E-Rate Eligible Wide Area Network (WAN) Services and Fiber Solutions

Long-Term Managed WAN Solution

RFP #2026-011

Evergreen Public Schools

Information Technology
Administrative Service Center

Prepared By

Robert Gardner	Director of Information Technology
Tyler Mayfield	Network Coordinator
Pamela Bowman	Purchasing Technician Specialist

INTRODUCTION **7**
PURPOSE **8**
District Contacts 8
SCHEDULE OF EVENTS **10**
SECTION 1 INFORMATION FOR PROPOSALS **11**
1.1 SCOPE – GENERAL INFORMATION – PURPOSE OF PROPOSAL 11
1.1.1 Definitions 11
1.1.2 General 12
1.2 TERM OF AGREEMENT 12
1.2.1 Continuity of WAN Service 12
1.2.2 Questions 13
1.2.3 Pre-Proposal Conference 13
1.2.4 Proposal Due Date and Submission 13
1.2.5 News Releases/Publicity 14
1.2.6 Project Scope 14
1.3 OVERVIEW 14
Bandwidth Requirements 15
1.4 GENERAL NETWORK REQUIREMENTS 15
1.4.1 Overview of Available WAN Service 15
1.4.2 Standard Service Levels 16
1.4.3 Service Level Agreement (SLA) 16
1.4.4 Network Management Reporting 17
1.4.5 Network Management Capabilities 17
1.4.6 WAN Specifications 18
1.4.7 Administrative Service Center / Core Requirements 18
1.4.8 New Fiber / Construction Requirements 19
1.5 PROJECT MANAGEMENT 19
1.5.1 Account Manager 20
1.5.2 Project Manager 20
1.5.3 Lead Engineer 21
1.5.4 Contractor Responsibilities 21
1.5.5 Drawings and Project Documentation 22
1.5.6 Project Scheduling 22
1.5.7 Risk and Issue Management 23
1.5.8 Project Meetings and Progress Reporting 23
1.6 MATERIALS, EQUIPMENT, AND HANDLING 24
1.6.1 Contractor-Furnished Materials and Equipment 24
1.6.2 Shipment, Delivery, and Handling 24
1.6.3 District-Furnished Materials or Facilities 24
1.7 SAFETY 25
1.8 PROJECT ACCEPTANCE 25
1.8.1 Request for Acceptance 25

1.8.2 Acceptance Process....26
1.8.3 Interim WAN Service....26
1.8.4 Billing Following Acceptance....26
1.9 COOPERATIVE WORK....27
1.10 PERSONNEL STANDARDS....27
1.11 LICENSES AND PERMITS....28
1.12 DISTRICT PREMISES....28
1.12.1 Site Check-in....28
1.12.2 Student Contact....28
1.12.3 Drug-Free Workplace....29
1.12.4 Tobacco Free Workplace....29
1.13 REGULATORY REFERENCES....29
1.14 FINAL PROJECT DOCUMENTATION....29
1.15 MAINTENANCE OF RECORDS....29
1.16 STANDARDS FOR INSTALLATION OF FIBER CABLE INFRASTRUCTURE....30
1.17 STANDARDS FOR QUALITY AND PERFORMANCE....30
1.18 SERVICE PROVISIONING....31
1.19 TESTING REQUIREMENTS....31
1.20 TRAINING REQUIREMENTS....32
1.21 MAINTENANCE REQUIREMENTS....32
1.22 SUPPORT CAPACITY....32
1.23 PERIODIC SERVICE REVIEW....33
SECTION 2 VENDOR RESPONSES....33
2.1 SOLICITATIONS....33
2.2 PROPOSAL RESPONSES AND PRICING....33
2.3 ITEMS TO BE SUBMITTED WITH PROPOSAL....34
2.3.1 Cover Letter....35
2.3.2 Executive Summary....35
2.3.3 Technical Response....35
2.3.4 Implementation and Construction Plan....35
2.3.5 Continuity of Service Plan....36
2.3.6 Project Schedule....36
2.3.7 Corporate Profile and Qualifications....36
2.3.8 Staffing and Project Team....36
2.3.9 Trouble Reporting and Support Procedures....37
2.3.10 References....37
2.3.11 Proposal Summary....37
2.3.12 Proposal Due Diligence and Pricing Completeness....37
2.3.13 Pricing Certification....37
2.3.14 Exceptions and Deviations....38
2.3.15 Sample Contract....38
2.4 PRE-AWARD VALIDATION....38

2.5 RIGHT TO COMPETITIVE SERVICES FROM OTHER PROVIDERS..... 39
2.6 RFP AND PROPOSAL AS PART OF THE CONTRACT.....39
2.7 PREVIOUS CONTRACTS WITH VENDOR.....39
2.8 PRICE ESCALATION/DE-ESCALATION..... 39
2.9 “LAST MILE” COSTS..... 40
2.10 SUPPORT AND DOCUMENTATION FOR E-RATE REVIEW..... 40
2.11 MOVES, ADDS, AND CHANGES..... 41
SECTION 3 SELECTION CRITERIA.....42
3.1 EVALUATION AND AWARD..... 42
3.1.1 Proposal Review.....42
3.1.2 Unbalanced or Incomplete Pricing.....42
3.1.3 Selection Committee..... 42
3.1.4 Evaluation Points Matrix.....43
3.1.5 Scoring Considerations..... 43
3.1.6 Interviews..... 43
3.1.7 Pre-Award Validation.....44
3.1.8 Notice of Intent to Award..... 44
3.1.9 Rejection of Proposals.....44
3.1.10 Proposer Notification..... 44
3.2 PROTEST PROCEDURES..... 44
3.2.1 Protest of Solicitation or Specifications..... 45
3.2.2 Protest of Proposed Award.....45
3.2.3 District Decision.....45
3.2.4 Effect on Procurement Schedule.....45
3.3 RESERVATIONS.....45
SECTION 4 CONTRACT TERMS AND CONDITIONS..... 46
4.1 PREVAILING WAGES AND PUBLIC WORKS REQUIREMENTS.....46
4.1.1 Prevailing Wage Requirements..... 46
4.1.2 Intents, Affidavits, and Payroll Documentation.....46
4.1.3 Responsible Bidder and Subcontractor Requirements..... 46
4.1.4 Apprenticeship Utilization..... 47
4.1.5 Contractor Responsibility.....47
4.2 DURATION OF PROPOSALS.....47
4.3 SERVICE AND COMPLETION OBLIGATIONS..... 47
4.4 LIQUIDATED DAMAGES..... 47
4.4.1 Schedule of Damages..... 47
4.4.2 Reasonable Estimated Compensation..... 48
4.4.3 Excusable Delay.....48
4.5 SUSPENSION OF WORK.....48
4.6 APPLICABLE CONSTRUCTION AND TECHNICAL REQUIREMENTS..... 49
4.7 NON-DISCRIMINATION.....49
4.8 COST TO PREPARE PROPOSALS..... 49

4.9 HOLD HARMLESS/INDEMNIFICATION....49
4.9.1 District Responsibility....49
4.9.2 Contractor Responsibility....49
4.9.3 Attorney's Fees and Costs....50
4.10 PAYMENT AND BILLING....50
4.11 E-RATE REQUIREMENTS....50
4.11.1 Service Provider Eligibility....51
4.11.2 E-Rate Documentation and Cooperation....51
4.11.3 Eligible and Ineligible Costs....51
4.11.4 Lowest Corresponding Price....51
4.11.5 Supply Chain Compliance....52
4.11.6 Competitive Bidding Integrity....52
4.11.7 E-Rate Funding....52
4.12 ASSIGNMENT, SUBCONTRACTING, AND CHANGE OF CONTROL....52
4.13 CONTRACTOR DEFAULT....53
4.14 TERMINATION FOR CAUSE....53
4.15 CONTRACTOR TERMINATION RESTRICTIONS....53
4.16 FORCE MAJEURE AND EXCUSABLE DELAY....54
4.17 CHANGES TO CONTRACT....54
4.18 NON-INTERFERENCE WITH DISTRICT OPERATIONS....54
4.19 PERMITS, LICENSES, AND APPROVALS....54
4.20 PROPERTY PROTECTION AND RESTORATION....55
4.21 WORKMANSHIP AND CLEANUP....55
4.22 SPECIFICATIONS AND PLANS....55
4.22.1 Changes to Specifications and Plans....55
4.23 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE....55
4.24 DELIVERY, IMPLEMENTATION, AND COMPLETION....56
4.25 PURCHASE ORDERS....56
4.26 PERFORMANCE AND PAYMENT SECURITY....56
4.26.1 Public Works Bond Requirement....56
4.26.2 Bond Form and Surety....57
4.26.3 Statutory Alternatives....57
4.26.4 Other Performance Security....57
4.26.5 Public Works Retainage....57
4.26.6 Continued Contractor Responsibility....57
4.27 INSURANCE....58
4.27.1 Certificate of Insurance....58
4.27.2 Minimum Coverage....58
4.27.3 Additional Insured....58
4.27.4 Cancellation or Material Change....58
4.27.5 Workers' Compensation Insurance....59
4.27.6 Subcontractors....59

4.27.7 Self-Insurance..... 59
4.28 DEBARMENT AND SUSPENSION.....59
4.29 SITE CLOSURE AND FACILITY CONSOLIDATION..... 59
4.30 SEVERABILITY.....60
GENERAL INSTRUCTIONS TO PROPOSERS – FORM A.....61
1. Proposal Submission.....61
2. District Reservations..... 61
3. Proposal Format.....61
4. Authorized Signature.....61
5. Proposal Certification..... 61
6. Proposal Deadline.....62
7. Pricing..... 62
8. Pricing Errors or Inconsistencies.....62
9. Equivalent Products or Solutions..... 62
10. Alternate Solutions..... 63
11. Addenda..... 63
12. Questions and Clarifications.....63
13. Proposal Costs.....63
14. Due Diligence.....63
15. Exceptions.....63
16. E-Rate Requirements.....64
17. No Guarantee of Award.....64
18. Contract Formation.....64
19. Proposal Incorporation..... 64
20. Responsibility for Subcontractors and Third Parties..... 64
APPENDIX A - WAN LOCATIONS.....65
WAN Sites..... 65

INTRODUCTION

Evergreen School District No. 114
13413 NE LeRoy Haagen Memorial Drive
PO Box 8910
Vancouver WA 98668-8910
Purchasing (360) 604-4084

October 30, 2026

REQUEST FOR PROPOSAL:	E-Rate Eligible Wide Area Network (WAN) Services and Fiber Solutions RFP #2026-011
PRE-PROPOSAL CONFERENCE:	Thursday, November 12, 2026 Conducted via Zoom Contact Robert Gardner for Zoom link
RFP DUE DATE:	**Tuesday, December 1, 2026** 2:00 PM Note: Proposals will be received until this time.

This Request for Proposal is issued under RCW 39.04.270. Evergreen School District No. 114 (District) invites qualified service providers to submit proposals for E-Rate Eligible Wide Area Network (WAN) Services and Fiber Solutions under RFP #2026-011.

The District is seeking a long-term, managed, private WAN solution serving District schools and facilities. The proposed solution may utilize existing provider infrastructure or include construction of new provider-owned fiber facilities.

The District's existing WAN arrangement is scheduled to end June 30, 2027. Regardless of the permanent solution's construction schedule, the successful Contractor will be responsible for ensuring uninterrupted District WAN connectivity beginning July 1, 2027, as further described in this RFP.

Your proposal must be received in a sealed envelope to the Evergreen School District Purchasing Department no later than 2:00 PM on **Tuesday, December 1, 2026** to be considered.

Proposers are expected to provide full warranty and service capabilities in the Portland/Vancouver Metropolitan area for all systems and infrastructure being proposed.

Proposal documents will be available beginning Friday, October 30, 2026 at the following URL:

https://sites.google.com/evergreenps.org/bids-proposals/home

Please refer to this site for any RFI responses or RFP extensions or addendums.

PURPOSE

Evergreen School District No. 114 is seeking competitive proposals for E-Rate Eligible Wide Area Network (WAN) Services and Fiber Solutions to support both immediate service-continuity requirements and the District's long-term network strategy.

The District's primary goals are to:

1. Provide scalable, symmetrical fiber connectivity that meets the varying bandwidth requirements of District locations and allows bandwidth to increase or decrease during the contract term without unnecessary contract extensions or disproportionate cost increases.
2. Provide a resilient, highly available metro-area network architecture that supports direct communication among District locations, logical separation of traffic, multiple VLANs, and future network growth.
3. Maintain uninterrupted WAN connectivity while transitioning from the existing network to the selected long-term solution.
4. Obtain predictable and sustainable long-term pricing based on a solution the proposer has fully evaluated from a technical, construction, operational, and financial standpoint.
5. Provide the District with appropriate network monitoring, management, service-level commitments, implementation support, and ongoing operational support.

This RFP does not include Internet service. District Internet connectivity is procured separately.

Proposers shall provide a complete turnkey solution and shall include all labor, equipment, materials, engineering, permitting, construction, installation, testing, project management, transportation, and other services necessary to provide the proposed solution. Pricing shall include all costs necessary to deliver the proposed service unless an exclusion is expressly identified in the proposal and accepted by the District.

