

# Cheney Public Schools #360 Request for Proposal

OpenEye Equipment and Licensing

# 1. Introduction

## 1.1. *Purpose of RFP*

This Request for Proposal (RFP) solicits proposals from vendors who can provide the required equipment to replace older video surveillance equipment throughout Cheney Public Schools. Cheney Public Schools will herein be referred to as CSD (Cheney School District).

## 1.2. *Procuring and Contracting Agency*

This RFP is issued by CSD, which is the sole point of contact during the selection process. The Contract resulting from this RFP will also be administered by CSD.

## 1.3. *RFP Contacts*

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

The **primary RFP contact** is:

Ryan Spencer  
Technology Director  
Cheney Public Schools 2620 N.  
Sixth St.  
Cheney, WA 99004  
Telephone: 509.559.4955  
Fax: 509.559.4901  
E-mail: [rspencer@cheneysd.org](mailto:rspencer@cheneysd.org)

The **alternate RFP contact** is:

Jamie Reed  
Executive Director of Finance  
Cheney Public Schools  
12414 S. Andrus Rd.  
Cheney, WA 99004  
Telephone: 509.559.4501  
Fax: 509.559.4584  
E-mail: [jreed@cheneysd.org](mailto:jreed@cheneysd.org)

## 1.4. *Proposal Due Date*

The proposal is due no later than **August 2<sup>nd</sup>**, 2024 at 1:00 pm.

## 1.5. **Public Opening**

All bids will be publicly opened and recorded **August 2<sup>nd</sup> 2024** at 4:00 pm at the CSD Information Technology Department Office.

## 2. Description of Products Sought

### 2.1. **Overview**

This RFP is to solicit proposals from vendors who can provide the required surveillance equipment for CSD. The equipment consists of OpenEye server hardware and any necessary licensing. A complete equipment list is provided in Section 2.2.1. Preferred delivery of equipment as soon as possible. It is the districts intent to self deploy the solution, no services necessary. Successful bidder will create customer account and setup admin accounts for CSD to self deploy the solution. All requirements listed are guidelines and CSD has discretion to purchase quantities that fit within their available budget.

### 2.2. **Equipment List Requirements / Specifications**

#### 2.2.1. **Locations**

- A. Salnave Elementary - 1015 Salnave Rd, Cheney, WA 99004
- B. Betz Elementary - 317 N 7th St, Cheney, WA 99004
- C. Cheney High School – 460 N. 6<sup>th</sup> St, Cheney, WA, 99004
- D. Cheney Middle School - 740 Betz Rd, Cheney, WA 99004
- E. Three Springs High School/Home Works!- 12414 S Andrus Rd #104, Cheney, WA 99004
- F. Snowdon Elementary - 6323 S Holly Rd, Cheney, WA 99004
- G. Windsor Elementary – 5504 W. Hallett Rd, Spokane, WA 99224
- H. Westwood Middle School - 6120 S Abbott Rd, Spokane, WA 99224
- I. Sunset Elementary – 12824 W. 12<sup>th</sup> St., Airway Heights, WA 99001
- J. Admin building - 12414 S. Andrus Rd., Cheney, WA 99004
- K. CSD Transportation - 2736 N 6th St, Cheney, WA 99004
- L. IT Department – 2620 N 6<sup>th</sup> St, Cheney, WA 99004

#### 2.2.2. **General Requirements**

Quote must match the included BOM exactly, no substitutes.

