

REQUEST FOR PROPOSAL
For
FortiGate Firewall

USAC/E-Rate 470 # 240007075

Proposal Due: January 20th, 2024



Port Angeles School District #121
905 West 9th Street
Port Angeles, WA 98363

Contents

OVERVIEW..... 3

INSTRUCTIONS TO VENDORS..... 3

1) INTERPRETATION OF PLANS AND DOCUMENTS..... 3

2) PREPARATION OF PROPOSAL..... 3

3) DELIVERY OF PROPOSAL..... 4

4) PROPOSAL FORM/TAXES 4

5) CONTRACT DEFAULT 4

6) VENDOR ELIGIBILITY 5

7) VENDOR/PORT ANGELES SCHOOL DISTRICT RELATIONSHIP 5

8) NON-DISCRMINATION AGREEMENT 5

9) BILLING 5

10) REJECTION OF PROPOSALS..... 6

11) BINDING CONTRACT 6

12) CONTRACT AWARDDING BASIS 6

13) CONFLICTS OF INTEREST 6

14) PRICE GUARANTEE 7

15) DURATION OF CONTRACT:..... 7

16) ASSIGNMENT OF CONTRACT..... 7

17) ADVERTISING..... 7

18) CONTRACT INFORMATION 7

PROJECT SCOPE TECHNICAL REQUIREMENTS 8

VENDOR APPLICATION PACKET 9

APPENDIX A – CHECKLIST OF ITEMS..... 13

OVERVIEW

The Port Angeles School District ("District") is requesting proposals for a FortiGate Firewall with a three year service bundle. Vendors must be able to provide this service in compliance with Federal E-rate regulations, including having a valid SPIN number. Proposals from Vendors without a SPIN number will not be considered.

Award of this proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Program. The successful Vendor agrees to receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Fund ("USF"), and/or its agents, the National Exchange Carrier Associations ("NECA"), and/or the Schools and Libraries Corporation ("SLC"). Port Angeles School District and the successful Vendor will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements as described under Section 254 of the Communications Act of 1934, as amended, 47 C.F.R. #254, and any competitive requirements contained in 47 C.F.R. #54.504.

INSTRUCTIONS TO VENDORS

1) INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or find discrepancies in, or omission from, the plans or specifications, the person may submit to the authorized representative a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Such request must be submitted not less than five (5) days prior to the proposal due date. Any interpretation or correction of the contract documents will be made only by written addendum duly issued and a copy of such addendum will be posted on the district website next to the original RFP document. The District will not be responsible for any other explanations or interpretations of the contract documents. No oral interpretation of any provision in the contract documents will be made to any Vendor or binding on the District.

2) PREPARATION OF PROPOSAL

Each proposal shall be made on forms furnished by the District and must be signed by a person authorized to provide pricing and enter contracts, with the signature in full. The address and telephone number of the vendor shall be included with the proposal. Failure to sign the RFP form shall result in a non-responsive RFP.

Any omission of prices on required items shown in the proposal form may render the proposal as being incomplete and may become cause for rejection of the proposal, in sole discretion of the District. When not responding on an item, specify by a N/A in the appropriate space.

3) DELIVERY OF PROPOSAL

- A. Each proposal shall be completely sealed in a separate envelope, properly addressed to the District at the address indicated on the proposal form, with the name and address of the vendor and the name of the project for which the proposal was submitted, plainly written on the outside of the envelope.
- B. Sealed proposals will be received at the time and place stated in this Request for Proposal. It is the sole responsibility of the vendor to see that the proposal is delivered on time. Any proposal received after the scheduled closing time for receipt of proposals may not be considered.
- C. Proposals shall be submitted intact, including all proposal documents and acknowledgment of all addenda posted on District website.
- D. Upon delivery, proposals become the property of the Port Angeles School District.

PROPOSALS ARE DUE January 20th, 2024 at 3:00pm and MUST BE MAILED/DELIVERED TO:

Port Angeles School District
905 West 9th Street
Port Angeles, WA 98363

ENVELOPE MUST BE CLEARLY MARKED:

RFP for FortiGate Firewall

NOTE: Faxed, emailed or electronic copies will NOT be accepted.

4) PROPOSAL FORM/TAXES

Only proposals made on the provided forms will be considered.

Proposals shall include sales tax. The District is not tax exempt.

5) CONTRACT DEFAULT

Your proposal is subject to all terms and conditions as herein established in this RFP and include price, quality, and delivery. Failure to provide services proposed by the agreed project timeline and at the proposed prices will be considered contract default and the Business Office reserves the right to declare the contract terminated and to purchase the merchandise on the open market. If a greater price than the contract price has been paid by the District Business Office, such increase shall be the vendor's responsibility.