District Contacts

The Fiscal Services and Information Technology (IT) Departments are the sole points of contact concerning this RFP. Please address all questions in an email format to the following three individuals:

- Pamela Bowman, Purchasing Technician Specialist - Pamela.Bowman@evergreenps.org
- Robert Gardner, Director of Information Technology - Robert.Gardner@evergreenps.org
- Tyler Mayfield, Network Coordinator - Tyler.Mayfield@evergreenps.org

PLEASE MARK THE LOWER LEFT CORNER OF YOUR PROPOSAL WITH THE FOLLOWING:

RFP TITLE: E-Rate Eligible Wide Area Network (WAN) Services and Fiber Solutions
RFP #2026-011

PROPOSAL DUE DATE: **Tuesday, December 1, 2026 @ 2:00PM**

PLEASE SUBMIT ONE ORIGINAL AND FOUR (4) COPIES OF YOUR PROPOSAL IN A SEALED ENVELOPE AS FOLLOWS. ALL EXTERNAL ENVELOPES MUST BE MARKED WITH “2026-011”:

If sent via U.S. mail:
Evergreen School District No. 114
Purchasing Department – RFP #2026-011
PO Box 8910
Vancouver WA 98668-8910

If hand delivered:
Evergreen School District No. 114
Administrative Service Center
Purchasing Department - RFP #2026-011
13413 NE LeRoy Haagen Memorial Drive
Vancouver, WA 98684

If sent via UPS/FedEx:
Evergreen School District No. 114
Purchasing Department – RFP #2026-011
2205 NE 138th Avenue
Vancouver WA 98684-7228

Electronic Copy Requirement
In addition to the required physical proposal submission, Proposers shall provide one complete electronic copy of their proposal by email to **itpurchasing@evergreenps.org** no later than the proposal due date and time.

The electronic submission should include all proposal documents, pricing forms, certifications, attachments, and supporting materials submitted with the physical proposal. PDF format is preferred for proposal documents; pricing spreadsheets should be provided in their original spreadsheet format when applicable.

The email subject line shall include:
RFP #2026-011 – WAN Services and Fiber Solutions – *[Proposer Name]*

The physical proposal received by the District Fiscal Services Department will remain the official proposal of record unless otherwise stated by the District.

Thank you for your time and interest in this proposal.
Sincerely,

Pamela Bowman
Purchasing Technician Specialist
Telephone: 360-604-4084
Fax: 360-604-4101

Enclosure: GENERAL INSTRUCTIONS TO PROPOSERS – FORM A

SCHEDULE OF EVENTS

TIMELINE:

Date	Event	Days
October 30, 2026	RELEASE OF REQUEST FOR PROPOSAL FCC FORM 470 FILED RFP POSTED ON DISTRICT WEB SITE	0
November 9, 2026	QUESTION SUBMITTAL DEADLINE – 4:00 PM	10
November 12, 2026	PRE-PROPOSAL CONFERENCE – VIRTUAL VIA ZOOM – 10:00 AM	13
November 27, 2026	E-RATE ALLOWABLE CONTRACT DATE / 28-DAY WAITING PERIOD COMPLETED	28
December 1, 2026	PROPOSALS DUE – 2:00 PM	32
January 12, 2027	BID/RFP AWARD - SCHOOL BOARD MEETING	74
January 26, 2027	ANTICIPATED BOARD APPROVAL – CONTRACT	88
February 9, 2027	ALTERNATE BOARD CONTRACT APPROVAL DATE, IF NEEDED	102
March 2027 (TBD)	FCC FORM 471 FILED	
July 1, 2027	WAN SERVICES START DATE	244

SECTION 1 INFORMATION FOR PROPOSALS

1.1 SCOPE – GENERAL INFORMATION – PURPOSE OF PROPOSAL

1.1.1 Definitions

- Contract - The agreement or agreements resulting from this RFP, including the RFP, accepted proposal, pricing, amendments, addenda, and other incorporated documents.
- Contractor - A successful Proposer awarded a Contract under this RFP.
- Contractor's Account Manager - Contractor's primary point of contact for contract administration.
- Contractor's Lead Engineer - Contractor's designated technical lead responsible for engineering and technical implementation.
- Contractor's Project Manager - Contractor's primary point of contact responsible for implementation and project coordination.
- Day/Days - Business days unless otherwise specifically identified as calendar days.
- District - Evergreen School District No. 114, Vancouver, Washington.
- District Project Coordinator - District-designated point of contact responsible for coordinating implementation activities.
- Interim WAN Service – Short-term WAN service provided or procured by the Contractor when necessary to maintain uninterrupted District connectivity beginning July 1, 2027 until the permanent Long-Term WAN Solution is fully operational, tested, and accepted by the District.
- Long-Term WAN Solution - The District's long-term managed WAN service, which may utilize existing provider infrastructure or include new provider-owned fiber construction.
- MAC - Moves, Adds, and Changes
- MAN - Metropolitan Area Network
- MEN - Metropolitan Ethernet Network
- Normal Business Hours – 8:00 a.m. to 5:00 p.m.
- Project - Any implementation, construction, installation, migration, cutover, upgrade, or other work performed under a Contract resulting from this RFP.
- Proposal - A Proposer's complete response to this RFP, including pricing, technical response, certifications, and supporting documentation.
- Proposer - A service provider submitting a response to this RFP.
- Purchase Order - A District-issued authorization for specified products, services, or project work.
- RFP - This Request for Proposal, including all attachments, exhibits, response forms, and addenda.
- Service-Ready Date – The date by which the applicable WAN service is fully installed, provisioned, configured, tested, documented, ready for production use, and available for District acceptance.
- Specifications - The technical, operational, service, and performance requirements contained in this RFP.
- WAN – Wide Area Network

1.1.2 General

Evergreen School District seeks to establish a long-term Contract for E-Rate eligible Wide Area Network (WAN) services and fiber solutions serving District schools and facilities.

The District is seeking a scalable, resilient, managed fiber WAN solution that may utilize existing provider infrastructure or include construction of new provider-owned fiber facilities.

The resulting solution shall support the District's bandwidth, availability, scalability, network-management, continuity, and operational requirements as further described in this RFP.

1.2 TERM OF AGREEMENT

The District is seeking a long-term managed WAN solution. Proposers shall identify the proposed initial Contract term and any available voluntary extension options.

The District will consider multi-year Contract structures appropriate to the proposed solution, including proposals involving substantial new provider-owned fiber construction.

Each proposed term option shall be separately priced and sufficiently complete to allow independent evaluation. The District reserves the right to select the Contract term determined to provide the best overall value, subject to applicable E-Rate requirements, District procurement requirements, and District approval.

Any Contract extension shall be voluntary, agreed to in writing by both parties, executed before expiration of the then-current term, and compliant with applicable E-Rate and District procurement requirements.

Contractor termination rights shall be limited to the circumstances expressly stated in the resulting Contract. The Contractor shall not have a general right to terminate solely because construction costs, operating costs, financing, or expected profitability differ from assumptions made at the time of Proposal.

1.2.1 Continuity of WAN Service

The District requires uninterrupted WAN connectivity beginning July 1, 2027.

If the Contractor's permanent Long-Term WAN Solution is not fully operational, tested, and accepted by the District by July 1, 2027, the Contractor shall, at no additional cost to the District beyond the awarded Contract pricing, provide or procure an Interim WAN Service that maintains District connectivity until the permanent solution is operational and accepted.

The Interim WAN Service may utilize the Contractor's facilities, leased or wholesale facilities, incumbent-provider services, third-party carrier services, or another solution approved by the District. The Contractor shall remain the District's contractual service provider and sole point of responsibility. The District shall not be required to enter into a separate contract with, or make direct payment to, an underlying carrier used by the Contractor.

Any Interim WAN Service shall provide substantially equivalent functionality and, unless otherwise approved by the District, bandwidth no less than the District's then-current production bandwidth at each affected location.

The Contractor shall be responsible for all recurring, non-recurring, installation, transition, coordination, and termination costs associated with the Interim WAN Service.

Use of Interim WAN Service does not relieve the Contractor of its obligation to complete the permanent solution or of any other contractual obligation. Any excusable delay shall be limited to circumstances expressly stated in the resulting Contract.

1.2.2 Questions

All questions regarding this RFP must be submitted in writing no later than the Question Submittal Due Date identified in the Schedule of Events.

Proposers are responsible for requesting clarification of any requirement, assumption, site condition, pricing requirement, or technical specification that may affect their proposal before the question deadline.

Questions shall be submitted by email to the District contacts identified in this RFP. Proposers shall not rely on oral statements or communications from District employees or representatives as interpretations or modifications of this RFP.

The District may address submitted questions during the Pre-Proposal Conference and/or through written responses posted on the District’s procurement website. Questions and responses that may materially affect the preparation of proposals will be made available to all prospective Proposers.

Questions received after the published deadline may not be answered at the District’s discretion.

Only a written addendum issued by the District Fiscal Services Department may modify, amend, or supersede the requirements of this RFP.

1.2.3 Pre-Proposal Conference

A Pre-Proposal Conference will be conducted on the date, time, and location indicated on the Schedule of Events timeline located on page 10 of this document. Conference attendance is optional, but highly encouraged. Failure to attend will not result in Proposal disqualification. Please email the contacts referenced on page 8 for the Zoom meeting details.

1.2.4 Proposal Due Date and Submission

Proposals must be received by the Fiscal Services Department no later than the date and time indicated in the Schedule of Events. If any date elsewhere in this RFP conflicts with the Schedule of Events, the Schedule of Events shall control unless modified by written addendum.

Proposals received after the stated Proposal Due Date and time shall not be considered and may be returned unopened.

1.2.5 News Releases/Publicity

News releases or any other external or internal publicity pertaining to Evergreen School District, this RFP or the project to which it relates shall not be made without prior written approval of Evergreen School District, and then only in coordination with designated Evergreen School District personnel.

1.2.6 Project Scope

The Project will replace, renew, and/or upgrade the District's existing metropolitan WAN. The Contractor shall maintain uninterrupted connectivity while implementing and transitioning to the permanent Long-Term WAN Solution.

The Contractor shall be responsible for all coordination necessary to provide continuous service, including coordination with any incumbent or wholesale carrier used to satisfy the continuity requirement.

1.3 OVERVIEW

The District is seeking a long-term managed WAN solution serving the locations identified in Appendix A - WAN Locations.

The District requires uninterrupted WAN connectivity beginning July 1, 2027. Proposers shall account for all implementation, transition, and continuity requirements necessary to maintain service while the permanent Long-Term WAN Solution is completed and accepted.

The District may add, relocate, consolidate, close, or discontinue locations during the Contract term. Proposers shall provide pricing and Contract terms that allow the District to make these changes without automatically extending or restarting the overall Contract term.

Facility Consolidation

The District is currently evaluating potential school and facility consolidations. One or more locations identified in Appendix A may close, consolidate, relocate, or be sold or otherwise disposed of during the Contract term.

The District intends to maintain WAN service at each affected location for as long as the District determines service is required, including while the District continues to own or occupy the property.

When the District determines that WAN service is no longer required at a location due to closure, consolidation, relocation, sale, transfer, or other disposition, the District shall have the right to discontinue service to that individual location upon written notice to the Contractor.

Recurring charges for the discontinued location shall cease as of the effective service-disconnection date. The District shall not be responsible for remaining-term charges, minimum revenue commitments, early termination charges, or similar penalties associated solely with the discontinued circuit.

Discontinuation of service at one or more locations shall not terminate or otherwise affect services provided to remaining District locations.

Proposers shall account for the possibility of facility consolidation or closure when developing their pricing and Contract terms and shall clearly identify any exception to these requirements in the Proposal.

Services may not begin before July 1, 2027, except that special construction required to deliver service by that date may begin as early as January 1, 2027, in accordance with E-Rate program rules.

Bandwidth Requirements

Proposers shall provide pricing based on the following target bandwidths:

- Elementary Schools: 1 Gbps
- Middle Schools: 2 Gbps
- High Schools: 10 Gbps
- Administrative Service Center/Core: 25 Gbps
- Other sites: bandwidth as identified in the pricing workbook

Proposers shall provide pricing for the target bandwidth and alternate bandwidth tiers identified in the pricing workbook. The District expects bandwidth increases and decreases to be available during the Contract term without automatically extending or restarting the Contract term.

1.4 GENERAL NETWORK REQUIREMENTS

1.4.1 Overview of Available WAN Service

Proposers shall provide a complete description of the proposed WAN service and supporting infrastructure.

At a minimum, the Proposal shall include:

- A summary of the Proposer's current Ethernet/IP service-provider network infrastructure relevant to the proposed solution.
- A description of the proposed WAN service, technical approach, ownership model, and key benefits.
- A District-specific network topology diagram showing the proposed regional backbone, District connectivity, aggregation points, resiliency, and any significant new construction.
- Clear identification of:
    - Existing provider infrastructure;
    - Newly constructed infrastructure;

    - Third-party or wholesale carrier facilities;
    - Provider-owned equipment located at District facilities; and
    - Any material dependencies necessary to provide the proposed service.
- A description of how the proposed solution supports the District's long-term scalability, resiliency, and bandwidth requirements.
- Any proposed limitation, exception, or alternative to the District's requirements shall be clearly identified in the Proposer's Exceptions section.

