



# **FEDERAL WAY PUBLIC SCHOOLS**

Each Scholar: A voice. A dream. A **BRIGHT** future.

## **Federal Way Public Schools Bus Cellular Service**

### **RFP FWPS–021324 Bus Wi-Fi**

**Release Date: February 13, 2024**

**Responses Due: March 13, 2024**

#### **Introduction**

Federal Way Public Schools (FWPS) is requesting proposals for monthly school bus cellular data for internet services.

This RFP contains instructions for submitting a proposal, the procedures and criteria by which a Service Provider will be selected and the contractual terms by which the District proposes to govern the relationship between it and the selected Service Provider. All pricing must be broken out by expenses and charges, per bus, as needed for the E-Rate Form 471 process.

#### **Services Requested:**

Federal Way Public Schools is seeking monthly school bus cellular data for internet services for up to 159 buses (not all buses may be activated due to budget considerations).

Minimum Internet download speed: 10 Mbps

Service Location: See map (page 14) showing the geographic area in which the buses will need Wi-Fi service. Bidders must have sufficiently strong signal coverage in this area.

Additional information for Bidders: FWPS buses are currently equipped with CradlePoint R1900 modems and external antennas which are compatible with 4FF-sized SIM cards.

#### **Evaluation Criteria**

The District will evaluate all Proposers. Evaluation of the proposals received in compliance with the RFP instructions will be performed for the purpose of selecting a Proposer(s) who best meets the needs of the District. The Proposer(s) with the highest scores and meets USAC E-Rate guidelines will be selected as the final Service

Provider(s). In evaluating RFP responses, the District will award points to each response up to the maximum points that are listed for each of the following criteria:

- Price of Eligible Service - 50%
- Vendor service best covering Federal Way region – 30%
- Prior experience with District – 20%

Maximum 100 points

### **Selection Process**

Proposals will be evaluated based upon, but not limited to, related experiences of the respondents, Service Provider references, and overall proposal content, as outlined in the matrix. Proposals will be reviewed by District personnel.

The District reserves the right to seek additional information and/or clarification from any Proposer, the right to reject any and all responses received with or without cause, the right to negotiate all final terms and conditions of any agreement entered into with any Proposer that submits a response and also to waive any irregularities or informality if deemed to be in the best interest of the District.

### **References**

Please submit at least two (2) references of recent work, within the past 3 years, with organizations of similar size and located within the state of Washington. Reference information must include: entity name; address; phone number; including the name and email address of contact person.

### **E-Rate Requirements**

It is the intention of FWPS to apply for universal service support under the Schools and Libraries support mechanism (E-Rate program) for the services that are the subject of this RFP. This proposal will be funded only if approved by USAC and if USAC appropriates the funds. Term of this agreement shall be July 1, 2024 through June 30, 2025 with two (2) optional 1-year extensions.

Any Service Provider responding to this RFP must be an Eligible Services Provider as defined under the Federal Communication Commission's E-Rate program and will be required to submit their assigned SPIN (Service Provider Identification Number) and FCC Registration Number as part of its response along with a copy of their Form 498-Service Provider Information Form. If you do not have a SLD SPIN number, or FCC Registration Number, you MUST obtain one before you respond to this RFP.

The District plans to use E-Rate BEAR invoicing for these services at the discount rate indicated on the Funding Commitment Decision Letter.

## Communication/Questions

Service Providers are expected to raise any questions or additional clarifications that they have concerning the RFP document as soon as they become aware of them. Any questions or requests for clarifications must be directed in writing to [rfp@fwps.org](mailto:rfp@fwps.org). The subject line of the email must be labeled “RFP FWPS-021324 Bus Wi-Fi Question”. The only contact allowed with FWPS staff regarding Wireless Refresh RFP is through [rfp@fwps.org](mailto:rfp@fwps.org) as stated above. Unauthorized contact of any FWPS employee is cause for rejection of the bid. Any additional information or clarifications that are provided to one bidder will be provided to all bidders in the form of an addendum posted to the FWPS web site at <http://www.fwps.org/rfp>. Service Providers are responsible for checking this site for any addendum that may be issued.

## Submission of the Response

All responses, either in printed or electronic form, should include the following:

- Respondent’s Name and Address;
- RFP title/number: RFP FWPS-021324 Bus Wi-Fi
- Proposal Due Date: March 13, 2024 @ 2:00 pm
- Vendor SPIN (Service Provider Identification Number)
- Vendor’s map of service availability within the District’s boundaries and identification of any dead zones or areas with limited service availability.
- Completed bid template in Excel (no protected cells) and not in PDF format.
- Itemize and describe any other mandatory charges that the customer must pay to implement the solution, such as software updates, license fees and/or mandatory maintenance or operation charges.
- Two (2) References of recent work

Respondent must submit one (1) digital copy of RFP Response including required Excel Pricing Spreadsheet available at [www.fwps.org/rfp](http://www.fwps.org/rfp) with file name “RFP FWPS-021324 Bus Wi-Fi Pricing Spreadsheet.”