Location	Equipment	Upgrade	Software
Transportation	OE-MMX24R	OE-ZPRFUPG-MM2	OE-OWS247-PY qty. 10
Betz	OE-MMX24R	OE-ZPRFUPG-MM2	OE-OWS247-PY qty. 7
Salnave	OE-MMX24R	OE-ZPRFUPG-MM2	OE-OWS247-PY qty. 9
Sunset	OE-MMX48R	OE-ZPRFUPG-MM2	OE-OWS247-PY qty. 22
CHS1	OE-MKX60R		OE-OWS247-PY qty. 34

CHS2	OE-MKX60R		OE-OWS247-PY qty. 34
Snowdon	OE-MMX36R	OE-ZPRFUPG-MM2	OE-OWS247-PY qty. 35
Windsor	OE-MMX36R	OE-ZPRFUPG-MM2	OE-OWS247-PY qty. 11
CMS	OE-MKX60R		OE-OWS247-PY qty. 57
WMS	OE-MKX60R		OE-OWS247-PY qty. 61
TSHS	OE-MMX24R	OE-ZPRFUPG-MM2	OE-OWS247-PY qty. 6
District Office	OE-MMX24R		OE-OWS247-PY qty. 4
*	Upgrade	OE-ZWRNTY2Y 2 Year HW Warranty Extension	

\* Listed as an option

\*\* Another version of this list of materials/licenses is available as well at <https://www.cheneysd.org/our-district/department-directory/information-technology/request-for-proposal>.

### 2.2.2. Proposal Pricing

- Proposals must include brand, model number, SKU, quantity, and itemized price
- All costs must be included in the proposal including any miscellaneous charges such as shipping, travel, per diem, etc.
- Sales tax must be included - 8.1%

## 3. Additional Requirements

### 3.1. Ownership of Equipment

All equipment will become the property of CSD once it is delivered and accepted by CSD.

### 3.3 Invoice Requirements

At a minimum, every vendor invoice submitted to CSD must contain the following data elements:

- Vendor invoice number;
- Vendor invoice date;
- Total invoice amount

Questions regarding the invoicing process should be directed to [jreed@cheneysd.org](mailto:jreed@cheneysd.org)

## 4. Preparation and Submission of Proposal

### 4.1. *RFP Process Calendar*

- Date posted on CSD website: 07/24/2024
- Date for last day to submit questions: 07/31/2024
- Last date to submit “Bid” to CSD: 8/2/2024

### 4.2. *Submission of Proposal*

#### 4.2.1. Due Dates and Media

**Sealed Bid Submission Required.** All submissions for responding to this request must be submitted in a sealed envelope clearly marked “Sealed Bid Enclosed CSD OpenEye Equipment and Licensing” to the location/address listed below:

Cheney School District  
Attn. Ryan Spencer  
2620 N. Sixth St.  
Cheney WA, 99004

**All bids must be received no later than 1:00 pm August 2<sup>nd</sup> 2024** and will be opened/evaluated by the evaluation committee directly thereafter.

### 4.3. *Vendor Qualifications*

All vendors submitting proposals must meet the following minimum qualifications:

- The vendor must be a manufacturer authorized vendor of all the equipment proposed.
- The vendor must be in “good standing” with the FCC, the State of Washington, 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, including, but not limited to:
  - FCC Order 06-144
  - FCC Order 07-198 including correction
  - The Telecommunications Act of 1996
  - Other Applicable Local, State, and Federal Laws

#### **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 CSD'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 posted at <https://www.cheneysd.org/our-district/department-directory/information-technology/request-for-proposal> before submitting a question. Questions may be submitted:

- By e-mail at: [rspencer@cheneysd.org](mailto:rspencer@cheneysd.org) **OR**
- By mail to: Cheney School District  
Attn: Ryan Spencer  
2620 N. Sixth St.  
Cheney, WA 99004

Each question and answer will be posted on the project website <https://www.cheneysd.org/our-district/department-directory/information-technology/request-for-proposal>. CSD will do its best to respond in a timely manner, but an answer may require considerable research time. In no case will a failure of CSD to answer a submitted question, extend the proposal due date. CSD 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.