1.4.2 Standard Service Levels

Proposers shall describe the standard performance characteristics of the proposed WAN service.
At a minimum, the Proposal shall identify:

- Committed bandwidth at each service level.
- Whether bandwidth is symmetrical.
- Any oversubscription, blocking, or overbooking ratio.
- Whether bursting is supported and, if so, how it is measured and limited.
- Contractual latency commitments.
- Packet-loss commitments, if applicable.
- Quality of Service (QoS) and traffic-prioritization capabilities.
- Any bandwidth-management, rate-limiting, or traffic-shaping practices that may affect District traffic.

Any performance limitation not specifically disclosed in the Proposal shall not be assumed by the District.

1.4.3 Service Level Agreement (SLA)

The nature of Evergreen School District's business is integrated such that its communication network is critical to the day-to-day operation of all aspects of the District. Consequently, the reliability and redundancy of the network are of crucial concern.

The Proposer shall provide a Service Level Agreement for the proposed WAN service. At a minimum, the SLA shall address:

- Network availability / uptime commitment.
- Latency commitment.
- Packet-loss commitment, if applicable.
- Trouble-response times.
- Service-restoration targets.
- Severity classifications.
- Escalation procedures.
- Planned maintenance notification requirements.
- Major outage communication and status-update procedures.
- Service credits or other remedies for failure to meet contractual service levels.

The Proposer shall identify any exclusions, limitations, measurement methodology, or conditions applicable to the SLA.

1.4.4 Network Management Reporting

Proposers shall describe the network monitoring, reporting, and customer visibility capabilities included with the proposed service.

At a minimum, the District should be able to obtain or view information regarding:

- Link utilization and capacity trends
- Circuit availability and outage history
- Link errors and health statistics, including CRC or equivalent errors
- Dropped or discarded packets
- Latency or delay
- Planned maintenance activity
- Significant service incidents and restoration history

Proposers shall provide examples or screenshots of available customer-facing reports or dashboards and identify whether reporting is available through a web portal, API, scheduled report, or other method.

Any additional charges for reporting, monitoring, or custom reporting services shall be clearly identified in the Proposal.

If any requested reporting capability is not currently available, the Proposer shall identify the limitation and describe any available alternative.

1.4.5 Network Management Capabilities

Proposers shall describe the network-management tools and capabilities available to the District.

The response shall identify, as applicable:

- Customer portal functionality.
- Real-time circuit status.
- Historical performance data.
- Alerting and notification capabilities.
- API access.
- SNMP or other monitoring integration.
- Trouble-ticket creation and status tracking.
- Planned maintenance notifications.
- Access to utilization and performance information.
- Ability to export or retain historical data.

The Proposer shall identify which capabilities are included in the proposed service and which, if any, require additional cost.

1.4.6 WAN Specifications

The proposed WAN service shall meet the following minimum requirements:

- Provide symmetrical bandwidth at the service levels identified by the District.
- Support bandwidth from 1 Gbps through at least 25 Gbps.
- Allow the District to increase or decrease bandwidth during the Contract term without automatically extending or restarting the Contract term.
- Identify the Monthly Recurring Cost (MRC) for each requested bandwidth tier.
- Identify any Non-Recurring Cost (NRC) associated with bandwidth changes.
- Identify the standard lead time required to complete a bandwidth change.
- Identify any technical limitation that would prevent a location from being upgraded to a higher bandwidth tier.
- Provide an Ethernet handoff using a District-approved interface and media type.
- Support Layer 2 connectivity between District locations.
- Support multiple VLANs and logical traffic separation between District sites.
- Provide service without artificial bandwidth throttling, rate limiting, or oversubscription beyond what is expressly disclosed in the Proposal.
- Clearly identify any Customer Premises Equipment (CPE) required to provide the service and whether that equipment is provider-owned or District-owned.
- Identify any dependencies on third-party or wholesale carrier facilities.

Any proposed limitation, exception, or alternative to these requirements shall be clearly identified in the Proposer's Exceptions section.

1.4.7 Administrative Service Center / Core Requirements

At a minimum, the Proposer shall:

- Provide resilient connectivity to the District core.
- Provide two physically diverse connections to the Administrative Service Center where technically and commercially feasible.
- Describe the physical path diversity of the proposed connections, including whether the connections enter District-provided conduit from separate directions.
- Identify any portions of the proposed core connectivity that share common conduit, fiber routes, poles, splice points, carrier facilities, or other infrastructure that could create a single point of failure.
- Support logical separation of traffic between District locations using VLANs or equivalent industry-standard technologies.
- Allow District routing and security functions to remain under District control unless otherwise expressly proposed and accepted by the District.
- Identify all provider-owned equipment required at the Administrative Service Center to deliver the proposed service.

- Identify any third-party or wholesale carrier dependencies associated with the proposed core connectivity.
- Identify any additional bundled services or features included with the proposed WAN service.
- Clearly identify any limitation, exception, or alternative to these requirements in the Proposer's Exceptions section.

1.4.8 New Fiber / Construction Requirements

For any Proposal involving material new fiber construction, the Proposer shall provide sufficient information for the District to evaluate technical feasibility, implementation risk, schedule credibility, and long-term sustainability.

At a minimum, the Proposal shall identify:

- Approximate mileage or footage of new fiber construction.
- Existing versus newly constructed fiber.
- Estimated percentage of aerial, underground, conduit, direct-buried, or other plant.
- Known permitting jurisdictions.
- Right-of-way requirements.
- Pole attachment and make-ready requirements.
- Utility coordination requirements.
- Major roadway, railroad, bridge, waterway, environmental, or other unusual construction conditions.
- Known third-party carrier, property-access, easement, or utility dependencies.
- Proposed fiber route and network topology.
- Anticipated engineering and permitting timeline.
- Anticipated construction start date.
- Anticipated construction completion date.
- Proposed permanent Service-Ready Date.
- Ownership of constructed fiber and facilities.
- Responsibility for ongoing maintenance, restoration, and repair.

The Proposer shall clearly identify all material assumptions, dependencies, and conditions that could affect the proposed construction schedule or ability to deliver the permanent WAN solution.

1.5 PROJECT MANAGEMENT

The Contractor shall manage implementation of the proposed WAN solution using formal project-management practices appropriate to the size, complexity, and construction requirements of the Project.

The Contractor shall assign qualified personnel with responsibility for contract administration, project management, engineering, implementation, construction coordination, testing, cutover, and final acceptance.

At a minimum, the Contractor shall provide and maintain:

- A designated Account Manager.
- A designated Project Manager.
- A designated Lead Engineer or equivalent technical lead.
- A detailed implementation and construction schedule.
- A District-specific project plan.
- A Continuity of Service Plan, if the permanent solution will not be operational and accepted by July 1, 2027.
- A cutover and acceptance plan.
- A current risk and issue log.
- Written status reports and action-item tracking.
- Current project documentation, drawings, and implementation records.

The Contractor shall coordinate all Project activities with District staff and shall be responsible for coordination with subcontractors, utilities, permitting authorities, incumbent carriers, wholesale carriers, property owners, and other third parties necessary to complete the Project.

1.5.1 Account Manager

The Contractor shall assign an Account Manager who will serve as the primary point of contact for Contract administration throughout the Contract term.

The Account Manager shall:

- Coordinate contractual and commercial matters with the District.
- Assist with billing, service changes, and escalation of unresolved issues.
- Coordinate with the Contractor's Project Manager and technical resources.
- Participate in periodic service reviews when requested by the District.
- Ensure appropriate Contractor resources are engaged when contractual or service issues arise.

Changes to the assigned Account Manager shall be communicated to the District in advance whenever reasonably possible.

1.5.2 Project Manager

The Contractor shall assign a qualified Project Manager with overall responsibility for implementation of the proposed solution through final District acceptance.

The Project Manager shall:

- Serve as the District's primary implementation contact.
- Develop, maintain, and manage the master implementation and construction schedule.
- Coordinate all Contractor and subcontractor activities.
- Coordinate permitting, utility, make-ready, property-access, and other third-party dependencies.
- Coordinate any incumbent or wholesale carrier arrangements required to maintain WAN continuity.
- Participate in regularly scheduled project meetings.

- Maintain current project status, action items, risks, issues, and dependencies.
- Provide written progress reports.
- Coordinate testing, cutover, transition, and acceptance activities.
- Ensure required documentation and as-built information are provided.
- Have sufficient authority to obtain Contractor resources needed to satisfy Project requirements.

The Project Manager shall remain assigned through final acceptance unless replaced by an individual with comparable qualifications.

1.5.3 Lead Engineer

The Contractor shall provide a qualified Lead Engineer or equivalent technical resource responsible for the technical design and implementation of the proposed WAN solution.

The Lead Engineer shall:

- Serve as the primary technical contact for District Network Services staff.
- Validate the proposed network design and technical assumptions.
- Coordinate technical implementation activities.
- Support VLAN, Layer 2, handoff, resiliency, and performance requirements.
- Coordinate testing and validation of each circuit.
- Assist with troubleshooting and technical issue resolution.
- Participate in cutover and final acceptance testing.
- Ensure technical documentation accurately reflects the implemented solution.

1.5.4 Contractor Responsibilities

The Contractor shall provide all labor, equipment, materials, engineering, construction, project management, transportation, tools, testing, coordination, and other resources necessary to successfully complete the Project and provide the contracted service.

The Contractor shall be responsible for:

- Managing subcontractors and third-party providers.
- Obtaining required permits, licenses, approvals, and access.
- Coordinating utilities, pole owners, right-of-way authorities, and other affected parties.
- Managing construction and installation activities.
- Maintaining District WAN continuity during implementation.
- Coordinating any required Interim WAN Service.
- Protecting District facilities and existing infrastructure.
- Testing and validating installed services.
- Correcting deficiencies identified during implementation or acceptance.
- Providing final documentation and as-built information.
- Meeting the implementation, service, and performance commitments contained in the Contract.

Use of subcontractors, wholesale carriers, or third-party facilities shall not relieve the Contractor of responsibility for satisfying the requirements of the Contract.

1.5.5 Drawings and Project Documentation

The Contractor shall provide drawings and other Project documentation sufficient for the District to understand and support the implemented solution.
Documentation shall include, as applicable:

- District-specific logical network topology.
- Physical network topology.
- Fiber and circuit routes.
- Demarcation locations.
- Building entrance locations.
- Provider equipment installed at District facilities.
- Distribution-frame and termination information.
- Circuit identifiers.
- VLAN or logical service information.
- Fiber test results.
- Construction and as-built drawings.

Documentation shall be maintained throughout implementation and updated to reflect the final installed configuration.

1.5.6 Project Scheduling

The Contractor shall provide and maintain a detailed Project schedule showing all significant activities, milestones, dependencies, and target completion dates.

The schedule shall include, as applicable:

- Contract execution and project kickoff.
- Engineering and design.
- Site surveys.
- Permitting.
- Right-of-way activities.
- Pole attachment and make-ready.
- Material procurement.
- Interim WAN provisioning, if required.
- Fiber construction.
- Site installation.
- Circuit provisioning.
- Testing.
- Cutover.
- District acceptance testing.
- Punch-list completion.
- Final documentation.
- Permanent Service-Ready Date.

The Contractor shall update the schedule as conditions change and immediately identify any activity that could affect the required WAN continuity date or permanent Service-Ready Date.

1.5.7 Risk and Issue Management

The Contractor shall actively identify, track, manage, and report Project risks and issues throughout implementation.

The Contractor shall immediately notify the District in writing of any condition that could reasonably jeopardize:

- Uninterrupted WAN connectivity beginning July 1, 2027.
- The Permanent Service-Ready Date.
- Submitted Contract pricing.
- The proposed network design.
- The Contractor's ability to perform.

Reportable risks include, but are not limited to:

- Permitting delays.
- Make-ready requirements.
- Utility coordination.
- Right-of-way or property-access issues.
- Construction cost changes.
- Material availability.
- Subcontractor availability.
- Underlying carrier availability.
- Financing or capital-approval issues.
- Design or route changes.

Each reported risk or issue shall identify the anticipated impact, corrective action, responsible party, and expected resolution date.

1.5.8 Project Meetings and Progress Reporting

The Contractor shall participate in project meetings at intervals established by the District.

During active implementation, the Contractor shall provide written status reports that include:

- Overall Project status.
- Schedule status.
- Work completed since the previous report.
- Work planned for the next reporting period.
- Current risks and issues.
- Permitting and construction status.
- Underlying carrier or third-party dependencies.
- Decisions or actions required from the District.

- Changes affecting schedule, scope, or implementation.

Meeting frequency and reporting requirements may be adjusted by the District based on the phase and complexity of the Project.

1.6 MATERIALS, EQUIPMENT, AND HANDLING

1.6.1 Contractor-Furnished Materials and Equipment

The Contractor shall furnish all materials, equipment, hardware, and other components necessary to provide the proposed service unless otherwise expressly identified in the Contract.

Unless otherwise stated in the accepted Proposal and Contract, Contractor-furnished network facilities, fiber, electronics, and other provider equipment shall remain the property of the Contractor.

