. Bidder agrees to unconditionally guarantee all equipment against defects in material, workmanship and performance for a period of one year from the date of acceptance by the District, unless otherwise specified.

The District will not tolerate inoperable, incomplete or otherwise equipment/services not performing at the optimal level. Nor will the District tolerate repeated service calls or requests for repair, correction or other modifications for recurring problems. In the event of more than two service calls for correction within the first year, the District may elect to have equipment immediately replaced. If the District elects to have the equipment immediately replaced with an equivalent unit in new condition, then, the following provisions shall apply:

- Bidder agrees to provide replacement equipment in new condition. Equipment shall not be used or reconditioned condition.
- Bidder shall be responsible for replacing any items received in damaged condition at no cost to the District. This includes all shipping costs for returning non-functional/damaged equipment to the bidder for replacement.
- The warranties set forth will not be subject to any disclaimer or exclusion of warranties or to any limitation of bidder's liability under the Agreement. Bidder will provide a contact person available and authorized to remedy any non-conformity with these warranties.

Bidder is responsible for any damage to the premises of any site as a result of installation or repair and shall repair and restore to its original condition any area so damaged within the time frame designated by the District. While bidder's employees are on District's premises, bidder shall maintain strict work discipline and affect its work in

compliance with governmental laws and occupational health and safety regulations.

Bidder will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to deliver and install "the improvements" under the contract. The Bidder is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the District. The District has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required for performing services under the contract.

Access to District building(s) will be as directed by the District CBO or designee.

Bidder shall not permit any employee who has been convicted of a felony to perform on the contract. District reserves the right to review the personal background and conduct security clearances on the bidder's assigned personnel.

Bidder shall ensure that no equipment or supplies will be delivered to the site(s) prior to the date(s) scheduled after contract negotiation and project scheduling as determined by the District's CBO or designee.

Bidder will retain all confidential information provided by the District or inadvertently obtained while performing service, in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under the Contract entered into between the District and bidder without the prior written consent of the District. Bidder will not issue any public announcements concerning the District without the prior written consent of the District.

Bidder shall be responsible for all material(s) shipped prior to and during installation until the District gives acceptance in writing. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by the District is the responsibility of the bidder.

Bidder shall provide and pay for all materials, labor, tools, transportation and handling and other facilities necessary for the furnishing, delivery and assembly plus inspection before and after installation of all items specified herein.

ATTACHMENT A – SCOPE OF WORK

EESD has significant investment in materials, documentation and training with Cisco Meraki infrastructure and data security solutions. Since interoperability is crucial to the success of the project, EESD is requesting Meraki equipment, or equivalent, in this RFP. The following bill of materials has been created internally by EESD employees and represents the components we believe comprise our desired solution. In order to provide directly comparable cost totals between bidders, bidders must include pricing for the following components, or equivalent, within their pricing response. This will be in “Attachment C – Project Costs Required”.

Please include line item pricing for Meraki MR55, or equivalent, for all components in Attachment C. This service and warranty plan should be 100% E-Rate eligible, but please define each line items E-Rate eligibility percentage.

Bill of Materials (or equivalent)

RFP Items/Part Numbers	Description	E-Rate Eligibility Percent	Quantity	Price Each	Price Total
Wireless Access Points					
MR55-HW	Meraki MR55 Wireless access Point Cloud Managed 802.11ax mGig Compatible AP		141		
LIC-ENT-5yr	Meraki access point with 5 yr licenses		141		

**Enterprise Elementary School District is requesting proposals for Meraki MR55 WAPS or equivalent.**

**Introduction:** Enterprise Elementary School District (EESD) will be upgrading its existing WAPs and is issuing this request for proposal (RFP) so that we can easily evaluate and compare several proposals and, ultimately, choose a supplier for the provision of an enhanced and expanded Wifi network infrastructure. The goal of this project is to upgrade our WAPs for a stronger Wifi network coverage for high density computing device usage in each classroom. However, all Wifi systems will be managed from a central District-wide system console. In addition, the new equipment must be compatible with and work with our existing systems that provide security across the infrastructure, monitoring of that security and health monitoring of the overall network.

Vendors are required to submit proposals for the supply of the WAP. EESD is prepared to install the required equipment. (Attachment C – Project Costs Required) The focus of this RFP is for the vendor to provide EESD with the WAPs we need to upgrade our system.

**References**

- A.** Please provide three (3) reference accounts

**ATTACHMENT C - PROJECT COSTS REQUIRED**

**Summary of Proposed Project Cost:**

**Supply/material/hardware costs**

**Software Costs (if separate)**

**Taxes**

**Total Proposed Project Cost**

**Include pricing for each line item in the bill of materials as seen in Attachment A plus taxes and a total.**

**Complete installation is required and installation must be detailed as a separate line item(s).**

**Proposer Signature:** \_\_\_\_\_