# MOLALLA RIVER ACADEMY

# COVER PAGE

# E-RATE MANAGED INTERNAL BROADBAND SERVICE

Invitation to Bid (ITB)

# 2027-MRA-C2 MIBS

Date of Issue: November 18, 2026

Closing Date and Time: December 31, 2026, at 4:00 PM

Single Point of Contact (SPC): Iva Quinlan, Executive Director


| | |
|---|---|
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Electronic Submission Portal
https://erate.imesd.k12.or.us/submission/a24688d1cd0ceb7faee0

Molalla River Academy promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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## LIST OF ATTACHMENTS

ATTACHMENT A: PROPOSER INFORMATION AND CERTIFICATION SHEET

ATTACHMENT B: RESPONSIBILITY INQUIRY

ATTACHMENT C: CERTIFIED DISADVANTAGED BUSINESS OUTREACH PLAN

# SECTION 1: GENERAL INFORMATION

## 1.1 SUMMARY OVERVIEW

The Molalla River Academy ("District") issues the Invitation to Bid ("ITB") to solicit proposals for support management services for an existing network infrastructure including a firewall, switches, and wireless access points. These services are currently provided by a third party with a contract end date of June 2027

## 1.2 SPECIFICATIONS

This district is seeking bids for Managed Internal Broadband Service ("MIBS") with district-owned equipment for wired and wireless infrastructure including switches, switch accessories, and wireless access points. A complete list of equipment is listed below.

Note the District may update equipment during the contract; though the model numbers may change, the District does not anticipate significant changes to the quantity of hardware during the terms of this contract.

**1 - Meraki MX67 Firewall**

**2 -Meraki MS120-24P PoE Switch**

**10 - Meraki M46 AP**

**Minimum Levels of Service**

1. Service must meet the definition of Managed Internal Broadband Services as defined in the most current version of the Eligible Services List (ESL).

2. Service must include remote technical support.

3. Service must include a process for escalating support requests that allows either the Respondent or the School to initiate an escalation.

4. Service must include support for renewing security certificates, updating firmware, installing patches, and so forth.

Service Level Agreement (SLA must guarantee response times for routine support requests made by phone or email, between 6 AM and 5 PM on business days of four hours or less.

SLA must guarantee response times for emergency support requests made by phone or email, between the hours of 6 AM and 5 PM on business days of one hour or less.

An emergency is any outage or downed system related to covered equipment.

A business day is any day, Monday through Friday, that is not officially recognized as a state or federal holiday.

### Desired Features

The following service components are optional.

1. Ability to provide same-day, onsite support if needed to resolve emergency issues related to covered equipment.

2. Ability to provide additional, out-of-scope work on a time and materials basis, if needed.

3. Service may include 24/7 emergency support.

### Service Maintenance

Scheduling Routine Maintenance

The Respondent and District will develop an agreed-upon window of time for all regularly scheduled maintenance activities, including renewing security certificates, updating firmware, installing patches, and so forth if such activities bring any covered hardware offline or reduce availability. Under no circumstances will routine maintenance be performed within seven days of, or during, state-required testing.

### Unplanned Emergency Maintenance

The Respondents shall notify the school immediately of any unplanned emergency maintenance activities. Notification must include a description of the problem, actions taken or planned and anticipated timeline for resolution.

## 1.3 SCHEDULE OF EVENTS

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this ITB.

| Event | Date | Time |
|---|---|---|
| Questions / Requests for Clarification Due | December 1, 2026 | 04:00 PM |
| Answers to Questions / Requests for Clarification Issued (approx.) | December 8, 2026 | |
| ITB Protest Period Ends | 7 Calendar Days Prior to ITB Closing | |
| Closing (Bid Due) | See ITB Cover Page | |
| Issuance of Notice of Intent to Award (approx.) | January 28, 2027 | |
| Award Protest Period Ends | 7 Calendar Days After Notice of Intent to Award | |

## 1.4 DEFINITION OF TERMS

For the purposes of this ITB, capitalized words are defined in **OAR 125-246-0110**, unless otherwise defined within this ITB.

### 1.5 SINGLE POINT OF CONTACT (SPC)

All questions, requests for clarification, and protests about any component of this ITB, including the technical requirements, contractual requirements, and the procurement process must be directed to the SPC identified on the cover page of this ITB.

## SECTION 2: ITB PROCESS

### 2.1 PROCUREMENT AUTHORITY

District is conducting this ITB pursuant to ORS 279A.050 and OAR 125-246-0170(3).

### 2.2 PROCUREMENT METHOD

District is using the Competitive Sealed Bidding method, pursuant to ORS 279B.055 and OAR 125-247-0255, and may use any available optional procedures.