The Contractor shall be responsible for the security, protection, storage, staging, and condition of all Contractor-furnished materials and equipment until installation and acceptance.

The Contractor shall coordinate procurement, logistics, and staging in a manner that supports the approved Project schedule.

1.6.2 Shipment, Delivery, and Handling

The Contractor shall make all necessary arrangements for shipment, delivery, storage, staging, and handling of materials and equipment required for the Project.

The Contractor shall bear the risk of loss, damage, or destruction of Contractor-furnished materials and equipment prior to District acceptance.

All shipping, freight, handling, warehousing, staging, and delivery costs necessary to complete the Project shall be included in the submitted Proposal unless specifically identified as an accepted exclusion.

The District will not be responsible for separate or unanticipated shipping, handling, storage, or warehousing charges.

1.6.3 District-Furnished Materials or Facilities

The District may, on a limited and case-by-case basis, provide materials, equipment, conduit, pathways, space, power, or other facilities for use in the Project.

Any District-furnished item or facility shall be specifically identified and coordinated in advance.

The Contractor shall be responsible for protecting District-furnished materials and equipment while in the Contractor’s possession or control and shall promptly notify the District of any loss or damage.

Unless expressly stated otherwise, the Proposer shall not assume that the District will furnish materials, equipment, labor, storage, or other resources necessary to complete the proposed solution.

1.7 SAFETY

The Contractor shall perform all work in a safe and professional manner and shall comply with all applicable federal, state, local, and District safety requirements.

The Contractor shall be responsible for the safety of its employees, agents, subcontractors, equipment, and work areas while performing work under the Contract.
The Contractor shall:

- Take appropriate precautions to protect District employees, students, visitors, property, and facilities from injury or damage.
- Immediately report unsafe conditions, incidents, or hazards to the District Project Coordinator.
- Correct or secure unsafe conditions before proceeding with affected work.
- Maintain work areas, tools, equipment, and materials in a manner that does not create unnecessary hazards or interfere with District operations.
- Comply with applicable occupational safety, construction safety, traffic-control, and site-access requirements.
- Ensure that subcontractors comply with the same safety requirements.

The Contractor shall be responsible for any required safety planning, protective equipment, barricades, traffic control, fall protection, confined-space procedures, or other safeguards necessary for the work being performed.

1.8 PROJECT ACCEPTANCE

The Contractor shall request District acceptance only after the applicable service has been installed, configured, tested, documented, and is ready for production use.

1.8.1 Request for Acceptance

A request for acceptance shall certify that:

- All required work for the applicable service or site has been completed.
- Required testing has been successfully completed.
- The service meets the applicable technical, operational, and performance requirements of the Contract.
- Required documentation has been provided to the District, including, as applicable:- As-built drawings;
    - Circuit identifiers;
    - Demarcation information;
    - Network topology documentation;
    - Fiber test results;

    - VLAN or logical service information;
    - Support contacts and escalation procedures.
- Known deficiencies have been corrected or expressly accepted by the District in writing.
- Any required restoration, cleanup, or punch-list work has been completed.

The Contractor shall submit its request for acceptance in writing to the District Project Coordinator.

1.8.2 Acceptance Process

The District may conduct acceptance testing, inspection, or other validation necessary to confirm that the service complies with the Contract.

The District may issue a punch list identifying deficiencies, incomplete work, documentation issues, or other items requiring correction.

The Contractor shall promptly correct identified deficiencies and notify the District when the items have been completed.

Final acceptance occurs only when the District has determined that the applicable service satisfies the Contract requirements and has provided written acceptance.

District use of a service prior to final acceptance shall not, by itself, constitute acceptance of the service or waive any Contract requirement.

1.8.3 Interim WAN Service

Interim WAN Service is required to maintain District connectivity beginning July 1, 2027, the District may separately confirm that the Interim WAN Service is operational and suitable for production use.

Acceptance or use of Interim WAN Service shall not constitute acceptance of the permanent Long-Term WAN Solution and shall not relieve the Contractor of its obligation to complete the permanent solution.

1.8.4 Billing Following Acceptance

Recurring billing for the permanent Long-Term WAN Solution shall begin only after the applicable service has been accepted and authorized for production use by the District, unless otherwise expressly stated in the final Contract.

The Contractor shall not begin billing the District for permanent service solely because construction, installation, or Contractor testing has been completed.

Any billing associated with Interim WAN Service shall be governed by the awarded Contract pricing and shall not result in additional charges to the District beyond the accepted Proposal and Contract.

1.9 COOPERATIVE WORK

The Contractor shall coordinate its work with District staff, other District contractors, utilities, permitting authorities, incumbent carriers, wholesale carriers, property owners, and other affected parties as necessary to complete the Project and maintain uninterrupted District operations.

The Contractor shall be responsible for identifying and managing coordination activities and dependencies that are within the Contractor's scope of work.

The Contractor shall:

- Coordinate work schedules and site access with the District.
- Coordinate with other contractors or service providers whose work may affect the Project.
- Coordinate utility, permitting, right-of-way, make-ready, and carrier activities required for implementation.
- Minimize disruption to District facilities, network operations, instruction, and business activities.
- Promptly notify the District of conflicts, delays, or third-party dependencies that may affect Project completion or WAN continuity.
- Cooperate with District-directed sequencing, testing, cutover, and transition activities.

Coordination with third parties shall not relieve the Contractor of responsibility for meeting the requirements, schedule, and performance obligations of the Contract.

1.10 PERSONNEL STANDARDS

Contractor personnel assigned to the Project shall be appropriately qualified, trained, and experienced for the work being performed.

The Contractor shall ensure that its employees, agents, and subcontractors comply with applicable District requirements regarding:

- Site access and check-in procedures.
- Identification while on District property.
- Professional conduct.
- Safety requirements.
- Student-contact restrictions.
- Security and confidentiality requirements applicable to the work being performed.

The Contractor shall be responsible for the conduct and performance of all personnel and subcontractors working under the Contract.

The District may require removal from District property or replacement of any individual who fails to comply with applicable District requirements or whose conduct creates a safety, security, or operational concern.

1.11 LICENSES AND PERMITS

The Contractor shall obtain, maintain, and pay for all licenses, permits, rights-of-way, easements, pole attachments, utility approvals, inspections, and other authorizations necessary to perform the work and provide the contracted service, unless the Contract expressly assigns a specific responsibility to the District.

The Contractor shall be responsible for:

- Identifying all required approvals and permits.
- Preparing and submitting required applications.
- Coordinating with permitting authorities, utilities, pole owners, property owners, and other third parties.
- Paying associated fees and charges unless otherwise expressly identified in the accepted Proposal.
- Maintaining all required licenses and approvals throughout the applicable period.
- Providing copies of permits, approvals, or other documentation to the District upon request.
- Promptly notifying the District of any permitting, right-of-way, make-ready, utility, or access issue that may affect the Project schedule or service delivery.

Failure to timely obtain required permits, approvals, or third-party authorizations shall not relieve the Contractor of its obligations under the Contract except to the extent specifically addressed by an applicable excusable-delay provision.

1.12 DISTRICT PREMISES

Access to District premises shall be coordinated with and approved by the District Project Coordinator. The Contractor shall ensure that its employees, agents, and subcontractors comply with all applicable District access, conduct, safety, and security requirements.

1.12.1 Site Check-in

During school hours, Contractor personnel and other non-student visitors shall report to the school office and check in with the building administrator or designee before beginning work.

1.12.2 Student Contact

When work is performed at a site in active school use or where contact with students is reasonably possible, the Contractor shall not assign personnel prohibited from such access under RCW 28A.400.322.

The Contractor is responsible for ensuring that its employees, agents, and subcontractors assigned to District sites satisfy applicable background, security, and student-contact requirements.

1.12.3 Drug-Free Workplace

The Contractor shall comply with all applicable federal, state, and local laws and regulations regarding a drug-free workplace, including the Drug-Free Workplace Act of 1988.

Any individual who is unfit for duty due to alcohol, controlled substances, drugs, or other impairment shall be immediately removed from work on District premises.

1.12.4 Tobacco Free Workplace

In accordance with RCW 28A.210.310 and District policy, smoking, vaping, and use of tobacco products are prohibited on District property.

1.13 REGULATORY REFERENCES

All work, materials, equipment, and installation practices shall comply with all applicable federal, state, and local laws, regulations, codes, and industry standards.

Applicable requirements may include, as appropriate:

- National Electrical Code (NEC).
- National Fire Protection Association (NFPA) requirements.
- ANSI/TIA standards.
- IEEE standards.
- BICSI guidelines.
- Applicable building, fire, electrical, and telecommunications codes.
- Requirements of the authority having jurisdiction (AHJ).

Where a conflict exists between this RFP and an applicable law, code, or regulatory requirement, the more stringent applicable requirement shall govern unless otherwise directed by the authority having jurisdiction.

The Contractor shall notify the District of any identified conflict before proceeding with affected work.

1.14 FINAL PROJECT DOCUMENTATION

Before final acceptance, the Contractor shall provide all documentation required by the preceding technical, project management, testing, and acceptance sections of this RFP.

1.15 MAINTENANCE OF RECORDS

The Contractor shall maintain records sufficient to support billing, service delivery, construction, Contract performance, and E-Rate compliance.

Records related to E-Rate-supported services shall be retained for at least ten (10) years after the later of the last day of the applicable funding year or the applicable service-delivery deadline, or longer if required by applicable FCC or USAC requirements.

Upon reasonable notice, the District or its authorized representative may inspect, audit, or request copies of records relevant to the Contract.

1.16 STANDARDS FOR INSTALLATION OF FIBER CABLE INFRASTRUCTURE

All fiber optic cable installations shall comply with applicable laws, codes, manufacturer requirements, and prevailing industry standards, including ANSI/TIA, IEEE, NFPA, NEC, BICSI, and applicable local requirements.

Installation shall include, as applicable:

- Proper pathway selection, cable support, and protection.
- Compliance with manufacturer bend-radius and pulling-tension requirements.
- Consistent labeling and documentation.
- Proper grounding and bonding.
- Fire stopping in accordance with applicable code requirements.
- Testing and certification of installed fiber.
- Neat, professional, and maintainable workmanship.

The Contractor shall correct, at its own expense, any installation that does not comply with applicable codes, standards, manufacturer requirements, or the requirements of this RFP.

1.17 STANDARDS FOR QUALITY AND PERFORMANCE

The Contractor shall provide the WAN service in a manner that meets the performance, availability, and service-level requirements of this RFP and the resulting Contract.

Unscheduled, Contractor-caused outages are unacceptable. Network changes that may affect District service shall be coordinated with and approved by District IT in advance, except where emergency action is required to restore service or prevent a significant outage.

The Contractor shall:

- Use qualified personnel and appropriate industry practices when performing work that may affect District service.
- Schedule planned maintenance to minimize disruption to District operations.
- Provide advance notice of planned maintenance in accordance with the SLA.
- Promptly notify the District of unplanned service impacts.
- Restore service in accordance with contractual response and restoration requirements.
- Correct recurring performance, reliability, or quality issues identified by the District.

Any work or service that does not meet the requirements of the Contract shall be corrected by the Contractor at no additional cost to the District.

1.18 SERVICE PROVISIONING

The Contractor shall be responsible for the accurate and timely provisioning, configuration, testing, and activation of all WAN services necessary to meet the accepted technical design, bandwidth requirements, continuity obligations, and Service Level Agreement.

The Contractor shall:

- Provide end-to-end responsibility for service provisioning from District demarcation point to District demarcation point.
- Coordinate provisioning activities with District staff and any other service providers or contractors necessary for successful implementation.
- Ensure that all new or modified Ethernet services meet applicable industry standards and the technical requirements of this RFP.
- Provide the District with applicable order numbers, circuit identifiers, termination locations, installation dates, testing dates, and implementation contacts.
- Notify the District when a new or modified service is ready for testing and production activation.
- Obtain District approval before making changes to committed installation or cutover dates that may affect District resources or operations.
- Identify standard lead times for new installations, relocations, bandwidth changes, and other service modifications.
- Make reasonable efforts to expedite service changes when requested by the District.

The District will coordinate installation and configuration of District-owned LAN equipment. The Contractor shall cooperate with District staff as necessary to support successful end-to-end implementation and testing.

1.19 TESTING REQUIREMENTS

The Contractor shall perform testing sufficient to demonstrate that each circuit and the end-to-end WAN meet the technical, bandwidth, connectivity, VLAN, performance, and resiliency requirements of the Contract.

Testing shall include, as applicable:

- Validation of each circuit or service handoff.
- Verification of contracted bandwidth and symmetrical performance.
- End-to-end connectivity testing between District locations.
- Verification of VLAN and logical traffic separation.
- Latency, packet-loss, and other applicable performance testing.
- Failover testing for redundant or physically diverse connections.
- Validation of any interim WAN service used to satisfy the District’s continuity requirement.
- Verification that monitoring, reporting, and alerting functions operate as proposed.

The Contractor shall provide the District with test procedures and results upon request.

The District may observe testing, perform independent validation, or require additional testing where results are incomplete or inconsistent with Contract requirements.

Successful completion of required testing is a condition of District acceptance.

