



**EPHRATA SCHOOL DISTRICT 165**

## **Request for Proposal**

**Category Two**

**ESD165-C2 Network Equipment FY2025**

### **Request(s) Type:**

**Network Equipment**

**RFP Release Date: December 10, 2024**

**Deadline for Questions: December 20, 2024**

**Proposal Due By: January 14, 2025 by 4:00 pm PST**

**Electronic Submission Portal**

**<https://erate.imesd.k12.or.us/submission/oYo7XWygSfjQDFMclPhk>**

## Introduction

### 1.1 Purpose of Request for Proposal

Ephrata School District (hereinafter, District) is seeking a contract with a company (hereinafter, Respondent) for the following purposes:

- Upgrade Uninterrupted Power Supplies
- Switch Replacement

Intermountain Education Service District (hereinafter, IMESD) has been retained by the District to manage their E-Rate application and to conduct a fair and competitive bid for the products and services outlined in this Request for Proposal (RFP).

This RFP sets forth:

- The process whereby interested parties may respond.
- Instructions regarding the required form and content of the Respondent’s proposal or proposals.
- The functional and performance criterion for products and services.

### 1.2 Reference Number

The reference number for this RFP is **ESD165-C2 Network Equipment FY2025**. This number must be referenced on all proposals, correspondence, and documentation related to this RFP.

### 1.3 Schedule of Events

RFP Release Date:	<b>December 10, 2024</b>
Deadline for Submission of Questions:	<b>December 20, 2024, 1:00pm</b>
Proposals Due:	<b>January 14, 2025, 4:00pm</b>
Declaration of Apparent Successful Respondent:	<b>February 11, 2025</b>
Desired Implementation of Services:	<b>July 1, 2025</b>

### 1.4 Communication Regarding this RFP

All questions and comments regarding this proposal must be submitted to the following:

- Sarah Vasquez (ESD165) - [svasquez@Ephrataschools.org](mailto:svasquez@Ephrataschools.org)
- IMESD - [erate@imesd.k12.or.us](mailto:erate@imesd.k12.or.us)

The deadline for submitting questions is **December 20, 2024, 1:00pm**. Most questions will be answered in two business days. Occasionally, additional time will be required to respond accurately. To ensure questions are answered prior to bid submission, please submit questions early. Note that all interested respondents will have access to all answered questions.

IMESD and the District reserves the right to not respond to a question if doing so might violate any of the rules or laws governing this procurement process, gives one Respondent an advantage over another, or for any other reason that does not impact the integrity of the bidding process.

*Attempts to communicate with any other District employee or agent regarding any of the products, services, or ideas represented in this RFP will be viewed as an attempt to circumvent the competitive bidding process and may lead to the disqualification of your bid.*

### 1.1 Background

The District seeks qualified Respondent(s) to provide uninterruptable power supplies and one switch. All quantities referenced are approximations and the District reserves the right to increase or decrease the quantities to meet the needs of the District.

Proposals should include equipment, necessary software, licenses, taxes and fees, and shipping, as indicated on Attachment A.

All equipment and hardware supplied must be new and must have model numbers within the quote.

Licensing cost shall be included at a 3-year term. Your proposed solution may have 1-, 3- and 5-year options. The 3-year term is preferred.

Support subscriptions shall be for 1-year unless bundled with the cost of the equipment with no separately identifiable cost.

Any Respondent(s) awarded a contract based on a proposal submitted in response to this RFP will be required to comply with all FCC program regulations as well as any rules established by the Universal Services Administrative Company (USAC) and the Schools and Libraries Division.

## 2 Scope of Work

### 2.1 Wireless Access Points

Quantity	Function	Model Number
1	Switches	Ruckus ICX 8200-C08ZP (or equivalent)
7	UPS/Battery Backup	Xtreme Power XPC J60-350 (or equivalent)
17	UPS/Battery Backup	Xtreme Power XPC J60-600 (or equivalent)
2	UPS/Battery Backup	Xtreme Power XPC J60c-600 (or equivalent)
1	UPS/Battery Backup	Xtreme Power XPC V80-0.7kLi1 (or equivalent)
7	UPS/Battery Backup	Xtreme Power XPC V80-0.7kLi4 (or equivalent)
10	UPS/Battery Backup Accessory	Xtreme Power XPC SNMP-2PV3 (or equivalent)
14	UPS/Battery Backup Accessory	Xtreme Power XPC SNMP-J60 (or equivalent)

### 2.2 Training

Training is not necessary.