### 2.3 PUBLIC NOTICE

This ITB, including all Amendments, Attachments and Exhibits are posted on the Universal Service Administrative Company (USAC) website at https://data.usac.org/publicreports/Forms/Form470Detail/Index. ITB documents will not be mailed.

Modifications, if any, to this ITB will be made by written Amendment(s) published with the Universal Service Administrative Company (USAC). Prospective Bidder is solely responsible for checking USAC to determine whether any Amendment(s) have been issued. Amendment(s) are incorporated into the ITB by this reference.

### 2.4 QUESTIONS AND CLARIFICATIONS

All inquiries, whether relating to the ITB process, administration, deadline, or method of award or to the intent or technical aspects of the ITB must:

- Be delivered to the SPC via email
- Reference the ITB number
- Identify Bidder's name and contact information
- Refer to the specific area of the ITB being questioned (i.e., page, section, and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

Questions by telephone are not accepted.

## 2.5 SOLICITATION PROTESTS

### 2.5.1 Protests to ITB

Prospective Bidder may submit a Written protest of anything contained in this ITB. This is prospective Bidder's only opportunity to protest the provisions of the ITB, except that Bidder may protest Amendment(s) as provided below.

### 2.5.2 Protests to Amendment(s)

Prospective Bidder may submit a Written protest of anything contained in an Amendment. Protests to an Amendment, if issued, must be submitted by 4:00 PM Pacific Time on the second Business Day following the issuance of the Amendment or the date/time specified in the Amendment, or they will not be considered. Protests of matters not added or modified by the Amendment will not be considered.

### 2.5.3 Protest Requirements

All protests must:

- Be delivered to the SPC via email
- Reference the ITB number
- Identify prospective Bidder's name and contact information
- Be sent by an authorized representative
- State the reason for the protest, including:
  - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the ITB provisions or other relief sought
- Protests to the ITB must be received by the due date and time identified in the Schedule
- Protests to an Amendment must be received by the due date identified in the respective Amendment

# SECTION 3: INSTRUCTIONS TO PROSPECTIVE BIDDERS

## 3.1 ACCEPTANCE PERIOD

Bids are firm offers for a period of 180 calendar days from Closing.

## 3.2 BID SUBMISSION REQUIREMENTS (GENERAL)

### 3.2.1 Bid Format

Bidder shall submit an electronic copy of the Bid. The total combined size of the Bid and Coversheet should be compressed so it does not exceed 50 megabytes.

Bidder's electronic copy of the Bid must be submitted via the Electronic Submission Portal as listed on the Cover Page and must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx).

Bid should not include extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Bid. Do not include marketing or advertising material in the Bid, unless requested. Bid should be straightforward and address the requests of the ITB. Bid containing unsolicited marketing or advertising material may be considered non-Responsive if required information is difficult to locate.

### 3.2.2 Bid Delivery Options

Bidder is solely responsible for ensuring its Bid is received by the SPC in accordance with the ITB requirements before Closing. District is not responsible for any transmission errors or delays for any reason. A Bid submitted by any means not authorized below will be rejected. The following delivery options are permitted for this ITB:

- A Bid may be delivered through the Electronic Submission Portal as listed on the Cover Page.

### 3.2.3 Bid Modification or Withdrawal

If a Bidder wishes to make modifications to a submitted Bid, it must submit its modification in one of the authorized methods listed in the Bid Delivery Options section. To be effective the notice must include the ITB number and be submitted to the SPC prior to Closing.

If a Bidder wishes to withdraw a submitted Bid, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to Closing in accordance with OAR 125-247-0440. To be effective the notice must include the ITB number.

### 3.2.4 Late Bids

A Bid (including all required submittal items) must be received by the SPC on or before Closing. All Bid modifications or withdrawals must be received prior to Closing.

A Bid received after Closing is considered LATE and will NOT be accepted for evaluation. A late Bid will be returned to the Bidder or destroyed.

### 3.2.5 Opening of Bids

Bids will be publicly opened and the names of all Bidders will be read by District at the location identified on the cover page of this ITB.

## 3.3 BID REQUIREMENTS (PASS/FAIL)

Bids will be reviewed on a Pass/Fail basis. Failure to provide any of the information or comply with any of the requirements in this section and its subsections MAY be considered non-Responsive. District has the right to determine if Bids substantially meet the requirements of this ITB.

### 3.3.1 Closing

Bids must be submitted by Closing to be considered.

### 3.3.2 Required Forms

Bidder must submit the following forms:

- Attachment A - Bidder Information and Certification Sheet
- Attachment B - Responsibility Inquiry
- Attachment C - Certified Disadvantaged Business Task Plan

### 3.3.3 Bidder Information and Certification Sheet

Bidder shall complete and submit the Bidder Information and Certification Sheet (Attachment A).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Bidder Information and Certification Sheet may result in a finding of non-Responsibility.