1.20 TRAINING REQUIREMENTS

The Contractor shall provide training or orientation for up to three District staff members on the use of the WAN service and any associated management, monitoring, reporting, or support tools.

At least one District staff member shall be trained before or at the time of initial production activation.

The Proposer shall identify the proposed training format, duration, and any additional cost.

1.21 MAINTENANCE REQUIREMENTS

The Contractor shall provide maintenance and technical support necessary to maintain the contracted WAN service and meet the Service Level Agreement.

At a minimum, the Contractor shall provide:

- 24x7x365 trouble reporting and technical support.
- Defined incident severity levels and escalation procedures.
- Response, acknowledgment, and service-restoration targets consistent with the SLA.
- Proactive notification and status updates for significant outages.
- Advance notification of planned maintenance that may affect District service.
- Management escalation for prolonged or unresolved outages.
- Timely repair or replacement of failed Contractor-owned equipment.

The Proposer shall describe its standard support and escalation process, including contact methods, hours of operation, response and restoration commitments, and equipment-replacement procedures.

1.22 SUPPORT CAPACITY

The Proposer shall demonstrate sufficient technical, operational, construction, and support capacity to meet the District's requirements throughout implementation and the Contract term.

The Proposal shall describe:

- Technical and field-support resources available to support the Portland/Vancouver metropolitan area.
- 24x7 Network Operations Center or equivalent technical support capabilities.
- Construction and implementation resources available for the proposed solution.
- Escalation and management-support resources.
- Any subcontractors or third-party providers that will perform material portions of the work and the resources they will provide.

Use of subcontractors or third-party providers shall not relieve the Contractor of responsibility for meeting Contract requirements.

1.23 PERIODIC SERVICE REVIEW

At the District's request, the Contractor shall participate in periodic service reviews to evaluate ongoing performance and service quality.

Reviews may include:

- SLA performance.
- Significant incidents and recurring issues.
- Utilization and capacity trends.
- Open support or project issues.
- Billing concerns.
- Planned maintenance or network changes.
- Recommended service improvements or capacity adjustments.

The frequency and format of these reviews will be determined by the District based on operational need.

SECTION 2 VENDOR RESPONSES

2.1 SOLICITATIONS

Proposers and their representatives shall not directly solicit individual District employees or School Board members regarding the award of this Contract outside the communication process established in this RFP.

All communications regarding the RFP shall be directed through the District contacts identified in the solicitation.

2.2 PROPOSAL RESPONSES AND PRICING

Proposers shall submit a complete response addressing all requirements of this RFP.

A Proposer may submit more than one proposed solution, provided each solution is clearly identified, separately priced, and capable of independent evaluation.

Pricing shall be submitted using the District-provided WAN Pricing Workbook and shall include all costs necessary to provide the proposed service.

At a minimum, pricing shall identify:

- Monthly Recurring Cost (MRC) by site at the required target bandwidth.
- Non-Recurring Cost (NRC) by site.

- Special construction costs, if applicable.
- Last-mile or site-extension costs.
- Bandwidth-change pricing.
- E-Rate eligible and ineligible costs.
- Any taxes, fees, or surcharges.
- Any other required charge necessary to provide the proposed service.

No additional charge will be allowed for equipment, construction, services, or other requirements necessary to provide the proposed solution that were reasonably identifiable before Proposal submission but omitted from the Proposal.

Proposers shall organize their responses in the same general sequence as this RFP and clearly identify any exceptions or deviations.

2.3 ITEMS TO BE SUBMITTED WITH PROPOSAL

Proposals shall be organized in the following order:

1. Cover Letter
2. Executive Summary
3. Technical Response
4. Implementation and Construction Plan
5. Continuity of Service Plan
6. Project Schedule
7. Completed Proposer Response Forms A–L (included in the Proposer Response Forms Packet)
    - **Form A** - Proposer Information / Corporate Profile
    - **Form B** - Project Team and Technical Qualifications
    - **Form C** - Trouble Reporting and Support Procedures
    - **Form D** - References
    - **Form E** - Vendor Response Questionnaire
    - **Form F** - Financial Feasibility and Proposal Due Diligence Certification
    - **Form G** - Pricing Certification
    - **Form H** - Exceptions and Deviations
    - **Form I** - Addendum Receipt Confirmation
    - **Form J** - Non-Collusion Affidavit
    - **Form K** - Debarment and Suspension Certification
    - **Form L** - Proposal Certification and Acceptance of RFP Requirements
8. Pricing Workbook
9. E-Rate Eligible/Ineligible Cost Allocation, if not fully captured in the Pricing Workbook
10. Sample Contract
11. Other Supporting Documentation

The District reserves the right to request clarification or supporting documentation necessary to evaluate a Proposal. Failure to respond to such a request may result in rejection of the Proposal.

2.3.1 Cover Letter

The Cover Letter shall be signed by an individual authorized to bind the Proposer and shall include:

- Confirmation that submitted pricing remains firm for the period stated in the RFP.
- Identification of individuals authorized to represent the Proposer in negotiations.
- Identification of individuals authorized to execute a resulting Contract.
- Confirmation that the Proposer accepts the RFP requirements except for exceptions specifically identified in the Proposal.
- Washington State business/licensing information, as applicable.
- A statement of non-collusion.

2.3.2 Executive Summary

The Executive Summary shall briefly describe the Proposer, the proposed solution, implementation approach, major construction requirements, permanent Service-Ready Date, and the Proposer's ability to successfully perform the Contract.

2.3.3 Technical Response

The Proposer shall provide a complete technical response addressing the requirements of Section 1, including:

- Proposed service architecture.
- District-specific topology.
- Bandwidth and scalability.
- Resiliency and diversity.
- SLA.
- Network monitoring and management.
- Core connectivity.
- Construction requirements.
- Service provisioning.
- Testing.
- Maintenance and support.

2.3.4 Implementation and Construction Plan

The Proposer shall describe how the proposed solution will be implemented, including engineering, permitting, construction, make-ready, site installation, testing, cutover, and acceptance.

For any material new construction, the Proposal shall identify key assumptions, dependencies, anticipated milestones, and the proposed permanent Service-Ready Date.

2.3.5 Continuity of Service Plan

If the permanent Long-Term WAN Solution will not be fully operational and accepted by July 1, 2027, the Proposal shall include a Continuity of Service Plan.

The plan shall identify:

- The interim service approach.
- Any underlying or wholesale carrier.
- Sites and bandwidth to be provided.
- Implementation timeline.
- Known dependencies.
- Transition from interim to permanent service.
- Confirmation that the Proposer remains the District's contractual service provider.
- Confirmation that the District will not be required to contract directly with or pay the underlying carrier.
- Confirmation that all continuity costs are included in the submitted pricing.

2.3.6 Project Schedule

The Proposer shall provide a preliminary project schedule identifying major milestones from Contract execution through final acceptance.

The schedule shall identify both:

- Activities required to maintain uninterrupted WAN service beginning July 1, 2027; and
- Activities required to complete the permanent WAN solution.

2.3.7 Corporate Profile and Qualifications

The Proposer shall provide information sufficient to demonstrate its qualifications and experience, including:

- Company history and ownership.
- Relevant WAN/fiber experience.
- Experience with comparable K-12 or public-sector customers.
- Construction and implementation capabilities.
- Parent, affiliate, partner, subcontractor, and underlying-carrier relationships relevant to the Proposal.

2.3.8 Staffing and Project Team

The Proposal shall identify key personnel assigned to the Project, including the Account Manager, Project Manager, Lead Engineer, and other significant technical or construction resources.

The Proposer shall summarize relevant experience and qualifications of those personnel.

2.3.9 Trouble Reporting and Support Procedures

The Proposer shall describe its standard trouble-reporting, outage-response, escalation, maintenance, and restoration procedures.

2.3.10 References

The Proposer shall provide references for comparable projects, preferably including multi-site fiber WAN deployments of similar size or complexity.

2.3.11 Proposal Summary

The Proposer shall provide a concise summary of the proposed service and pricing.

All hardware, software, construction, and services necessary to provide the solution shall be reflected in the pricing submitted with the Proposal.

2.3.12 Proposal Due Diligence and Pricing Completeness

Before submitting a Proposal, the Proposer shall evaluate the scope, complexity, site conditions, construction requirements, carrier dependencies, permitting requirements, and other conditions that may affect successful delivery of the proposed solution.

The Proposer shall include in its Proposal all costs necessary to provide the proposed WAN service in accordance with this RFP, including applicable engineering, construction, permitting, make-ready, labor, materials, equipment, subcontractors, underlying carrier services, testing, project management, and other costs necessary for complete performance.

The Proposer is responsible for identifying all material assumptions, contingencies, exclusions, and dependencies in its Proposal.

Except for changes requested by the District or other circumstances expressly addressed in the Contract, the District will not be responsible for additional costs resulting from the Proposer’s failure to adequately evaluate or identify conditions that were reasonably discoverable before Proposal submission.

The Proposer shall promptly notify the District during the procurement process if it identifies any material condition or requirement that it believes cannot reasonably be priced, evaluated, or satisfied based on the information provided in the RFP.

2.3.13 Pricing Certification

An authorized representative of the Proposer shall certify that the submitted pricing is sufficient to meet the requirements of this RFP, including the permanent WAN solution and all continuity-of-service obligations.

Pricing shall include all applicable engineering, construction, permitting, make-ready, labor, materials, equipment, subcontractors, underlying carrier services, testing, project management, interim service, and other costs necessary for complete performance, except for exclusions expressly identified in the Proposal and accepted by the District.

The certification shall confirm that the Proposer has reviewed and accepts responsibility for the assumptions, dependencies, and pricing commitments contained in its Proposal.

2.3.14 Exceptions and Deviations

The Proposer shall clearly identify all exceptions, deviations, limitations, or proposed alternatives to the requirements of this RFP

Each exception shall identify:

- The applicable RFP section.
- The specific requirement being excepted or modified.
- The Proposer's proposed alternative, if applicable.
- Any impact on pricing, schedule, service, or performance.

Any requirement not specifically identified as an exception shall be considered accepted by the Proposer.

2.3.15 Sample Contract

The Proposer shall provide its proposed service agreement or sample contract, including applicable service terms, Service Level Agreement, and standard terms and conditions.

The District reserves the right to negotiate final Contract terms.

The RFP, issued addenda, accepted Proposal, submitted pricing, and final executed Contract shall collectively define the Contractor's obligations. The final Contract shall establish the order of precedence in the event of conflict.

2.4 PRE-AWARD VALIDATION

Before final award, the District may require the highest-ranked Proposer to participate in a proposal-validation process to confirm the technical, construction, financial, continuity, pricing, and implementation assumptions contained in the Proposal.

The District may request supporting documentation regarding:

- Construction routes and estimates.
- Capital approval or financing.
- Permitting and make-ready.
- Subcontractors.
- Underlying or wholesale carrier arrangements.
- Project schedule.

- Continuity-of-service assumptions.
- Other material dependencies.

This process is intended to validate the Proposal as submitted and shall not be used to materially alter competitively submitted pricing or scope.

2.5 RIGHT TO COMPETITIVE SERVICES FROM OTHER PROVIDERS

The District reserves the right to obtain similar, supplemental, or temporary data-communications services from other providers during the Contract term when necessary to meet District operational needs.

Nothing in the resulting Contract shall be interpreted as granting the Contractor an exclusive right to provide all telecommunications or WAN-related services to the District unless expressly stated otherwise.

2.6 RFP AND PROPOSAL AS PART OF THE CONTRACT

This RFP, all issued addenda, the successful Proposer's accepted Proposal, submitted pricing, and the final executed Contract shall collectively define the Contractor's obligations.

The final Contract shall establish the controlling order of precedence in the event of conflict among Contract documents.

2.7 PREVIOUS CONTRACTS WITH VENDOR

Any agreement reached with vendor will supersede any existing agreement(s) with vendor for services covered under the agreement.Any resulting Contract shall supersede prior agreements between the District and Contractor only to the extent those prior agreements cover the same services and are expressly replaced by the new Contract.

Unrelated agreements between the District and Contractor shall remain unaffected unless otherwise stated in writing.

2.8 PRICE ESCALATION/DE-ESCALATION

The District prefers fixed and predictable pricing throughout the Contract term.

Any proposed price escalation shall be clearly identified in the Proposal and shall not take effect unless expressly authorized by the Contract.

No undisclosed or open-ended price increase will be permitted.

Any applicable price reduction or lower rate made available to the District under the Contract shall be passed through as provided in the Contract.

2.9 “LAST MILE” COSTS

All costs necessary to extend the proposed service to the District-approved demarcation point at each site shall be included in the submitted Proposal.

This includes, as applicable:

- Construction.
- Labor.
- Materials.
- Permitting.
- Make-ready.
- Building entrance work.
- Fiber extension.
- Provider equipment.
- Testing and documentation.

Any applicable public works or prevailing wage requirements shall be included in the proposed cost.

2.10 SUPPORT AND DOCUMENTATION FOR E-RATE REVIEW

Proposers shall clearly distinguish between E-Rate eligible and ineligible costs in the District’s pricing workbook.

All charges shall be identified as:

- Eligible.
- Ineligible.
- Mixed-use, with appropriate cost allocation.