### 2.3 Additional Terms and Conditions

#### 2.3.1 Reseller authorization

Respondent must include evidence of reseller authorization in the proposal. Respondents who are also the manufacture, need only state this in the proposal.

### 2.3.2 Product Inspection

All products must be inspected by the winning Respondent and the District prior to installation. Inspection must include:

- Verification that the hardware is the material ordered.
- Verification that the software and/or licenses are the correct and most current version.

## 3 Contents of Proposal

All proposals must include the following:

### Brief Agency Background (Required)

No page limit but you are limited to one file (such as a PDF). Please ensure this document includes sufficient information to determine if your organization has the background and experience to complete this project if selected.

### Compatibility Statement (Provisionally Required)

No page limit but Respondents are limited to one file (such as a PDF). Proposals that include only the models listed above do not need to complete this section. All others must include documentation that demonstrates the proposed solution (1) meets or exceeds the specifications for the requested hardware and (2) is compatible with the District's current Cisco Meraki network infrastructure. Specification sheets are adequate to address the first question. Simply stating that the proposed hardware is "compatible" however, will be deemed non-responsive. Please identify any and all known compatibility issues, required workarounds, workflow management issues including but not limited to having to maintain separate management systems, and so forth. Please note that the District may ask for proof of concept and/or a demonstration to verify Respondent's documentation.

### Training Plan (Provisionally Required)

Not Applicable

### Pricing of Eligible Goods and Services (Required)

No page limit but Respondents are required to use the attached spread sheet (Attachment A).

Pricing must be inclusive of all costs associated with the equipment and services including taxes (if applicable), shipping, and other fees.

**Proposers must include pricing for both eligible and ineligible components:** a blank answer will be deemed non-responsive. If all components are eligible, then the Proposers must indicate this in the pricing.

### Reseller Authorization (Required)

No page limit but you are limited to one file (such as a PDF).

### References (Required)

The District is especially interested in the Respondent's experience and responsibilities in designing and implementing services that are comparable to the project outlined in this RFP. The Respondent must

submit a minimum of three and a maximum of five relevant references of customers whom the Respondent provided similar products in the last three years. The District prefers Washington references, those from school districts, and those of products of similar size. The following is required for each reference:

- Organization’s Name
- Organization’s Address
- Contact’s Name
- Contact’s Email Address
- Contract’s Phone Number
- Description of Service
- Installation/Project Date

Additional information (Optional)

No page limit but you are limited to one file (such as a PDF). You may include white papers, technical specifications, and other information. *This will not be scored.*

## 4 Submitting a Proposal

Bidder’s electronic copy of the Proposal must be submitted via the Electronic Submission Portal.

**Electronic Submission Portal**

<https://erate.imesd.k12.or.us/submission/oYo7XWYgsFjQDFMclPhk>

Bids will remain sealed until the bidding has been closed at which point, they will be released to the District for evaluation.

### 4.1 Respondent Contact

The proposal must include the name of the specific individual who will act as the single point of contact for the Respondent during the proposal evaluation. The proposal must identify the contact’s position in the organization, telephone number, and email address.

## 5 Scoring Criteria

Respondents who fail to provide all required information as outlined in Sections Three and Four above will be deemed non-responsive and will not be scored.

The following criteria shall be used to go evaluate responsive bids:

30 points	Price of eligible goods and services
25 points	Compatibility and Ease of Integration
15 points	Proposal Quality/Completeness
15 points	Prior Experience
15 points	References/Past Performance

## 5.1 Non-Response Bids

In addition to the criterion listed in Sections Three and Four of this RFP, the Respondent's bid response will be deemed non-responsive by the district and will be rejected without further consideration or evaluation if statements *such* as the following are included:

- “This bid does not constitute a binding offer”
- “This bid will be valid only if this offer is selected as a finalist or in the competitive range”
- “The Respondent does not commit or bind itself to any terms and conditions by this submission”
- “This document and all associated documents are non-binding and shall be used for discussion purposes only”
- “This bid will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”
- A statement of similar intent.

## 6 Additional Information

### 6.1 Addendum and Other Documents

Any modification of this RFP that results in substantial changes to the Statement of Work will be published in an Addendum to this RFP. This RFP and subsequent addendum, if any, shall be published at the Schools and Libraries Divisions EPC system. It is the responsibility of the Respondent to ensure they have reviewed the RFP and any addendum prior to submitting a proposal. If the District makes a cardinal change to the originating RFP, Respondents will be granted additional time to respond.

### 6.2 Assignment

Successful Respondent may not assign or subcontract any portion of its obligation under any contract that may result from their response to this RFP without prior written consent from the District.

