



**MEAD SCHOOL DISTRICT 354**

**2323 E FARWELL RD**

**MEAD WA 99021**

**Request for Proposal**

**District Network  
Firewall Replacements**

**2023-2024  
Category 2 Funding**

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REQUEST FOR PROPOSAL  
For District Network Firewall Replacements  
For Mead School District 354  
**Proposal Due Date: March 9, 2023**

**1. INTRODUCTION AND GENERAL CONDITIONS**

Mead School District 354 will be accepting sealed or email proposals for the upcoming E-Rate funding year at the District Administrative Office at 2323 E Farwell Road, Mead Washington 99021, on or before the 9th of March 2023, until the hour of 11:00 a.m. of said day for District Network Firewall Replacements.

**Proposals will be publicly open and read aloud at the District Administration Center at 11:00 a.m. on said day. All interested individuals are invited to attend.**

**1.1 PROPOSALS**

- a) All proposals must be submitted in writing and in accordance with instructions provided by the District. Proposals received after the time stated in the notice to Bidders will not be considered. Such proposals will remain unopened and be made available for retrieval by the Bidder. This solicitation does not commit the District to pay any costs incurred in the preparation, presentation or return of proposals.
- b) The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having their proposal deposited on time at the place specified.
- c) General and special instruction, in connection with each item against which a proposal is submitted, must be given to constitute a proposal.
- d) The submission of a proposal will be construed to mean that the Bidder is fully informed as the extent and character of the supplies, materials, equipment, and services and is in complete compliance with the specifications.
- e) In all specifications, the words “or equivalent” are **INCORPORATED BY REFERENCE WITH** each item description. The decision of the District as to whether an alternate or substitution is in fact “equivalent” shall be final.

- f) The District must receive written objection to specifications or bidding procedures at least five (5) business days before the date and time upon which bids are scheduled to be opened.

## **1.2 INDEMNIFICATION AND HOLD HARMLESS**

The Vendor shall indemnify and hold harmless the District and its Board of Trustees, officers, employees, agents, representatives, and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, court costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the Vendor and suppliers provided, however, that the Vendor shall not be required to indemnify for the following:

- a) Acts or conduct by third parties, other than the District and its Boards of Trustees, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor;
- b) Acts of intentional misconduct or negligence by the party to be indemnified.

## **1.3 CRIMES AGAINST CHILDREN**

RCW 28A.400.330 prohibits a bidder, or any of its sub-bidders, from utilizing any employee at a public school who has contact with children at a public school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.36 (except motor vehicle violations under RCW 46.61), sexual exploitation of a child under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District to immediately terminate the contract or purchase order.

### **a. DEBARMENT / SUSPENSION**

By participating in this bid/quote (signing and submitting your bid/quote on the Bid/Quote Form) your company certifies that it meets the federal government's requirements below:

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR 3017, for prospective participants in primary covered transactions, as defined at 7 CFR 3017, Sections 3017.105 and 3017.10---

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1.
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **1.4 ANTI-DISCRIMINATION**

The Vendor agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: Employment upgrading, demolition or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

#### **1.5 CONFLICT OF INTEREST**

The Vendor hereby represents, covenants, and agrees that there is no officer or employee of the District forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

## **1.6 GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of Washington with venue in Spokane County.

## **1.7 COMPLIANCE WITH LAWS AND REGULATIONS**

The Vendor agrees to fully comply with all Federal, state and local laws, orders, rules, regulations and ordinances, including but not limited to those relating to industrial insurance, medical aid, unemployment compensation, pension, social security, minimum wages, equal employment, safety standards and building codes.

The Vendor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by the District.

The Vendor shall cause all such persons to preserve and protect all confidential information of the District to which they may have access during the performance of work. The District may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the District, in its sole discretion, may determine. The Vendor shall cause all persons performing work to comply with such modifications.

## **1.8 COSTS AND ATTORNEY'S FEES**

Should legal action be necessary to enforce the terms of the Contract, the prevailing party shall be entitled to its reasonable costs and attorneys' fees.

## **1.9 SANCTIONS FOR BREACH OF PERFORMANCE**

In the event of the Vendor's failure to perform any provisions in the Contract, the District may impose sanctions and seek redress for losses incurred, as appropriate, including, but not limited to, serving notice of default and causing cancellation, suspension, termination, or forfeiture of the Contract, in whole or in part, as the interests of the District dictate.

If the Vendor violates any terms of their proposal, the Contract, school board policy or any law, the District may procure the goods or service from other sources without such procurement constituting an event of default under the Contract and the District reserves all of its rights and remedies thereunder for such breach. Vendor shall not be entitled to any unearned amounts. In addition, the District has the right to disqualify said Vendor from bidding for a period to be determined at the sole discretion of the District. Proposals from disqualified bidders will not be accepted during the period of disqualification.