The Contractor shall provide additional supporting documentation reasonably requested by the District, its E-Rate consultant, USAC, or the FCC.

For Proposals involving new fiber construction, the selected Contractor shall be prepared to provide, as applicable:

- Route files.
- Endpoint coordinates.
- Plant mix.
- Construction cost detail.
- Cost-per-foot information.
- Alternate-route information.

- Explanation of unusual construction conditions.

2.11 MOVES, ADDS, AND CHANGES

The Proposer shall describe the process, pricing, and standard lead times for new circuits, circuit relocations, bandwidth changes, site closures, and other service changes.

The District may consolidate, close, relocate, or dispose of schools or other facilities during the Contract term. The District will maintain and pay for service at a location for as long as the District determines the service is required, including while the District continues to own or occupy the property.

When the District determines that WAN service is no longer required at a location due to closure, consolidation, sale, transfer, or other disposition of the property, the District may disconnect that location upon written notice to the Contractor.

Upon the effective date of disconnection, recurring charges for that location shall cease, and the District shall not be subject to early termination charges, remaining-term charges, minimum revenue commitments, or other penalties associated with that discontinued circuit.

The discontinuation of service at one or more locations shall not terminate or otherwise affect services provided to remaining District locations.

Moves, adds, changes, relocations, bandwidth adjustments, or removal of individual locations shall not automatically extend or restart the overall Contract term.

The Proposer shall identify any exception to these requirements in its Proposal.

SECTION 3 SELECTION CRITERIA

3.1 EVALUATION AND AWARD

Proposals will be evaluated in accordance with the criteria identified in this RFP. Consistent with E-Rate requirements, the cost of eligible products and services will be the most heavily weighted individual evaluation factor.

The District intends to select the Proposal determined to provide the best overall value while meeting the District's technical, operational, continuity, implementation, financial, and E-Rate requirements.

Award is subject to applicable District approval requirements, successful completion of any pre-award validation, Contract negotiations, and applicable E-Rate requirements.

3.1.1 Proposal Review

The District will first review Proposals for completeness and responsiveness to the requirements of this RFP.

The District may request clarification or additional supporting documentation where necessary to understand or evaluate a Proposal. Clarification shall not be used to materially change the Proposal's competitively submitted price, scope, or proposed solution.

The District may determine a Proposal to be non-responsive if it materially fails to address the requirements of this RFP.

3.1.2 Unbalanced or Incomplete Pricing

The District may reject or seek clarification of a Proposal when pricing is materially incomplete, inconsistent, or unbalanced in a manner that could create unreasonable financial or operational risk to the District.

The District may consider whether the Proposal includes all costs reasonably necessary to provide the proposed solution, including construction, continuity service, underlying carrier services, implementation, and other requirements identified in this RFP.

3.1.3 Selection Committee

A selection committee consisting of District staff and, as appropriate, contracted advisors will evaluate responsive Proposals using the criteria established in this RFP.

The District may consult technical, financial, procurement, legal, and E-Rate advisors as necessary during the evaluation process.

Evaluation will be based on the Proposal as submitted, permitted clarifications, reference information, and any pre-award validation conducted in accordance with this RFP.

3.1.4 Evaluation Points Matrix

Each responsive Proposal will be evaluated using the following point system. The maximum possible score is 100 points.

Scoring Category	***Maximum Points***
Cost of the ELIGIBLE Products and Services	**40**
Cost of the INELIGIBLE Products and Services	**5**
Implementation Plan, Continuity of Service, and Timeline	**25**
Technical Design, SLA, Scalability, and Network Management	**15**
Experience, Financial Feasibility, and Implementation Capacity	**10**
References	**5**
MAXIMUM TOTAL SCORE	**100**

3.1.5 Scoring Considerations

In evaluating the categories above, the District may consider factors including:

- Completeness and responsiveness of the Proposal.
- Demonstrated understanding of District requirements.
- Feasibility and completeness of the proposed implementation and construction plan.
- Ability to maintain uninterrupted WAN service beginning July 1, 2027.
- Realism and completeness of the proposed schedule.
- Technical design, scalability, resiliency, SLA, monitoring, and support.
- Material dependencies involving permitting, utilities, make-ready, subcontractorsproperty access, or underlying carriers.
- Financial and operational capacity to perform the proposed solution.
- Pricing completeness and predictability throughout the proposed Contract term.
- Flexibility regarding bandwidth changes, facility consolidation, site closures, relocations, and other District changes.
- Relevant experience and references.
- Exceptions or deviations from RFP requirements.

3.1.6 Interviews

The District may conduct interviews, oral presentations, or clarification meetings with one or more Proposers when useful to the evaluation process.

The purpose of these discussions will be to clarify the submitted Proposal and validate the Proposer's understanding and ability to perform.

Interviews or clarifications shall not be used to permit a Proposer to materially revise its competitively submitted pricing or proposed scope.

References may also be contacted as part of the evaluation.

3.1.7 Pre-Award Validation

Before final award, the District may conduct the pre-award validation described in Section 2.4 with the highest-ranked Proposer.

Successful completion of pre-award validation may be a condition of final award.

If the District determines that material assumptions, financial dependencies, construction conditions, underlying carrier arrangements, or other information cannot be satisfactorily validated, the District may discontinue negotiations with that Proposer and proceed as permitted by this RFP and applicable procurement requirements.

3.1.8 Notice of Intent to Award

The District will issue written notice of its intent to award the Contract in accordance with applicable District procurement procedures.

Final award and execution of a Contract remain subject to applicable protest procedures, District approval requirements, successful Contract negotiations, and E-Rate requirements.

3.1.9 Rejection of Proposals

The District reserves the right to reject any or all Proposals, reject a Proposal determined to be non-responsive, waive minor informalities or irregularities where permitted, request clarification, or cancel and reissue the solicitation when determined to be in the District's best interest and consistent with applicable procurement requirements.

3.1.10 Proposer Notification

Proposers will be notified of the District's award decision in accordance with District procurement procedures.

3.2 PROTEST PROCEDURES

A Proposer may protest a solicitation requirement, specification, evaluation, or proposed award in accordance with this section.

3.2.1 Protest of Solicitation or Specifications

A protest or request for change concerning the RFP requirements or specifications must be submitted in writing to the District Fiscal Services Department no later than ten (10) calendar days before the Proposal Due Date.

The protest shall identify the specific requirement being challenged, the basis for the protest, and the requested change or remedy.

3.2.2 Protest of Proposed Award

A Proposer adversely affected by the District's Notice of Intent to Award may submit a written protest within seven (7) calendar days following issuance of the Notice.

The protest shall identify the specific basis for the protest and provide supporting facts demonstrating the alleged error and its effect on the evaluation or proposed award.

3.2.3 District Decision

The District will review timely protests and may request additional information as necessary.

The District will issue a written decision regarding the protest. The decision shall constitute the District's final procurement determination unless otherwise provided by applicable law or District policy.

3.2.4 Effect on Procurement Schedule

The District may extend the Proposal Due Date, postpone Contract execution, or take other action when necessary to resolve a protest or comply with applicable procurement or E-Rate requirements.

Any change to this RFP or its schedule will be communicated by written addendum.

3.3 RESERVATIONS

The District reserves the right, consistent with applicable procurement and E-Rate requirements, to:

- Reject any or all Proposals.
- Waive minor informalities or irregularities.
- Request clarification or supporting information.
- Verify information contained in a Proposal.
- Contact references.
- Conduct interviews or pre-award validation.
- Negotiate permitted Contract terms with the selected Proposer.
- Cancel or reissue the RFP.
- Decline to award a Contract when determined to be in the District's best interest.

The District is not obligated to select the lowest-priced Proposal. Selection will be based on the evaluation criteria established in this RFP, with the cost of eligible products and services receiving the greatest weight.

SECTION 4 CONTRACT TERMS AND CONDITIONS

4.1 PREVAILING WAGES AND PUBLIC WORKS REQUIREMENTS

To the extent any construction, installation, alteration, repair, improvement, or other work performed under the Contract constitutes public work under Washington law, the Contractor and all subcontractors shall comply with all applicable Washington public-works and prevailing-wage requirements, including Chapters 39.04, 39.06, and 39.12 RCW.

The Contractor shall include in its Proposal all costs associated with compliance with applicable public-works and prevailing-wage requirements.

4.1.1 Prevailing Wage Requirements

Where prevailing wage requirements apply, the Contractor and all subcontractors shall pay laborers, workers, and mechanics not less than the applicable prevailing wage rates established by the Washington State Department of Labor and Industries.

The applicable prevailing wage rates shall be based on the requirements of Chapter 39.12 RCW and the applicable Washington State Department of Labor and Industries prevailing wage schedule.

The District will provide or identify the applicable prevailing wage information in accordance with Washington law.

The Contractor shall be responsible for ensuring that all subcontractors and lower-tier subcontractors comply with applicable prevailing wage requirements.

4.1.2 Intents, Affidavits, and Payroll Documentation

Where applicable, the Contractor and all subcontractors shall file and obtain approval of all required Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid and shall provide certified payroll records and other documentation required by Washington law or the Washington State Department of Labor and Industries.

Payment, final payment, and release of retainage may be conditioned upon receipt and approval of required public-works and prevailing-wage documentation.

4.1.3 Responsible Bidder and Subcontractor Requirements

To the extent the Contract or any portion of the Project constitutes public work, the Contractor shall satisfy all applicable mandatory bidder-responsibility requirements of RCW 39.04.350 before award of the applicable public-works work.

The Contractor shall verify that applicable subcontractors satisfy the subcontractor-responsibility requirements of RCW 39.06.020 and shall include the required responsibility criteria and verification requirements in all applicable public-works subcontracts.

4.1.4 Apprenticeship Utilization

To the extent the public-works portion of the Project is subject to RCW 39.04.320, the Contractor shall comply with all applicable apprenticeship-utilization requirements, including required apprentice labor-hour percentages, utilization plans, reporting, and other applicable requirements.

4.1.5 Contractor Responsibility

Compliance with applicable public-works, prevailing-wage, bidder-responsibility, subcontractor-responsibility, and apprenticeship requirements shall not relieve the Contractor of any other obligation under the Contract.

The Contractor shall promptly notify the District if it believes a proposed activity presents uncertainty regarding the applicability of Washington public-works or prevailing-wage requirements.

4.2 DURATION OF PROPOSALS

Each Proposal shall remain firm and irrevocable for ninety (90) days following the Proposal due date unless otherwise extended by mutual written agreement.

4.3 SERVICE AND COMPLETION OBLIGATIONS

The Contractor shall perform all implementation, construction, provisioning, transition, testing, and other work necessary to satisfy the Contract requirements and schedule.

Uninterrupted WAN connectivity beginning July 1, 2027 is a material requirement of the Contract.

If the permanent Long-Term WAN Solution is not fully operational, tested, and accepted by July 1, 2027, the Contractor shall provide Interim WAN Service in accordance with this RFP.

Failure to complete the permanent solution by the required Service-Ready Date shall not relieve the Contractor of its continuity-of-service obligations.

4.4 LIQUIDATED DAMAGES

4.4.1 Schedule of Damages

For each consecutive calendar day after the agreed permanent Service-Ready Date that the Long-Term WAN Solution is not fully installed, provisioned, tested, documented, and ready for

District acceptance, the Contractor shall pay the District the sum of two hundred fifty dollars ($250) per calendar day as fixed and agreed liquidated damages and not as a penalty.

The District may deduct applicable liquidated damages from amounts otherwise due and payable to the Contractor.

Assessment or payment of liquidated damages shall not relieve the Contractor of its obligation to provide Interim WAN Service, complete the permanent Long-Term WAN Solution, correct deficiencies, or otherwise comply with the Contract.

4.4.2 Reasonable Estimated Compensation

The District and Contractor acknowledge that actual damages resulting from delayed completion of the permanent Long-Term WAN Solution may be difficult to precisely determine.

The parties agree that the liquidated damages stated in Section 4.4.1 represent a reasonable estimate of the administrative, operational, project-management, technical, and other delay-related costs and impacts the District may incur and are not intended as a penalty.

4.4.3 Excusable Delay

Liquidated damages shall not apply to the extent the Contractor demonstrates that the delay resulted from an excusable delay under Section 4.16.

The Contractor shall comply with all notice, documentation, and mitigation requirements established in Section 4.16.

Any relief from liquidated damages shall be limited to the period of delay reasonably attributable to the qualifying excusable event.

The District's determination that liquidated damages do not apply to a particular period of excusable delay shall not waive any other Contract requirement or remedy.

4.5 SUSPENSION OF WORK

The District may direct the Contractor in writing to suspend all or part of the work when necessary because of safety, noncompliance, operational concerns, District needs, or other circumstances permitted under the Contract.

During any suspension, the Contractor shall protect work in progress, materials, equipment, and District property.

Upon written direction from the District, the Contractor shall promptly resume work.

Suspension of construction or implementation activities shall not relieve the Contractor of its obligation to maintain required WAN service unless expressly agreed to by the District in writing.

4.6 APPLICABLE CONSTRUCTION AND TECHNICAL REQUIREMENTS

All construction, installation, materials, equipment, and services shall comply with the requirements of this RFP, applicable codes and standards, manufacturer requirements, permits, and applicable laws.