Electronic submissions may be emailed with attachment(s) to [rfp@fwps.org](mailto:rfp@fwps.org). Optional Printed responses shall be delivered to: Federal Way Public Schools, Purchasing Department 33330 8<sup>th</sup> Ave S, Federal Way, WA 98003.

Proposals will be accepted no later than 2:00 p.m. Pacific Standard Time, March 13, 2024. Proposals received after this time will not be accepted. Proposals shall be deemed accepted when time stamped in the FWPS Purchasing Department for physical deliveries or the time stamp of the email receipt.

<b>Milestone</b>	<b>Date</b>
Issue RFP	February 13, 2024
Deadline for Submission of Written Questions	February 26, 2024; 5:00 p.m. PST
Question Responses posted to FWPS Website	February 28, 2024; 5:00 p.m. PST
Proposal Due Date & Bid Opening (non-public)	March 13, 2024; 2:00 p.m. PST ESC Admin Building

Request for Proposal to be advertised in the Daily Journal of Commerce on February 20 & 27.

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**Bus Wi-Fi**

**PROPOSAL CERTIFICATION:** The signature on this RFP certifies that the Service Provider has read this Request for Proposal in its entirety, is authorized to bind the contract, and agrees to furnish the requested supplies or services in accordance with this Request for Proposal. All signatures must be in ink.

**Purchasing Official:** **Lynn Shore, Buyer**  
Phone: 253-945-2051

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

NAME (TYPE OR PRINT) \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

ADDENDUM(s) RECEIVED \_\_\_\_\_

DATE \_\_\_\_\_

## INSTRUCTIONS FOR REQUEST FOR PROPOSAL

**CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.

- 1) **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to Federal Way Public Schools, or any of its officers, authorized agent or official, at reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this contract.
- 2) **CONTRACTOR EMPLOYEES - ACCESS TO CHILDREN:** The contractor is prohibited from employing any person who may have contact with children at public schools during completion of this contract who has pled guilty to or been convicted of crimes listed in R.C.W. 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of this contract.
- 3) **REQUEST FOR PROPOSAL REVIEW:** Carefully review this RFP for defects or objectionable material. RFP comments concerning defects or objectionable material or any questions with regard to this RFP must be made in writing and received by the purchasing authority at least ten (10) days before the RFP opening date. This will allow time for an amendment to be issued if one is required. It will also help prevent the opening of a defective RFP, upon which award cannot be made, and the resultant exposure of RFP prices. All questions or requests for clarification must be directed in writing to [rfp@fwps.org](mailto:rfp@fwps.org). The subject line of the mail must be labeled "RFP FWPS-021324 Question".
- 4) **SUBMITTING RFPs:** Envelopes containing RFPs must be sealed, marked, and addressed as shown in the example below.

Federal Way Public Schools  
Purchasing Department  
33330 8th Ave S  
Federal Way, WA 98003

Additional information to be noted on the submittal envelope must include the RFP title and number, the respondent's name and address, and the RFP opening date and time. Envelopes with RFP numbers annotated on the outside will not be opened until the scheduled date and time. Envelopes not containing this information may result in a rejected RFP.

Respondent's Name and Address  
RFP title/number: RFP FWPS-021324 Bus Wi-Fi  
Proposal Due Date: March 13, 2024 @ 2:00 pm

Request for proposal shall use this and any attached forms in submitting RFPs.

- 5) **PRODUCTS:** Unless otherwise specified, all prices shall be for new merchandise. Bidder may bid on any or all items. Prices bid shall include all handling and packaging costs. Prices bid for equipment shall include cost of instruction and services manuals where appropriate. The District reserves the right to accept Cooperative Agency or state contract pricing in lieu of a bid.