## **1.10 DIRECTION OF PERFORMANCE**

Vendor agrees to use its best efforts and diligence to promote the best interest of the District. The District will provide general guidance concerning performance of the duties

called for herein; the Vendor shall be exclusively responsible for the management of its employees and equipment in performance of the terms of the Contract.

### **1.11 SEVERABILITY**

In the event that any provisions of the Contract shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

### **1.12 ASSIGNMENTS**

This contract or purchase order shall not be assignable in whole or part without written consent of the District. It is the policy of the Mead School District to withhold consent from proposed assignments, subcontracts, or novation when such transfer of responsibility would operate to decrease the School District's likelihood of receiving performance on the contract or purchase order.

### **1.13 AGREEMENT**

Either a Purchase Order will be provided or the awarded Vendor will be required to sign an Agreement with the Mead School District. Failure to sign the Agreement within ten (10) working days could be cause for elimination from the RFP process.

## **2 GENERAL INFORMATION**

### **2.1 INTENTION**

It is the intent of the District to enter into a Contract or issue a Purchase Order with a single qualified Vendor for Network Firewalls. The Contract or Purchase Order will be awarded to the responsive Bidder with the lowest overall proposal amount that best meets the needs of the District. The decision as to what Vendor best meets the needs of the District shall be the sole responsibility of the District and be final. To be responsive, the Bidder must comply with all District's bidding procedures and the proposal specifications and requirements as set forth herein. To be qualified, the Bidder must have and maintain all the requisite licenses required by statute. If two qualified responsive Bidders provide the same lowest overall proposal amount, the District may select the Successful Bidder in its sole and absolute discretion.

**The proposal will be valid for Category 2 Funding during the 2023-2024 E-Rate year.**

At the District's discretion, additional equipment may be purchased during the time period identified in the RFP, depending on the prices and terms received in the successful proposal. If the District exercises its option to purchase additional quantities of the equipment specified in this Request for Proposal, the Vendor will honor the pricing on the line item for the amount of time designated in each line item's specifications. Should the

price of the line item decrease, the Vendor will notify the District of the price reduction and offer the items at the reduced price.

## **2.2PROJECT SUMMARY**

The sites include 2 High Schools, 1 Alternative High School, 3 Middle Schools and 10 Elementary Schools.

## **2.3 BIDDER QUALIFICATIONS**

For a proposal to be considered by the District, Bidders must comply with all of the District's bidding procedures and the specification requirements as set forth herein.

The Successful Bidder must meet or exceed all minimum RFP qualification requirements. All submitted proposals must provide at a minimum, all requested information in this RFP. **Any portion not included will be cause for elimination from the RFP selection process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the RFP requirements. The District reserves the right to eliminate from further consideration any proposal that is deemed to be substantially or materially unresponsive to the request for information contained in this section.

## **2.4 PROPOSAL QUOTATION**

Prices quoted shall include all shipping and handling costs and shall be for **NEW (not used or refurbished) EQUIPMENT** according to proposal specifications.

## **2.5 PROPOSALS RESPONSE FORMAT**

- a) Clearly stated procurement pricing, documentation, repair, maintenance, and technical support service included in the proposal amount.
- b) All costs must be included in the Bidder's proposal.
- c) When a particular 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 proposal to furnish an item other than that named, but the item offered by the Bidder must state the brand with its number, if any, which Bidder will furnish. The District shall be the sole judge of whether an offered item is an equal substitute for the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood that the Bidder will furnish the item named by the District as the standard of quality and utility.
- d) ALL limitations, expectation, guarantees, warrantees, securities, waivers, and/or agreements that the Bidder expects the District to agree to or comply with must be specified within the proposal.
- e) Please provide the name, model number, list price and discounted price for each piece of equipment being bid. Itemize the pricing for each feature or component. Include complete descriptions.
- f) Please separate the Eligible Cost Equipment and the Ineligible Cost Equipment in your



response.

## **2.6 PROPOSAL DELIVERY**

All Proposals are deemed final upon receipt by the District and shall be delivered in a sealed envelope to:

David Willyard  
Mead School District 354  
2323 E Farwell Rd  
Mead, WA 99021

OR SENT TO THE FOLLOWING EMAIL:

David.Willyard@mead354.org

## **2.7 ANTICIPATED TIMELINE**

RFP Issued: February 8, 2023  
Post 470 and Post Request for Proposal to Mead School District Website: February 8, 2023  
First Newspaper Posting: February 15, 2023  
Second Newspaper Posting: February 19, 2023  
Final Bids Due: March 9, 2023  
Board Approval: March 2023  
Notice of Award and Project Commencement: After Board Approval and E-Rate Funding Commitment Letter  
Project Commencement: July 1, 2023  
Required Completion Date: June 30, 2024

## **2.8 ACCEPTANCE/REJECTION**

The District reserves the right to reject all proposals, and to waive informalities or irregularities with respect thereto, and to contract in the best interests of the District. If the District decides to award the Project, it will be awarded to the qualified responsive Bidder providing the lowest overall proposal that best meets the needs of the District. To be responsive, the Bidder must comply with all bidding procedures, requirements and specifications as set forth in this RFP. To be qualified, Bidder must maintain all required licenses as specified herein.