### 6.3 Authorized Signature

Every proposal must be signed by the person or persons legally authorized to bind the Respondent to a contract. Proposals submitted by a third-party agent for equipment or services on behalf of another entity, must include a valid letter of authorization, power of attorney, or other documentation sufficient to certify the agent's authority to bind the Respondent.

### 6.4 Availability of Funds

Awarding of a contract may be contingent upon funding through the E-Rate program. If funding is denied, the District is not obligated to complete the project described in this RFP in part or in whole.

### 6.5 Award of Proposal

The award of any contract that comes from this RFP may be contingent upon the approval of funding from the Schools and Libraries Division of the Universal Services Administration (USAC).

### 6.6 Award Rights

The District retains the right to award all or part of the work described in this RFP, to one or more Respondents.

## 6.7 Compliance with Sexual Offender Laws

If awarded a contract with the District, the Respondent will prohibit any persons in their employ who are registered or require registering under Chapter 9A.44 RCW, from participation in this project if such participation would require them to enter upon school property.

## 6.8 Cancellation

The District retains the right to cancel this RFP and all supporting documents at any time. Cancellation notices shall be posted as an addendum in the Schools and Libraries Division EPC system.

## 6.9 Clarifications

The District reserves the right to obtain clarification of any point in the proposal obtaining information necessary to properly evaluate the proposal, including contacting subcontractors if listed in the proposal. Failure of a Respondent or subcontractors to respond to such a request for additional information or clarification may result in the rejection of the proposal. The District's retention of this right shall in no way reduce the responsibility of the Respondent to submit a complete, accurate, and clear proposal.

## 6.10 Compliance with Local, State, and Federal Laws

The Respondent must know, understand, and comply with all local ordinances and state and federal rules, regulations, and laws related to the competitive bid process.

## 6.11 Compliance with Codes and Standards

Respondents are responsible for identifying all regulatory codes, standards, and agencies having jurisdiction over and/or governing the proposed work and to ensure conformance with the same. At a minimum, and without limitation, the Respondent selected to perform the work described herein, shall conform to the following:

- Federal Communications Commissions' Rules
- Universal Services Administration Company guidelines and practices
- Occupational Safety and Health Administration
- Federal, State, City, and County laws, codes, and ordinances.

## 6.12 Confidentiality

Proposals received in response to this RFP may be subject to public records requests. It is the responsibility of the Respondent to clearly mark any information that is proprietary or otherwise exempt from federal, state, or local public information requests. (c.f. The Freedom of Information Act, 5. USC § 552). Marking the entire proposal as "proprietary" may result in the rejection of your proposal.

Any information marked as "proprietary" shall be protected to the best of the District's ability. However, the decision to release proposals remains with the District. Respondents, by submission of materials marked "Proprietary," acknowledges and agrees the District will have no obligation or liability to the Respondent in the event that it should be required to disclose these materials.

## 6.13 Conflict of Interest

Potential conflicts of interest shall not automatically result in the rejection of the proposal, but they must be declared with the proposal.

#### 6.14 Cost Allocation and Ineligible Products/Services

Some Category 2 equipment is not fully eligible for E-rate funding and requires a percentage of the base costs to be deducted to arrive at the E-rate eligible pre-discount amount.

The Respondent is responsible for correctly applying cost allocation to otherwise eligible products and services and correctly identifying ineligible products/services on the bid form.

#### 6.15 Cost of Preparing Proposal

All costs incurred in the preparation of the proposal(s) shall be the responsibility of the Respondent and shall not be reimbursed by the District. No claim for reimbursement of time, material, or travel expenses shall be made by the Respondent or their agents against the District, regardless of the results if the selection process.

#### 6.16 Debarment

The Respondent must not be debarred, suspended, proposed for debarment, voluntarily excluded or otherwise declared ineligible to enter a contract with the District by any local, state, or federal department or agency. The Respondent agrees to notify the District and the IMESD of any change to this status.

#### 6.17 Default by Respondent

The District shall hold the Respondent responsible for any damage that may be sustained because of failure to comply with or neglect of any terms of conditions listed herein. If the successful Respondent fails or neglects to furnish or deliver any of the materials, supplies, or services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the proposal, the District may, upon 30 days written notice to the Respondent, by certified mail or utilizing electronic mail with delivery confirmation, cancel the Contract in its entirety or cancel or rescind any or all items affected by such a default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies, or services elsewhere without further notice to the Respondent. In such an event, the District will process a SPIN request with USAC and select the next highest scoring Respondent per FCC rules.