Where conflicts occur, the Contractor shall notify the District before proceeding with the affected work.

4.7 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and Washington State laws and regulations concerning nondiscrimination and equal employment opportunity.

The Contractor shall provide documentation of compliance when required by applicable law or reasonably requested by the District.

4.8 COST TO PREPARE PROPOSALS

All costs incurred in preparing, submitting, presenting, clarifying, or validating a Proposal are the sole responsibility of the Proposer.

The District shall not reimburse any Proposer for Proposal preparation or related costs.

4.9 HOLD HARMLESS/INDEMNIFICATION

4.9.1 District Responsibility

The District agrees to indemnify, defend, save and hold harmless the Contractor, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the District pursuant to this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the Contractor retains the right to participate in said suit if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the Contractor by an employee of the District or subcontractor or agent of the District, even if the District is thus otherwise immune from liability pursuant to the Workers' Compensation statute, Title 51 RCW.

4.9.2 Contractor Responsibility

The Contractor agrees to indemnify, defend, save and hold harmless the District, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the Contractor pursuant to this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the District, the

District retains the right to participate in said suit if any principle of public law is involved. This indemnity and hold harmless shall include any claim made against the District by an employee of the Contractor or subcontractor or agent of the Contractor, even if the Contractor is thus otherwise immune from liability pursuant to the Workers' Compensation statute, Title 51 RCW.

4.9.3 Attorney's Fees and Costs

All parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

4.10 PAYMENT AND BILLING

The Contractor may invoice recurring service charges only after the applicable service has been accepted and authorized for production use by the District, unless otherwise expressly provided in the Contract.

The Contractor must submit an invoice to the address below or email at accounting@evergreenps.org following acceptance.

Evergreen School District 114
Attn: Accounting Department
P.O. Box 8910,
Vancouver, Washington 98668-8910

Invoices shall identify, as applicable:

- Contract and Purchase Order number.
- Service period.
- Site and circuit identifier.
- Monthly recurring charges.
- Approved non-recurring charges.
- E-Rate eligible and ineligible charges.
- Taxes, fees, or surcharges.
- Other supporting information reasonably required by the District.

The District shall not be responsible for charges inconsistent with the awarded pricing or not authorized in accordance with the Contract.

Final payment for construction or installation work may be withheld until required testing, documentation, as-built records, and applicable public works documentation have been received and accepted by the District.

4.11 E-RATE REQUIREMENTS

The Contractor shall comply with all applicable Federal Communications Commission (FCC) and Universal Service Administrative Company (USAC) E-Rate requirements associated with services provided under the Contract.

4.11.1 Service Provider Eligibility

The Contractor shall maintain a valid Service Provider Identification Number (SPIN) and all other registrations, certifications, and authorizations required to participate in the E-Rate program throughout the applicable Contract and funding periods.

The Contractor shall promptly notify the District of any change in its E-Rate eligibility, SPIN status, debarment status, ownership, or other circumstance that could affect the District's eligibility for E-Rate funding or the Contractor's ability to provide E-Rate-supported services.

4.11.2 E-Rate Documentation and Cooperation

The Contractor shall provide all documentation and cooperation reasonably required by the District or its E-Rate consultant for E-Rate application, review, funding, invoicing, audit, appeal, and record-retention purposes.

The Contractor shall cooperate with requests from the District, USAC, or FCC relating to:

- Service eligibility.
- Cost allocation.
- Pricing.
- Network design.
- Fiber routes and construction.
- Special construction.
- Service delivery.
- Service start dates.
- Invoicing.
- Contract terms.
- Equipment or facilities used to provide service.
- Other matters associated with E-Rate funding.

The Contractor shall provide requested information in sufficient detail and within the time reasonably required to allow the District to respond to E-Rate program deadlines and reviews.

4.11.3 Eligible and Ineligible Costs

The Contractor shall clearly identify E-Rate eligible, ineligible, and mixed-use charges and shall provide reasonable cost allocation where required by applicable E-Rate rules.

The Contractor shall provide sufficient pricing and supporting documentation to permit the District and its E-Rate consultant to substantiate all amounts included in an FCC Form 471 funding request.

4.11.4 Lowest Corresponding Price

The Contractor shall comply with all applicable FCC Lowest Corresponding Price requirements for E-Rate-supported services.

The Contractor shall not charge the District more than the lowest price that the Contractor charges similarly situated non-residential customers for similar services where the FCC's Lowest Corresponding Price requirements apply.

4.11.5 Supply Chain Compliance

The Contractor shall comply with all applicable FCC and USAC national-security and supply-chain requirements.

The Contractor shall not provide equipment or services for which E-Rate support is prohibited under applicable FCC rules and shall provide certifications or other documentation reasonably requested by the District to demonstrate compliance.

4.11.6 Competitive Bidding Integrity

The Contractor shall comply with applicable E-Rate competitive bidding requirements and shall not engage in conduct that compromises the fairness or openness of the District's competitive bidding process.

The Contractor shall promptly disclose to the District any actual or potential organizational, financial, or other conflict of interest that could materially affect the procurement or the District's E-Rate eligibility.

4.11.7 E-Rate Funding

The District's participation in the E-Rate program does not relieve the Contractor of any obligation under the Contract.

The Contractor shall cooperate with the District in addressing any USAC or FCC inquiry, funding review, funding reduction, audit, or other E-Rate matter relating to the services provided under the Contract.

4.12 ASSIGNMENT, SUBCONTRACTING, AND CHANGE OF CONTROL

The Contractor shall not assign the Contract or materially transfer responsibility for performance without prior written approval of the District.

Use of subcontractors, underlying carriers, wholesale carriers, affiliates, or other third parties shall not relieve the Contractor of responsibility for performance of the Contract.

The Contractor shall remain the District’s contractual service provider and single point of responsibility for all services provided under the Contract.

The Contractor shall promptly notify the District of any proposed assignment, acquisition, merger, sale, change of control, or other transaction that could materially affect its ability to perform the Contract.

4.13 CONTRACTOR DEFAULT

The following may constitute material default, subject to applicable notice and cure provisions:

- Failure to provide required WAN service or continuity.
- Failure to meet material implementation or construction obligations.
- Failure to perform in accordance with the Contract.
- Material misrepresentation in the Proposal.
- Failure to maintain required insurance, performance security, licensing, or regulatory status.
- Abandonment of work or service.
- Insolvency, financial inability, or other circumstances that materially impair the Contractor's ability to perform.
- Failure to timely address a material risk to service delivery after notification by the District.

Upon default, the District may exercise remedies available under the Contract or applicable law, including obtaining replacement services and recovering allowable additional costs.

4.14 TERMINATION FOR CAUSE

If the Contractor materially fails to perform its obligations, the District may provide written notice identifying the default and, where appropriate, provide a reasonable opportunity to cure.

If the Contractor fails to timely cure the default, or if the default is not reasonably curable without jeopardizing District operations, the District may terminate all or part of the Contract and pursue available remedies.

Termination shall not relieve the Contractor of obligations or liabilities arising before the effective termination date.

4.15 CONTRACTOR TERMINATION RESTRICTIONS

The Contractor shall not terminate, abandon, or materially reduce performance under the Contract solely because actual construction costs, operating costs, financing requirements, capital requirements, underlying carrier costs, or expected profitability differ from assumptions made in preparing the Proposal.

The Contractor shall not have a general right to terminate the Contract for convenience unless expressly agreed to by the District in the final Contract.

Any Contractor termination right shall be limited to circumstances expressly stated in the Contract and shall be subject to applicable notice, transition, and continuity requirements.

4.16 FORCE MAJEURE AND EXCUSABLE DELAY

The Contractor shall promptly notify the District in writing of any event asserted to constitute an excusable delay and shall identify the anticipated impact, mitigation actions, and expected duration.

The Contractor shall use commercially reasonable efforts to mitigate the effect of any excusable delay.

The following shall not, by themselves, constitute excusable delay:

- Underestimated construction costs.
- Increased labor or material costs.
- Failure to obtain internal capital approval.
- Inability to obtain financing.
- Reduced expected profitability.
- Failure of a subcontractor or underlying carrier where reasonable alternatives are available.
- Conditions that reasonably could have been identified through appropriate due diligence before Proposal submission.

4.17 CHANGES TO CONTRACT

No modification, deviation, waiver, or change to the Contract shall be binding unless documented in writing and approved by an authorized District representative.

Direction or approval by District staff shall not by itself authorize additional compensation, modify pricing, or change Contract requirements unless approved through the Contract change process.

4.18 NON-INTERFERENCE WITH DISTRICT OPERATIONS

The Contractor shall perform work in a manner that minimizes disruption to District operations, instruction, staff, students, facilities, and network services.

The Contractor shall coordinate construction, service-impacting work, testing, and cutovers with the District in advance.

The Contractor shall perform service-impacting work, cutovers, and other activities at times approved by the District.

Any labor costs associated with work required outside normal business hours to complete the accepted implementation and cutover plan shall be included in the Contractor’s proposed pricing unless expressly identified otherwise in the Proposal and accepted by the District.

4.19 PERMITS, LICENSES, AND APPROVALS

The Contractor shall obtain and maintain all permits, licenses, rights-of-way, easements, pole attachments, utility approvals, inspections, and other authorizations required to perform its obligations, except where the Contract expressly assigns responsibility to the District.

All associated costs shall be included in the proposed pricing unless expressly identified otherwise and accepted by the District.

4.20 PROPERTY PROTECTION AND RESTORATION

The Contractor shall protect District and third-party property during performance of the work.

Any property damaged by the Contractor, its employees, subcontractors, or agents shall be promptly restored or replaced at the Contractor's expense.

4.21 WORKMANSHIP AND CLEANUP

All work shall be performed in a professional and workmanlike manner consistent with applicable industry standards.

The Contractor shall maintain orderly work areas and remove waste, debris, unused materials, and temporary facilities resulting from its work.

4.22 SPECIFICATIONS AND PLANS

All work performed under the Contract shall comply with the specifications, requirements, drawings, appendices, pricing documents, and other Contract documents incorporated into this RFP and the resulting Contract.

Any drawings, plans, routes, designs, schedules, or other technical documents submitted by the Contractor and accepted by the District shall become part of the applicable Project documentation.

The Contractor shall promptly notify the District of any conflict, inconsistency, or omission it identifies among the Contract documents before proceeding with affected work.

4.22.1 Changes to Specifications and Plans

Before Proposal submission, changes to the RFP, specifications, plans, or requirements will be issued only through written addendum by the District.

After Contract award, changes to approved specifications, plans, quantities, routes, design, scope, or other material requirements shall be made only through the written Contract change process.

The Contractor shall not rely upon oral direction or informal communication as authorization to change scope, pricing, schedule, or Contract requirements.

4.23 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract documents shall include, as applicable:

1. Final executed Contract and amendments.
2. District-issued addenda.
3. This RFP and its appendices.
4. Accepted portions of the Contractor's Proposal.
5. Accepted pricing documents.
6. Other documents expressly incorporated into the Contract.

The final Contract shall establish the controlling order of precedence in the event of conflict.

Vendor standard terms, tariffs, website terms, click-through terms, service guides, or other documents shall not modify or supersede the Contract unless expressly incorporated and accepted in writing by the District.

4.24 DELIVERY, IMPLEMENTATION, AND COMPLETION

The Contractor shall meet all agreed implementation, construction, continuity, provisioning, testing, and Service-Ready dates.

No change to an agreed material milestone or Service-Ready Date shall be effective without written District approval.

Failure to meet a permanent implementation milestone shall not relieve the Contractor of its continuity-of-service obligations.

4.25 PURCHASE ORDERS

Purchase Orders issued under the Contract are administrative authorization for approved goods or services and shall be subject to the terms of the Contract.

A Purchase Order shall not independently modify Contract pricing, scope, responsibilities, or terms unless the modification is expressly approved in accordance with the Contract change process.

4.26 PERFORMANCE AND PAYMENT SECURITY

4.26.1 Public Works Bond Requirement

To the extent any work performed under the Contract constitutes public work subject to Chapter 39.08 RCW, the Contractor shall furnish all performance and payment bonds required by Washington law.

Unless an applicable statutory exception applies, the bond shall be in the amount required by law and shall secure faithful performance of the applicable public work and payment of laborers, subcontractors, material suppliers, and other obligations required by Chapter 39.08 RCW.

4.26.2 Bond Form and Surety

Any required bond shall be in a form acceptable to the District and shall be issued by a surety authorized to conduct business in the State of Washington.

The Contractor shall provide any required bond before beginning the applicable public-works portion of the Project and within the time specified by the District following Contract award.

4.26.3 Statutory Alternatives

Where a public-works contract or portion of the work qualifies for an alternative to bonding under applicable Washington law, the District may permit the applicable statutory alternative.

Any such alternative shall be subject to the requirements and limitations of applicable law and District approval.

4.26.4 Other Performance Security

For portions of the Contract not subject to statutory public-works bonding requirements, the District may require additional performance security when warranted by the scope, value, construction requirements, financial risk, or implementation risk of the proposed solution.

Acceptable additional security may include a parent-company guarantee, irrevocable letter of credit, or other form of security acceptable to the District.

The required form and amount, if any, shall be identified before Contract execution.