### 3.3.4 Authorized Signature

The Bid must be signed by person(s) legally authorized to bind the Bidder to the Bid and the Price Agreement resulting from this ITB. Upon request by District, any representative submitting a Bid on behalf of the Bidder shall provide a current document certifying the representative's authority to bind the Bidder. Upon request of District, Bidder shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the Bid to execute agreements on behalf of the entity.

Failure of the authorized representative to sign the Bid may subject the Bid to rejection by District.

### 3.3.5 USAC Registration

All Bidders must be capable of providing telecommunication services under the Universal Service Support Mechanism, be a registered service provider with USAC, and have a USAC

issued 498 ID (Service Provider Identification Number - SPIN). The SPIN must be clearly displayed.

Bidder must be prepared to accommodate either E-Rate reimbursement method, BEAR (Form 472) or SPI (Form 474), based on the preference and selection of the District. The selected method will be communicated during contract negotiations or service implementation. Compliance with the chosen method is a condition of contract award.

#### 3.3.5.1 Eligible/Ineligible Costs

E-Rate eligible and ineligible costs must be separated.

#### 3.3.5.2 Warranties

A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component, without a separately identifiable cost, may be included in the cost of the component.

#### 3.3.5.3 Lowest Corresponding Price (LCP)

Bidders should propose their Lowest Corresponding Price (LCP) (as required by the SLD 1996 Universal Service Order, 12 FCC Rcd 87, 383, para. 540).

#### 3.3.5.4 Freight

Include an estimate of freight charges based upon all items quoted.

#### 3.3.5.5 Restrictions

All products are required to be new (no grey market products) with the original manufacturer's warranty. Bidder must be an authorized reseller of the represented manufacturer.

Per USF National Security Rule FCC 19-121 barring the use of USF funding to purchase equipment for E-Rate purposes, Service Providers are certifying that the proposed equipment is not from a company with an FCC Designation as a National Security threat.

## 3.4 BID REVIEW METHODOLOGY

### 3.4.1 Responsiveness Determination

A Bid received prior to Closing will be reviewed to determine if it is Responsive to all ITB requirements including compliance with Minimum Qualifications section and Minimum Submission Requirements section. If the Bid is unclear, the SPC may request clarification from Bidder. However, clarifications may not be used to rehabilitate a non-Responsive Bid. If the SPC finds the Bid non-Responsive, the Bid may be rejected, however, District may waive mistakes in accordance with OAR 125-247-0470.

### 3.4.2 Responsibility Determination

District will determine if an apparent successful Bidder is Responsible prior to award and execution of the Price Agreement. Selected Bidder(s) shall submit a signed Responsibility Inquiry form (Attachment B) within 5 Business Days of receipt of Intent to Award notice.

At any time prior to award, District may reject a Bidder found to be not Responsible.

### 3.4.3 Cost Comparison

District shall award the Price Agreement to the lowest Responsible Bidder whose bid substantially complies with the requirements and criteria set forth in this Section. If the ITB authorizes the award of multiple Price Agreements, District shall award the Price Agreement to the Responsible Bidders whose Bids substantially comply with the requirements and criteria set forth in the ITB.

### 3.4.4 Minimum Qualifications (Pass/Fail)

District may reject a Bid for any of the following reasons:

- Bidder fails to substantially comply with all prescribed ITB procedures and requirements, including but not limited to the requirement that Bidder's authorized representative sign the Bid.
- Bidder has liquidated and delinquent debt owed to the State or any department or agency of the State.
- Bidder fails to meet the responsibility requirements of ORS 279B.110.
- Bidder makes any contact regarding this ITB with State representatives such as State employees or officials other than the SPC or persons authorized by the SPC, or inappropriate contact with the SPC.
- Bid is conditioned on District's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the ITB or Amendment(s).
- Bid includes equipment from a manufacturer with an FCC Designation as a National Security Threat.

## 3.5 METHOD OF AWARD

### 3.5.1 General Award

If awarded, District must award the Price Agreement/Price Agreement to the Responsible Bidder submitting the lowest, Responsive Bid. District may award by item, groups of items or the entire Offer provided such Award is consistent with this ITB and in the public interest.

# SECTION 4: INTENT TO AWARD

## 4.1 INTENT TO AWARD NOTICE

District will notify all Bidders in Writing that District intends to award a Price Agreement to the selected Bidder(s).

## 4.2 INTENT TO AWARD PROTEST

### 4.2.1 Protest Submission

An Affected Bidder shall have 7 calendar days from the date of the intent to award notice to file a Written protest.