- 6) **PRICES:** The RFP shall state prices in the units of issue. Prices quoted for commodities and service must be in US funds and include applicable federal duty, brokerage fees, packaging, and transportation costs to the FOB point so that upon completion of the service or transfer of title the commodity can be utilized without further cost. The base monthly price quoted must be exclusive of federal, state and local taxes. Any and all installation & configuration costs, estimated surcharges and taxes should be described and clearly differentiable from monthly recurring costs. Federal Way Public Schools is exempt from Federal Excise Tax. Invoices submitted for payment shall include a separate line for all taxes required by State of Washington law. All pricing has been determined independently, without consultation, communication or agreement with others for the purpose of restricting this RFP.
- 7) **ADDENDUMS:** List all addendum(s) received by name and addendum number on page 4, using the Proposal Certification form.
- 8) **SPECIFICATIONS/ALTERNATIVES AND EQUALS:** The District often uses manufacturer's brand and model designations as a specification standard. In some cases, special brands are designated for compatibility with existing facilities or equipment. Offerings of alternate quality of features will, at the District's discretion, be considered on an "alternate" basis. Brands of equal specification, quality, performance, and use may be considered on an "equal" basis; however the District reserves the sole right in qualifying an "equal". All RFPs must include complete description and descriptive literature with the RFP document when an "alternate" or "equal" is bid. If the District accepts a bid on an "alternate" or "equal" basis and the Bidder has bid the wrong item, as determined by the District, the Bidder agrees to pick up the item at their expense and refund any payment for the item within 30 days.
- 9) **PUBLIC DISCLOSURE:** Proposers should clearly identify any material that constitutes valuable formulae, designs, drawings, and research data claimed to be exempt from public disclosure RCW 42.17.310, along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary. The District will attempt to give notice to the proposer of any request for disclosure of such information. Failure to so label such materials or to timely response after notice of request for public disclosure has been given shall be deemed a waiver by the submitting supplier of any claim that such materials are, in fact, so exempt.
- 10) **BIDDER'S CERTIFICATION:** By signature on their proposal, bidders certify that: they have read this Request for Proposal in its entirety; are authorized to bind the Service Provider; and agree to furnish the requested supplies, equipment or services in accordance with this RFP.
- 11) **MISCELLANEOUS:** Illegible RFPs will be rejected. Retain a copy for your records. All RFPs and other materials submitted become the property of Federal Way Public Schools. Public records are open to reasonable inspection by the public.

#### ***GENERAL TERMS AND CONDITIONS***

- 1) **AUTHORITY:** This RFP is written in accordance with R.C.W. 28A.335.190 and the applicable policies of Federal Way Public Schools.

- 2) **COMPLIANCE:** In the performance of a contract that results from this RFP the contractor must comply with all federal, state, and court regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and county taxes.
- 3) **SUITABLE MATERIALS:** Unless otherwise specified, all materials, supplies or equipment offered in the RFP shall be new, unused, of the latest edition, version, model or crop and of recent manufacture. All products offered shall meet or exceed the applicable requirements of OSHA and WISHA.
- 4) **FIRM OFFER:** For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the date of the RFP opening.
- 5) **EXTENSION OF PRICES:** In case of error in the extension of prices in the RFP, the unit prices will govern, in a lot RFP the lot prices shall govern.
- 6) **RFP PREPARATION COSTS:** Federal Way Public Schools is not liable for any costs incurred by the RFP preparation.
- 7) **RFP REJECTION:** Federal Way Public Schools reserves the right to reject any or all RFPs, and to waive informalities or irregularities in any RFP or in the bidding. No faxed, e-mailed, or “postage due” bids will be accepted.
- 8) **ADDENDUMS:** If it is necessary for Federal Way Public Schools to issue an addendum to this RFP it will be promptly posted to the FWPS web site at <http://www.fwps.org/rfp>. All official clarifications or interpretations of the RFP documents will be by written addendum. Clarification given in any other form will be unofficial. It is the bidder’s responsibility to be aware of addendum(s) associated with an RFP and to check the web site noted above for any addendum(s) that may be issued.
- 9) **CONTRACT FUNDING:** Bidders are advised that the District anticipates the availability of funds for this RFP. Quantities identified are the *estimated* number of each item needed and will be used in the RFP evaluation process; however, the District reserves the right to increase or decrease actual quantities ordered. Unit pricing must be valid regardless of quantity ordered. Each item may be awarded individually.
- 10) **ASSIGNMENT (RFP):** Assignment of the rights and duties under a contract or Purchase Order resulting from this RFP is not permitted unless authorized in writing by Federal Way Public Schools Purchasing Department.
- 11) **FORCE MAJEURE:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this agreement, if that failure default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the contractor. For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or



labor because of priority, allocation or other regulations of any governmental authorities, or epidemic/pandemic.

- 12) **LATE RFP'S:** Late RFPs are those received after the date and time set for the receipt of the RFPs **AND WILL BE REJECTED.**
- 13) **DEFAULT:** In case of default by the contractor, for any reason whatsoever, Federal Way Public Schools may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 14) **HOLD HARMLESS:** The contractor will indemnify, hold harmless and defend the school district, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.
- 15) **JURISDICTION:** This RFP has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this RFP shall be governed by the laws of the State of Washington, King County, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this RFP or any provisions thereof, shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in King County, Washington.
- 16) **ORDER DOCUMENTS:** Federal Way Public Schools is not bound by a Service Provider contract signed by a person who is not specifically authorized to sign for Federal Way Public Schools.
- 17) **BILLING INSTRUCTIONS:** Invoices must be billed to the invoicing address shown on the Purchase Order and not to the Purchasing Department. Federal Way Public Schools will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to Federal Way Public Schools, Accounts Payable Department.
- 18) **COPYRIGHT PROVISIONS:** Unless otherwise provided, all Materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by Federal Way Public Schools. Federal Way Public Schools shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title and interest in Materials, including all intellectual property rights, to Federal Way Public Schools effective from the moment of creation of such Materials. Materials means all terms in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 19) **SAMPLES:** In some cases, samples are requested to be furnished by the Bidder at no charge to the District to determine acceptability of any item. All samples must be labeled with Bidder’s Name, RFP Number and RFP Item Number.