4.26.5 Public Works Retainage

To the extent any portion of the Contract constitutes a public improvement subject to Chapter 60.28 RCW, the District shall retain from amounts earned on the applicable public-work portion of the Contract the retainage required by Washington law.

Release of retainage shall be subject to applicable statutory requirements, including receipt and approval of required prevailing-wage documentation, resolution of claims, required releases or clearances, and other applicable public-works closeout requirements.

Where permitted by law, the Contractor may utilize an authorized statutory alternative to retained funds.

4.26.6 Continued Contractor Responsibility

Any bond, retainage, guarantee, letter of credit, or other performance security shall not limit or replace the Contractor's obligations under the Contract, including continuity of service, completion of the permanent Long-Term WAN Solution, correction of deficiencies, payment obligations, or liability arising from Contractor default.

4.27 INSURANCE

The Contractor, at its sole expense, shall obtain and maintain the insurance required by this section throughout the term of the Contract and for any additional period required by applicable law.

The Contractor shall be financially responsible for all deductibles, self-insured retentions, and self-insurance applicable to the required coverage.

4.27.1 Certificate of Insurance

The Contractor shall provide certificates of insurance acceptable to the District demonstrating compliance with the requirements of this section.

Required certificates shall be provided before commencement of work and no later than ten (10) business days following notification of award.

No work shall begin until the District has received and accepted the required insurance documentation.

The Contractor shall provide updated certificates upon renewal, replacement, or material modification of required coverage.

4.27.2 Minimum Coverage

The Contractor shall maintain insurance providing, at a minimum:

- Bodily injury liability: $2,000,000 per person
- Property damage liability: $2,000,000 per occurrence
- Workers' Compensation: Statutory coverage as required by Washington State law.

4.27.3 Additional Insured

The District, its elected and appointed officials, employees, and agents shall be named as additional insureds on applicable liability policies where commercially available and appropriate to the coverage.

Additional-insured status is not required for Workers' Compensation coverage.

4.27.4 Cancellation or Material Change

The Contractor shall ensure that the District receives notice, consistent with the applicable policy and law, of cancellation, expiration, termination, or material reduction of required coverage.

The Contractor shall promptly provide replacement evidence of coverage if any required policy is canceled, replaced, renewed, or materially changed.

4.27.5 Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation coverage at statutory levels for all employees as required by applicable Washington State law.

The Contractor shall provide evidence of such coverage upon request by the District.

4.27.6 Subcontractors

The Contractor shall ensure that subcontractors performing work under the Contract maintain insurance appropriate to the work being performed and consistent with applicable Contract requirements.

The Contractor shall be responsible for verifying subcontractor insurance before the subcontractor begins work.

Use of a subcontractor shall not relieve the Contractor of responsibility for compliance with this section or any other Contract requirement.

4.27.7 Self-Insurance

The Contractor may self-insure only to the extent permitted by applicable Washington State law and acceptable to the District.

The District may require documentation sufficient to demonstrate the Contractor's authority and financial ability to self-insure.

4.28 DEBARMENT AND SUSPENSION

The Proposer shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in applicable federal programs.

If the Proposer is unable to make the required certification, it shall provide a written explanation with its Proposal.

Any materially false certification may constitute grounds for rejection, termination, or other remedies available to the District.

4.29 SITE CLOSURE AND FACILITY CONSOLIDATION

The District may discontinue service at an individual location due to closure, consolidation, relocation, sale, transfer, or other disposition of a facility.

The District will maintain and pay for service at an affected location for as long as the District determines the service is required.

Upon the effective service-disconnection date, recurring charges associated with that location shall cease. The District shall not be responsible for remaining-term charges, minimum revenue commitments, early termination charges, or similar penalties associated solely with the discontinued circuit.

Discontinuation of service at one or more locations shall not terminate or otherwise affect service at remaining District locations.

4.30 SEVERABILITY

If any provision of the Contract is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent they can operate independently.

GENERAL INSTRUCTIONS TO PROPOSERS – FORM A

1. Proposal Submission

Proposals shall be submitted in accordance with the submission requirements, location, format, and deadline stated in this RFP. Any Proposal received after the specified Proposal due date and time may be rejected and will not be considered for award.

2. District Reservations

The Board of Directors and District expressly reserve the right, subject to applicable law and procurement requirements, to:

A. Reject any or all Proposals or portions thereof.
B. Reject Proposals that do not meet the requirements of this RFP.
C. Waive minor informalities or irregularities where permitted.
D. Request clarification or supporting documentation from a Proposer.
E. Verify information provided in a Proposal, including references, financial information, technical capabilities, construction assumptions, and implementation plans.
F. Conduct interviews, demonstrations, discussions, or pre-award validation as permitted by this RFP.
G. Cancel or reissue the solicitation when determined to be in the District's best interest.
H. Make an award to the responsible Proposer whose Proposal provides the best overall value to the District based upon the evaluation criteria stated in this RFP.

3. Proposal Format

Proposers shall use all required District forms, worksheets, certifications, and pricing documents and shall organize their Proposal in accordance with Section 2 of this RFP.

4. Authorized Signature

The Proposal Certification and other documents requiring signature shall be signed by an individual authorized to bind the Proposer to the pricing, representations, commitments, terms, and conditions contained in the Proposal.

5. Proposal Certification

A Proposal may be deemed nonresponsive if the required Proposal Certification is omitted, materially modified, or not properly executed.

6. Proposal Deadline

Proposers are solely responsible for ensuring that their complete Proposal is received by the District by the stated due date and time.

7. Pricing

Pricing shall be complete and shall include all costs necessary to provide the proposed solution in accordance with this RFP.

Pricing shall include, as applicable:

- Monthly recurring charges.
- Non-recurring charges.
- Engineering.
- Construction and special construction.
- Permitting and make-ready.
- Labor and materials.
- Equipment.
- Installation.
- Testing.
- Project management.
- Subcontractor costs.
- Underlying or wholesale carrier costs.
- Interim WAN Service.
- Taxes, fees, and surcharges where applicable.
- Other costs necessary for complete performance.

Any discounts available to the District shall be reflected in the Proposal.

Pricing shall clearly distinguish E-Rate eligible, ineligible, and mixed-use costs as required by this RFP.

8. Pricing Errors or Inconsistencies

The District may request clarification of apparent mathematical, clerical, or pricing inconsistencies. Clarification shall not permit a Proposer to materially revise its competitive Proposal after the submission deadline.

9. Equivalent Products or Solutions

References in the RFP to a manufacturer, product, technology, standard, or service are intended to describe the required functionality, compatibility, quality, or performance unless expressly stated otherwise.

Where equivalent products or solutions are permitted, the Proposer shall provide sufficient information for the District to evaluate equivalency.

10. Alternate Solutions

A Proposer may submit more than one solution or Contract-term option only where permitted by this RFP. Each alternative shall be clearly identified, independently understandable, separately priced, and capable of evaluation on its own merits.

11. Addenda

Proposers are responsible for reviewing and acknowledging all District-issued addenda.

Only written addenda issued by the District may modify the requirements of this RFP before Proposal submission.

12. Questions and Clarifications

Questions concerning this RFP shall be submitted in accordance with the question procedures and deadlines stated in the RFP.

Proposers shall not rely upon oral representations or informal communications as modifications to the solicitation.

13. Proposal Costs

All costs associated with preparing, submitting, presenting, clarifying, or validating a Proposal shall be borne by the Proposer.

14. Due Diligence

Each Proposer is responsible for reviewing the RFP, evaluating the proposed scope, and identifying material assumptions, dependencies, exclusions, construction conditions, carrier requirements, permitting requirements, and other factors that could affect its ability to successfully perform the Contract.

15. Exceptions

Any exception to a requirement, term, condition, specification, or other provision of the RFP shall be expressly identified in the Proposal in the manner required by Section 2.

Failure to identify an exception may be considered acceptance of the applicable requirement.

16. E-Rate Requirements

Proposers shall comply with all applicable FCC and USAC E-Rate competitive bidding requirements and shall provide the information and documentation required by this RFP.

The selected Contractor shall maintain a valid Service Provider Identification Number (SPIN) and cooperate with the District and its E-Rate consultant throughout the application, review, invoicing, and audit processes.

17. No Guarantee of Award

Issuance of this RFP does not obligate the District to award a Contract or reimburse any Proposer for costs incurred in responding to the solicitation.

18. Contract Formation

No Proposal shall create a binding Contract merely by submission or selection.

Contractual obligations shall arise only upon completion of the District's required award and approval process and execution of the applicable Contract documents.

19. Proposal Incorporation

The successful Proposer's accepted Proposal, pricing, certifications, representations, and commitments may be incorporated into the resulting Contract.

20. Responsibility for Subcontractors and Third Parties

The use of subcontractors, affiliates, construction contractors, underlying carriers, wholesale carriers, or other third parties shall not relieve the successful Contractor of responsibility for complete performance of the Contract.

APPENDIX A - WAN LOCATIONS

WAN Sites

	Location	Address	Service Start Date
1	Administrative Service Center	13413 NE LEROY HAAGEN MEMORIAL DR, VANCOUVER, WA 98684	07/01/2027
2	Burnt Bridge Creek ES	14619 NE 49TH ST, VANCOUVER, WA 98682	07/01/2027
3	Burton ES	13501 NE 28TH ST, VANCOUVER, WA 98682	07/01/2027
4	Cascade MS	13900 NE 18TH STREET, VANCOUVER, WA 98684	07/01/2027
5	Cascadia Technical Academy	12200 NE 28TH ST, VANCOUVER, WA 98682	07/01/2027
6	Central Receiving	2205 NE 138TH AVE, VANCOUVER, WA 98684	07/01/2027
7	Columbia Valley ES	17500 SE SEQUOIA CIR, VANCOUVER, WA 98683	07/01/2027
8	Covington MS	11200 NE ROSEWOOD AVE, VANCOUVER, WA 98662	07/01/2027
9	Crestline ES	13003 SE 7TH ST., VANCOUVER, WA. 98683	07/01/2027
10	Ellsworth ES	512 SE ELLSWORTH RD, VANCOUVER, WA 98664	07/01/2027
11	Emerald ES	4000 NE 164TH AVENUE , VANCOUVER, WA 98682	07/01/2027
12	Endeavour ES	2701 NE FOUR SEASONS LANE, VANCOUVER, WA 98684	07/01/2027
13	Evergreen HS	14300 NE 18TH ST. VANCOUVER, WA 98684	07/01/2027
14	Fircrest ES	12001 NE 9TH ST., VANCOUVER, WA 98684	07/01/2027
15	Fisher's Landing ES	3800 SE HIDDENBROOK DR, VANCOUVER, WA 98683	07/01/2027
16	Frontier MS	7600 NE 166TH AVE., VANCOUVER, WA 98682	07/01/2027
17	Harmony ES	17404 NE 18TH ST, VANCOUVER, WA 98684	07/01/2027
18	Hearthwood ES	801 NE HEARTHWOOD BLVD, VANCOUVER, WA 98684	07/01/2027
19	Henrietta Lacks HS	9105 NE 9TH ST, VANCOUVER, WA 98664	07/01/2027
20	Heritage HS	7825 NE 130TH AVE, VANCOUVER, WA 98682	07/01/2027
21	Illahee ES	19401 SE 1ST ST, CAMAS, WA 98607	07/01/2027
22	Image ES	5201 NE 131ST AVE, VANCOUVER WA 98682	07/01/2027
23	Maintenance	3004 NE 124TH AVE, VANCOUVER, WA 98682	07/01/2027
24	Marrion ES	10119 NE 14TH ST, VANCOUVER, WA 98664	07/01/2027
25	Mill Plain ES	16200 SE 6TH ST, VANCOUVER, WA. 98684	07/01/2027
26	Mountain View HS	1500 SE BLAIRMONT DR, VANCOUVER WA 98683	07/01/2027

	Location	Address	Service Start Date
27	Orchards ES	11405 NE 69TH ST, VANCOUVER, WA 98662	07/01/2027
28	Pacific MS	2017 NE 172ND AVE, VANCOUVER, WA 98684	07/01/2027
29	Pioneer ES	7212 NE 166TH AVE, VANCOUVER, WA 98682	07/01/2027
30	Riverview ES	12601 SE RIVERIDGE DR, VANCOUVER, WA 98683	07/01/2027
31	Shahala MS	601 SE 192ND AVE, VANCOUVER, WA 98683	07/01/2027
32	Sifton ES	7301 NE 137TH AVE, VANCOUVER, WA 98682	07/01/2027
33	Silver Star ES	10500 NE 86TH ST, VANCOUVER, WA 98662	07/01/2027
34	Sunset ES	9001 NE 95TH ST, VANCOUVER, WA 98662	07/01/2027
35	Transportation	14015 NE 28TH ST, VANCOUVER, WA 98682	07/01/2027
36	Union HS	6201 NW FRIBERG/STRUNK ST, CAMAS, WA 98607	07/01/2027
37	Wy'east MS	1112 SE 136TH AVE, VANCOUVER, WA 98683	07/01/2027
38	York ES	9301 NE 152ND AVE, VANCOUVER, WA 98682	07/01/2027

ES - Elementary School | MS - Middle School | HS High School