#### 6.18 Design Limitations of this RFP

This RFP is intended to represent a functional description and performance criteria for required systems. The Respondent is responsible for the actual system engineer and design activities that shall lead to the final system configuration (c.f. "Cost of Preparing Proposal" above).

#### 6.19 Drug-Free Workplace

Respondents acknowledge that, pursuant to 20 U.S.C. 7101-7117 Safe and Drug-Free Schools and Communities Act, 21 U.S.C. 812 Controlled Substance Act, 41 U.S.C. 8130 Drug Free Workplace Requirements for Federal Grant Recipients, and RCW 69.50.435 Violations Committed in in or on Certain Public Places or Faculties, and District policies and procedures, the entire District, including all instructional and non-instructional facilities, are drug-free environments, including smoking, vaping, and the use of other tobacco products. By submitting a proposal pursuant to this RFP, the Respondent agrees to comply and to ensure any and all subcontractors comply with these laws, codes, and policies.



## 6.20 E-Rate Eligibility

The District is seeking support for this project through the Schools and Libraries Division of the Universal Services Administration Company (USAC). Thus, Respondents must:

- Be a participating E-rate Respondent with a valid SPIN.
- Be prepared to utilize the Service Provider Invoice (SPI) reimbursement method.
- Make themselves thoroughly familiar with all E-rate rules and regulations.
- Clearly identify costs associated with items and/or services that are not eligible for E-rate discounts.
- Provide all necessary support and documentation required in the event of an audit, review, or inquiry.

The successful Respondent will be liable for any loss of funds that result from their failure to respond to information requests from the FCC or USAC.

## 6.21 Errors in the Proposal

Respondents are responsible for all errors and omissions in their proposal and any such errors or omissions shall not serve to diminish their obligations to the District.

## 6.22 Fair Employment Practices

In the performance of any contract derived from this RFP, the Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, disability, national origin, or any other protected class.

## 6.23 Hold Harmless

Respondent shall defend, indemnify, and hold harmless the District and its governing board, officers, employees and agents from and against any and all demands, debts, liens claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgments, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the District, arising from or connected in any way directly or indirectly or as a consequence-of the acts and omissions of Respondent, its agents, or any person, firm or corporation employed by the Respondent, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, including, but not limited to, its failure to comply with its obligations under this agreement and under the law.

## 6.24 Inconsistencies

In the case of inconsistencies or disputes among the Agreement, the District's RFP, and the Respondent's Response to the RFP, the following order of precedence shall prevail in descending order of priority:

1. The Agreement and any written and fully signed amendments thereto.
2. The District's RFP and any written amendments thereto.
3. The Respondent's Response to the RFP and any authorized written amendment or clarifications thereto.

### 6.25 Incorporation of the RFP and Proposal in the Final Agreement

This RFP and the selected Respondent's response, including all promises, warranties, commitments, and representations made, shall be binding and incorporated by reference into the District's contract with the Respondent.

### 6.26 Proposal Disposition

All materials submitted in response to this RFP shall become the property of the District.

### 6.27 Right to Waive Irregularities

The District reserves the right to waive minor irregularities that do not otherwise impact the mandatory requirements of this RFP. The District also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the requirement and doing so does not materially affect the scope of the project.

### 6.28 Red Light Status

Respondent must not be in 'red light' status with the Federal Communications Commission as listed here: <https://apps.fcc.gov/redlight/login2.cfm>

### 6.29 Severability

If any provision or part of a provision of this Request for Proposal is found invalid, illegal, unenforceable, or in violation of FCC rules, that portion shall be modified or severed from this RFP and the remaining provisions deemed valid and enforceable. In the event of a modification or removal of any provision or part of a provision of this RFP, IMESD shall publish an addendum the Schools and Libraries Division EPC system.

### 6.30 Taxes and other fees

Current sales taxes and other fees must be included in the proposal.

### 6.31 Terms of Validity

Proposal should be valid for a period of 180 days or the date of the FCDL, whichever is greater.

### 6.32 Use of Subcontractors

The Respondent shall, in all cases, serve as the sole point of contact with regard to any subcontracted services, equipment, software, and supplies, and shall ensure that any and all subcontractors comply with the terms of this RFP and subsequent Agreement(s). Responsibility for all work shall be the sole responsibility of the Respondent.

### 6.33 Withdrawal of Proposal

The Respondent may withdraw their proposal from consideration at any time prior to the bid opening by contacting IMESD at [erate@imesd.k12.or.us](mailto:erate@imesd.k12.or.us).