## **2.9 EXCEPTIONS/VARIANCES**

All exceptions or variances to the proposal specifications must be clearly noted in writing. Failure to do so is cause for rejection of a proposal. Specific brand names are given as an example of quality and include by reference such other brands as are equal to the description provided.

## **2.10 QUESTIONS**

Technical Questions concerning this RFP shall be directed to:  
David Willyard, Network Administrator  
Technology Department  
Mead School District 354  
Office: (509) 465-7659

david.willyard@mead354.org (Preferred Method of Communication)

## **2.11 MATERIAL SAFETY DATA SHEETS**

Material Safety Data Sheets are required for all hazardous and toxic substances.

## **2.12 WARRANTY AND GUARANTEES**

Bidder shall state all conditions of warranty. The minimum acceptable warranty shall be for 90 days from date of written acceptance of unit(s).

- a. If you are the awarded bidder and we wish to purchase additional items, what is the guaranteed period of time we may do so at the bid price?

## **2.13 BID CRITERIA**

Bids will be evaluated based on the following criteria:

Price for Equipment (Greatest Weight)	30
Required Licenses, SPIN, DUNS	15
Vendor Certifications & Experience	15
Quality of the Request for Proposal Response	10
Experience with Mead School District	10
Pricing of Ineligible Equipment & Services	10
References	10

# **3 SPECIFICATIONS**

## **3.1 PROVIDER REQUIREMENTS**

- a) It is preferred the Vendor is properly licensed in the State of Washington and certified to sell the stated equipment as required by Washington State laws. Vendor shall also carry all other licenses or certifications as are required by applicable law and regulations.
- b) Five continuous year's minimum experience in the field is preferred.
- c) It is preferred the Vendor shall have Certified Fortinet staff and shall be a regular full time employee of the Vendor.
- d) It is preferred the Vendor will be a certified at least one year for the products specified.
- e) It is preferred the Vendor will be a Fortinet MSSP expert partner.
- f) It is preferred the Vendor shall have experience working with public K-12 School Districts.

- g) It is preferred the Vendor have a contract with a purchasing cooperative that the District utilizes, i.e.: Washington State Department of Enterprise Services (DES), National Joint Powers Alliance (NJPA), Texas Coop Purchasing Network (TCPN), King County Directors Association (KCDA), US Communities (USC), Public Sourcing Solutions (PSS), Organization for Educational Technology and Curriculum (OETC), Washington Learning Solutions (WLS), and Western States Contracting Alliance (WSCA).
- h) It is preferred the Vendor have a local office in the Spokane or Coeur d'Alene area.
- i) 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.
- j) The Vendor is required to provide a valid SPIN (Service Provider Identification Number) at the time the bid is submitted.
- k) It is preferred the Vendor provide a DUNS Number with their proposal. Any bidder found to be excluded will be disqualified from participation in the bidding process and will be considered non-responsive.
- l) Vendor shall maintain all bids, proposals, records, correspondence, receipts, vouchers, delivery information, memoranda, and all other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District.
- m) Vendor will abide by ALL E-Rate rules, regulations, policies and procedures.

### 3.2 GENERAL INFORMATION

- a) All contracts entered into or purchase orders created as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- b) Applicant expects each Service Provider to make themselves thoroughly familiar with all rules and regulations regarding the E-rate program.
- c) The successful bidder will be responsible for qualifying in the Federal E-Rate program. Items not eligible for E-rate shall be itemized in the bid. Mead School District will pay the vendor using District funds for those non-eligible E-rate purchases.
- d) It is preferred that prices are held firm for the duration of the E-rate funding year or until all work associated with the project is completed.
- e) The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. **The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount. Applicant prefers NOT to provide the form 472 (BEAR).**
- f) **Vendor will maintain e-rate records for a minimum of 10 years<**

### 3.3 Network Firewalls

**SEE ATTACHED SPREADSHEET – E-rate Network Firewall Equipment List  
(PLEASE BID EQUIPMENT AS SPECIFIED OR EQUIVALENT)**

**To obtain all proposal documents please go to the Mead School District web site: [Mead354.org/Our District/Departments/Purchasing](http://Mead354.org/Our District/Departments/Purchasing)**