6) VENDOR ELIGIBILITY

Vendors must have an active Vendor Identification Number (SPIN) assigned by the Schools and Libraries Division (SLD), and maintain the valid SPIN number for the duration of the contract. Failure to maintain a valid SPIN number may result in default of this contract.

7) VENDOR/PORT ANGELES SCHOOL DISTRICT RELATIONSHIP

Vendor's relationship to the District in the performance of services that may be required for certain items shall be that of an independent contractor. Any personnel performing services under this contract shall at all times be under vendor's exclusive direction and control and shall be employees of vendor and not employees of the District. Vendor shall cover or insure all of its employees performing services under this contract in compliance with the applicable laws relating to workman's compensation and employers' liability insurance.

8) NON-DISCRIMINATION AGREEMENT

Vendor agrees not to discriminate against any client, employee or applicant for employment because of on the basis of race, creed, color, political and religious beliefs, national origin, gender, sexual orientation, marital or parental status, socioeconomic status, health status, or the presence of physical, sensory or mental disability. The vendor must also comply with any applicable affirmative action programs. This provision shall become a material part of the contract and shall be grounds, if violated, for termination of the contractual relationship at the discretion of the District.

9) BILLING

Vendor must be willing to accept direct payment from the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) for the eligible portion of services provided. Consistent with E-rate guidelines, the District will determine which payment model will be used.

Funding Commitment Considerations

As described in e-rate program rules, both the District and the Vendor will receive a Funding Commitment Decision Letter (FCDL) stating how much of the Service Cost will be paid by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The portion of the Service Cost paid for by USAC is defined on the FCDL and is referred to as the Discounted Portion. In some cases, the FCDL may state that the funding is completely denied. A "Funding Year" is synonymous to USAC's definition of a funding year, which is generally from July 1st until June 30th of the next year. An FCDL will be issued for each Funding Year, and is only applicable to that Funding Year.

Price and Payment if Funding is Approved

If the FCDL shows that funding is approved then the District, at its discretion, may choose to have the Amount Due be the Undiscounted Portion instead of the total Service Cost.

Price and Payment if Funding is Denied

If the FCDL state that funding is completely denied for the Services then the District may terminate the Services on or after the date it received the FCDL by providing a request in writing (“Termination Request”) to the Vendor. The date that the District requests to terminate the Service (“Termination Date”) will be at least 15 days after the Termination Request.

10) REJECTION OF PROPOSALS

The District reserves the right to reject any or all proposals and to not make an award. The award of the contract, if made by the District, will be made to the qualified vendor submitting the most satisfactory proposal based on the criteria 12, if it is to the district’s best interest to accept such a proposal. The right is reserved by the District to waive any informalities or errors in the RF: that, in the sole opinion of the District, do not materially affect the RFP (RCW 43.19).

11) BINDING CONTRACT

A formal contract may be issued by the District. The issuance of a purchase order by the District to the successful Vendor does not form a binding contract. This RFP and RFP response shall become part of any contract between the Vendor and the District.

12) CONTRACT AWARDING BASIS

The District will award the contract on the following basis:

<u>Factor</u>	<u>Weight</u>
Price	20%
Integration with existing architecture/management	15%
Local provider preference	15%
Other costs factors (including price of ineligible goods and services, prices of changing providers, price for breaching contracts, etc.)	15%
Additional training requirements and staff skill development	15%
Technical Specifications, Design and Service Level Agreement	10%
Customer References	10%

The District reserves the right to award the contract to one or more vendors.

13) CONFLICTS OF INTEREST

No director, employee or agent of the vendor shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with the work, or enter into any non-consumer business arrangement with any director, employee representative of the District, other than as a representative of the District, without prior written notification thereof to the District. Any representative(s) authorized by the District’s Superintendent may audit all records of the Vendor, that pertain to the District, for the sole purpose of determining whether there has been compliance with this paragraph. Information obtained through this process shall be administered confidentially.

14) PRICE GUARANTEE

Prices must remain firm for the duration of the contract as specified in Section 15.

15) DURATION OF CONTRACT:

Contract must be good through July 1st, 2024.

The District anticipates making purchases once a Funding Commitment Decision Letter is received.

16) ASSIGNMENT OF CONTRACT

The vendor shall not assign this contract, any part thereof, nor any monies owing thereunder, without the prior approval of the District.

The vendor shall have total responsibility for meeting the terms and conditions of this contract.

17) ADVERTISING

Award of this contract does not grant the right to the vendor to utilize the award in advertising media without written consent of the District.

18) CONTRACT INFORMATION

For information about this RFP, please contact IN WRITING/EMAIL/FAX:

Jarred Blausen
Director of Educational Technology
jblausen@portangelesschools.org
Port Angeles School District
905 West 9th Street
Port Angeles, WA, 98363
Fax: 360-452-9005

Questions on these documents will be routed to an appropriate staff member for response, and the response will be emailed. Vendors are reminded that questions must be submitted in writing or email.