- 20) **RFP CHANGES OR WITHDRAWAL:** All changes and erasures must be made before RFP opening date and time, and initialed. Bidder may not withdraw their RFP after the RFP opening.
- 21) **BID BOND:** A bid bond is not required.
- 22) **PAYMENT and PERFORMANCE BOND:** A Payment and Performance Bond is not required.
- 23) **PREVAILING WAGES:** Pursuant to RCW 39.12, the performance of any worker associated with the contract shall be paid no less than the prevailing wages determined by the Industrial Statistician of the Department of Labor and Industries and all Prevailing Wage laws are followed within the chapter. Prior to entering into the contract, an approved Intent to Pay Prevailing Wages shall to be provided to the District.
- 24) **INSURANCE:** The following insurance is required and must be kept in force during the term of the contract. All required insurance must be in place prior to the start of any work. Federal Way Public Schools shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. **Federal Way Public Schools must be named additional insured with endorsement provided.**

**Commercial General Liability**

- (a) Written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and
- (b) \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not limited to: blanket contractual, products/completed operations, broad form property damage, explosion, collapse and underground (XCU) if applicable and employer's liability.

**Automobile Liability Insurance**

Limits no less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

**Professional Liability Insurance**

Limits no less than \$1,000,000.00 per occurrence.

- 25) **CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The Contractor shall not use or disclose any information concerning Federal Way Public Schools, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of Federal Way Public Schools, or as required by law, during the term of this contract and beyond.
- 26) **SEVERABILITY:** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.
- 27) **SCHOOL BOARD APPROVAL:** No contract will be issued until approved by the School Board.
- 28) **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** A Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion form is attached. This form is an integral part of this RFP and must be completely filled in, signed and returned as part of the proposal package in order to be considered as a qualified respondent.

## **POST-BID PROCEDURES**

1. **AWARDS:** The District seeks qualified Service Providers and reserves the right to reject any and all RFPs, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or conditional RFPs. Award of the contract(s) will be made on the basis of RFP price and other factors such as:
  - a) the ability, capacity, and skill of the Service Provider to provide the materials and/or services required;
  - b) the character, integrity, reputation, judgment, experience, and efficiency of the Service Provider;
  - c) whether the Service Provider can supply the materials and/or services within the time specified;
  - d) the quality of performance of previous materials and/or services; and
  - e) the previous and existing compliance by the Service Provider with laws relating to the contract or services.

The District may use any means necessary to assist in the evaluation of any RFP and to establish the responsibility, qualifications, and financial ability of the Service Provider to supply materials and/or services to the District's satisfaction within the prescribed time. The District reserves the right to reject the RFP of any Service Provider who does not pass any such evaluation to the District's satisfaction.

2. **TAXES:** The District is exempt from certain federal taxes. The District is required to remit Washington State Sales Tax for purchases outside of Washington where no sales tax is collected.
3. **DELIVERY:** RFP prices are to be FOB Destination and shipping is to be prepaid and included (by the bidder). All items ordered may not be delivered to the same address within the District. All merchandise is subject to inspection and acceptance by District personnel before final payment.
4. **PACKING LISTS:** Packing lists must accompany all deliveries and include Service Provider's name, purchase order number, RFP item number, unit of purchase, quantity shipped and quantity backordered. Packing lists are not considered invoices.
5. **PAYMENT:** Federal Way Public Schools' payment terms are NET 30. Invoices should be reviewed for accuracy to reflect RFP information and pricing. At discretion of the District, partial payments will be made for partial deliveries.

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FEDERAL DEBARMENT AND SUSPENSION  
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)

In submitting the proposal to provide products and/or services as outlined in the Request For Proposal specifications the prospective Service Provider certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from Federal procurement actions by any Federal Department or Agency. The prospective Service Provider further agrees by submitting this form that it will inform any and all subcontractors of this requirement and document such notification.

Where the prospective Service Provider is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract or cancellation of purchase orders and personal services agreements.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's Responsibilities.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Required Pricing Response Form**

Required Excel Spreadsheet available at <https://www.fwps.org/rfp> with file name "RFP FWPS-021324 Bus Wi-Fi Pricing Spreadsheet.xlsx"

# Federal Way Public Schools