A Bidder is an Affected Bidder only if the Bidder would be eligible for Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Bids are non-Responsive.
- District has failed to conduct an evaluation of Bids in accordance with the criteria or process described in the ITB.
- District abused its discretion in rejecting the protestor's Bid as non-Responsive.
- District's evaluation of Bid or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If District receives only one Bid, District may dispense with the evaluation process and intent to award protest period and proceed with Contract Negotiations and award.

#### 4.2.1.1 Protest Requirements

All protests must:

- Be delivered to the SPC via email
- Reference the ITB number
- Identify prospective Bidder's name and contact information
- Be signed by an authorized representative
- Specify the grounds for the protest
- Be received within 7 calendar days of the intent to award notice

### 4.2.2 Response to Protest

District will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Bidder. Protests that do not include the required information may not be considered by District.

## 4.3 APPARENT SUCCESSFUL BIDDER SUBMISSION REQUIREMENTS

Bidders who are selected for a Price Agreement award under this ITB will be required to submit additional information and comply with the following:

### 4.3.1 Taxpayer Identification Number

The apparent successful Bidder shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by District or when the backup withholding status or any other relevant information of Bidder has changed since the last submitted W-9 form, if any.

### 4.3.2 Business Registry

If selected for award, Bidder shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Information about these requirements may be found at http://sos.oregon.gov/business/pages/register.aspx.

### 4.3.3 Responsibility Inquiry

Prior to award, the apparent successful Bidder shall be required to complete and submit Attachment B - Responsibility Inquiry.

### 4.3.4 Pay Equity Certification

If selected for award and the Contract value exceeds $500,000 and Bidder employs 50 or more full-time workers, Bidder shall submit to District a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Bidder by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx.

ORS 279B.110(2)(f) requires that Bidder provide this prior to execution of the Contract.

### 4.3.5 Nondiscrimination in Employment

As a condition of receiving the award of a Price Agreement under this ITB, Bidder must certify by its Signature on the Bidder Information and Certification Sheet (Attachment A), in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice that the policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

# SECTION 5: PRICE AGREEMENT EXECUTION

After submission of the required information and insurances identified in the ITB by the Bidder and obtaining all requisite approvals required, District will proceed with final award.

District will follow the purchasing policies of the District Board, State procurement laws and regulations, and requirements and procedures of the FCC's E-Rate program as administered by the Universal Service Administrative Company to be eligible for all available funding. The implementation of any associated Price Agreements resulting from this competitive bid process will be dependent on District's issuance of a written Purchase Order. E-Rate funding notification alone will not signify a District purchase. The District will have the right to allow any associated Price Agreements to expire without implementation if appropriate funding does not come available.

# SECTION 6: ADDITIONAL INFORMATION

## 6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, District encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. District also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit: https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz

If the Contract has potential subcontracting opportunities, the successful Bidder may be required to submit a completed Certified Disadvantaged Business Task Plan (Attachment ) prior to execution.

## 6.2 BREACH OF PRICE AGREEMENT

If the successful Bidder breaches a term of condition of an awarded Price Agreement, the District may terminate the agreement. In addition to the right to terminate due to breach, and all other rights and remedies contained in other provisions, the District reserves all its rights and remedies at law and in equity available due to the breach.

If the District breaches a term or condition of an awarded Price Agreement, the successful Bidder's remedy shall be limited to termination of the Price Agreement and receipt of payment by the District for any equipment, article, material, or service provided by the successful Bidder pursuant to the Price Agreement prior to the termination date.

## 6.3 GOVERNING LAWS AND REGULATIONS

This ITB is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this ITB, evaluation and award is the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section 6.2 be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

## 6.4 OWNERSHIP/PERMISSION TO USE MATERIALS

All Bids are public records and are subject to public inspection after District issues the Notice of Intent to Award. Application of the Oregon Public Records Law will determine whether any information is exempt from disclosure.

All Bids submitted in response to this ITB become the Property of District. By submitting a Bid in response to this ITB, Bidder grants the District a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Bid solely for the purpose of evaluating the Bid, negotiating a Contract, if awarded to Bidder, or as otherwise needed to administer the ITB process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Bids, including supporting materials, will not be returned to Bidder, except in the case of Bids that were submitted late and rejected by District.

## 6.5 CANCELLATION OF ITB; REJECTION OF BIDS; NO DAMAGES

Pursuant to ORS 279B.100, District may reject any or all Bids in-whole or in-part, or may cancel this ITB at any time when the rejection or cancellation is in the best interest of the State or District, as determined by District. Neither the State nor any State agency is liable to any Bidder for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the ITB or a Contract award, or the rejection of any Bid.

## 6.6 COST OF SUBMITTING A BID

Bidder shall pay all costs incurred in connection with its Bid, including, but not limited to, the costs to prepare and submit the Bid, costs of samples and other supporting materials, costs to participate in demonstrations, and costs associated with protests.