#### **4.5 What to Submit: Mandatory Proposal Content**

##### **4.5.1 Cover Letter**

A cover letter must accompany the proposal documents. The letter should clearly identify this RFP and the portion of this RFP: CSD 2024 OpenEye Equipment and Licensing RFP, the vendor; the primary contact for the vendor's proposal; and his or her contact information, especially an e-mail address. The cover letter must be signed by an individual authorized and empowered to bind the vendor to the provisions of this RFP and any Contract awarded pursuant to it. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

##### **4.5.2 Executive Summary**

Provide an executive summary with the following information:

- Overview of the vendor's proposed solution(s);
- Vendor Capabilities. Describe the firm's experience and capabilities in providing products to those requested in this RFP.

##### **4.5.3 Technical**

In this section vendors must respond in full and with specificity to *Part 2* of this RFP ("Description of Infrastructure, Products, and Services Sought"). The vendor's proposal

must detail how the proposed equipment will meet all of the requirements of this RFP.

Responses should include the manufacturer's hardware specification/data sheet for each proposed model of equipment. These items may be provided as attachments to the proposal.

#### **4.5.4 Miscellany**

All prices, costs, and conditions outlined in a vendor's proposal shall remain fixed for of the term of the Contract.

#### **4.6 Incurred Costs to Propose**

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

#### **4.7 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.

#### **4.8 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 CSD (at [rspencer@cheneysd.org](mailto:rspencer@cheneysd.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, CSD will provide supplements and/or revisions via email to all vendors who have submitted a letter of intent to bid. CSD will also post the supplements and/or revisions on the project website, <https://www.cheneysd.org/our-district/department-directory/information-technology/request-for-proposal>. 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.

#### **4.9 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 15 days before proposal due date (See Section 1.4.). Letters should be sent to:

Cheney School District  
Attention: Ryan Spencer  
2620 N. Sixth St.  
Cheney, WA 99003

Objection letters will not be acknowledged by CSD; 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.

#### **4.10 No Waiver of RFP Provisions**

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

#### **4.11 Ownership and Disclosure of Proposals Submitted in Response to This RFP**

Proposals submitted in response to this competitive procurement shall become the property of CSD. CSD 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 CSD is legally required to disclose, including complying with the FCC.

#### **4.12 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 or reduction in points.

#### **5.2. Evaluation Committee**

CSD's Evaluation Committee will consist of CSD 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 CSD's requirements for these product(s) and/or service(s). Vendors may not knowingly contact members of the Evaluation Committee (other than the primary and alternate RFP contacts) regarding this RFP except at CSD'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 using the following criteria:

- 50% - Cost of eligible good and services
- 25% - Vendor history with OpenEye
- 15% - Understanding of needs
- 10% - Prior experience with vendor

### **5.4. Contract Award:**

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

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

CSD 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 however it will go to the most cost effective bidder. CSD reserves the right to award the Contract to a bidder who, in CSD's sole discretion, provides bid quotations that are in the overall best interests of CSD and this project. If a Contract is awarded, it will be granted to the most responsive and responsible vendor with whom CSD is able to negotiate a Contract that meets the objectives of this project. The Contract will contain all of the requirements and terms set forth in this RFP, plus such additional terms as are acceptable to CSD 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.

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary. The term dates for contracts resulting from the posting of this RFP are August 1, 2024 – August 1, 2025.

### **5.6. Notification of Intent to Award**

Any vendor who responds to this RFP will be notified by e-mail of CSD's intent to award a Contract as a result of this RFP.

## **6. Additional Information**

### **6.1. 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 and Statutes.

## **6.2. Indemnification**

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

### **6.2.1. General Indemnification**

Vendor agrees to indemnify, defend, and hold harmless CSD 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.

## **6.3. Right to Audit / Cooperation with FCC**

CSD 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 audit of CSD's project records, the vendor is required to reply to auditor questions about the project within three business days. The FCC may audit the winning vendor; vendors are expected to cooperate fully. Failure to cooperate with any audits may result in termination of the Contract.

## **6.4. 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 contact(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.