PROJECT SCOPE TECHNICAL REQUIREMENTS

The Port Angeles School District is currently seeking proposals for the modernization of the district's firewall system. This initiative involves the replacement of the outdated FortiGate 600D firewall with a more advanced solution.

The existing firewall is a FortiGate 600D. The district is looking to upgrade this to a FortiGate 601F firewall with a 3-year Enterprise Support Service agreement.

- FortiGate 601F firewall:
 - Intrusion Protection Service throughput of 14 Gbps
 - 16 @ 1 Gbps RJ45 ports
 - 4 @ 10G Ethernet SFP+ ports
- 3-Year Enterprise Support Services

Note: For the past decade, the Port Angeles School District has relied on Fortinet security equipment, which includes established configurations that cater to our system requirements. Over this period, our staff has acquired the proficiency to effectively operate this intricate technology. Therefore, switching to an alternative firewall provider is not currently a viable option for us.

VENDOR APPLICATION PACKET

In addition to the required documents, vendors are welcome to submit any additional promotion or information materials that would be helpful in establishing the vendor's reputation and services provided.

VENDOR INFORMATION

Name: _____

Mailing Address: _____

Corporate Website Address: _____

Telephone Number: _____

SPIN Number: _____ **Are you a Common Carrier?** Yes No

CONTRACTOR INFORMATION

If you are bidding on any wiring portion of this RFP, please complete the following information:

Are you on the District's Small Works Roster? Yes No

If not, do you meet the criteria to apply and be approved to be on the Small Works Roster? Yes No

WA State Contractor License Number: _____

VENDOR AGENT INFORMATION

The following person is authorized to enter into contracts and provide pricing on behalf of the Vendor:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

PRICING

Submission of Pricing Information

On a separate document, please include pricing for the equipment specified in the Project Scope Technical Requirements.

- Pricing should include taxes but listed separately from price of equipment or service
- Pricing should NOT include any E-rate discounts
- The District anticipated purchasing in quantities sufficient for the scope specified; indicate if pricing will differ if purchased in lesser quantities
- Include any separate shipping charges

CUSTOMER REFERENCES

Please provide references of at least three (3) customers of similar size and scope, with at least one (1) of those being a school district in the State of Washington. If not proposing Aruba wireless equipment and/or Cisco networking equipment include at least one customer reference where you have integrated the proposed equipment with an Aruba wireless and Cisco LAN/WAN Network with Cisco Unified Call Manger.

Reference #1

Company/Agency Name: _____

City/State: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Date of Installation: _____

Reference #2

Company/Agency Name: _____

City/State: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Date of Installation: _____

Reference #3

Company/Agency Name: _____

City/State: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Date of Installation: _____

Additional Reference

Company/Agency Name: _____

City/State: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Date of Installation: _____

CERTIFICATIONS

Debarment

As per the Code of Federal Regulation, this certification is required when federal funds are being utilized.

Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has authorization to enter into the attached contract.

Non-Collusion

Vendor certifies proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not thereon, named, and further, that the vendor has not directly or indirectly induced or solicited any other vendor on the foregoing work or equipment to put in a sham proposal, or any other person or corporation to refrain from responding, and that vendor has not, in any manner, sought by collusion to secure himself, or to any other person, an advantage over any other vendor or vendors.

Non-Discrimination

Vendor agrees not to discriminate against any client, employee or applicant for employment because of race, creed, color, political and religious beliefs, national origin, gender, sexual orientation, marital or parental status, socioeconomic status, health status, or the presence of physical, sensory or mental disability. The vendor must comply with any applicable affirmative action programs. This provision shall become a material part of the contract and shall be grounds, if violated, for termination of the contractual relationship at the discretion of the District.

Contract Addendums

Vendor has reviewed any addendums to this document as posted on the District's website (<http://www.portantelesschools.org/erate>) and RFP response includes any applicable information from those addendums.

As an authorized agent of _____, I certify the pricing provided and all of the above standards are true and correct.

Signature of Vendor Agent

Date

Printed Name and Title of Vendor Agent

APPENDIX A – CHECKLIST OF ITEMS

- Application Packet**
Pages 9-12 of this document, fully completed, including:
 - Vendor Information (p. 9)
 - Pricing (p. 10, include separate document)
 - Customer References (p. 11)
 - Certification/Signature (p.12)

- Warranty/Replacement Terms**
Description of manufacturer's warranty and service terms and vendor's process for return/exchange of defective equipment.

- Technical Prints/Descriptions**
 - Proposed equipment model(s) and equivalents
 - For wiring, schematics and/or technical descriptions of installation paths for each specified location

- Additional Terms/Conditions/Contracting Documents**
Any additional documents that would be required by organization to enter into this contract

- Marked Envelope**
The envelope must be properly marked as specified in Section 3 and received by the due date/time