



**Intermediate Request for Proposals (RFP) #2025-02**

**Wi-Fi Hotspots for Off-premises Patron Use**

**Jackson County Library District**

205 South Central Avenue  
Medford, OR 97501

**Issue Date:**

Wednesday, February 19, 2025

**Closing Date and Time:**

Wednesday, March 19, 2025, 11 a.m.

**Single Point of Contact (SPC):**

Kelda Vath, Assistant Director of Support Services  
kvath@jcls.org 541-734-3973

## **NOTICE OF RFP**

Notice is hereby given that the Jackson County Library District (JCLD), which operates as Jackson County Library Services, is seeking proposals for the procurement of Wi-Fi Hotspots for off-premises patron use.

**Proposals will be accepted electronically no later than 11:00 AM Pacific Time on March 19, 2025.** No proposals will be received after closing.

This RFP may be obtained through the EPC portal for E-Rate, on the Oregon Buys eProcurement System, and on the on the Jackson County Library Services website. RFP documents will not be mailed to prospective proposers.

### **Proposal Delivery Options**

Submit proposals via email to the SPC, [kvath@jcls.org](mailto:kvath@jcls.org), Assistant Director of Support Services.

This RFP is being shared in accordance with ORS 297B.070, intermediate procurement request for proposals.

**No pre-proposal conference will be held.**

### **POSTED:**

- February 19, 2025, EPC portal for E-Rate, <https://forms.universalservice.org/portal/login>
- February 19, 2025, Jackson County Library Services' website, <https://jcls.org/about/library-district/>
- February 20, 2025 Oregon Buys, <https://oregonbuys.gov/bs/>

Questions related to this solicitation should be directed to SPC Kelda Vath ([kvath@jcls.org](mailto:kvath@jcls.org)) by 4:00pm on March 5, 2025. Please indicate "**RFP #2025-02 Question**" in the subject line.

JCLD reserves the right to reject any and all proposals. No proposer may withdraw their bid for a period of ninety (90) days after the date set for the opening of proposals. Refer to the formal RFP documents and specifications for additional information, terms, and conditions.

**PLEASE NOTE** that the Project is funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF) (the "E-Rate Program"). Therefore, all Proposers must be knowledgeable of, and comply with, all E-Rate requirements including those applicable to Technology Equipment and work provided by service providers including any and all reporting requirements and compliance with all applicable federal laws. Proposers must provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number with their proposal.

**JACKSON COUNTY LIBRARY DISTRICT**  
205 S. Central Avenue  
Medford, OR 97501

**February 19, 2025**

**RFP #2025-02**  
**Wi-Fi Hotspots for Off-premises Patron Use**

**Proposals Due:**  
**Wednesday, March 19, 2025, 11:00 AM Pacific Time**

Please bid your lowest prices for the items or services on the attached specification sheets. Before submitting your proposal, please read the **Instructions and Conditions** and thoroughly acquaint yourself with the project.

Submit all proposals electronically via email to SPC, Kelda Vath at [kvath@jcls.org](mailto:kvath@jcls.org) by the time and date listed above and reference RFP #2025-02 in the subject line. Proposals received after closing will not be considered.

Questions related to this solicitation should be directed to Kelda Vath ([kvath@jcls.org](mailto:kvath@jcls.org)) by 4:00pm on March 5, 2025. Please indicate "**RFP #2025-02 Question**" in the subject line.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.

Proposer Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ (Must Be A Written Signature!)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Complete Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note: Proposals submitted by fax ARE NOT acceptable!**

This Form is to be submitted with your proposal.

# Jackson County Library District

## INSTRUCTIONS AND CONDITIONS - RFP #2025-02

### 1. PREPARATION OF PROPOSALS

Proposals must be submitted electronically and must comply in all regards with the requirements of this solicitation. PDF files are preferred, but Word and Excel files will be accepted. Both unit price and extension (where applicable) for all line items must be submitted along with required proposal documents. Prices listed should be pre-eRate discount costs, and ineligible components and/or cost allocation requirements should be identified, if applicable.

A complete description of the services/solutions, as required by the SLD, must be attached to, or submitted with, these costs. Bid on each item separately. Prices should be stated in units specified hereon.

### 2. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these proposal documents. The District reserves the right to reject all proposals that do not conform to the specifications. When bidding on brands other than those specified, the Proposer must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the proposal. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested, they must be furnished free. Samples will be returned at proposer's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

### 3. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the proposer's list.

### 4. ACCEPTANCE OF PROPOSALS

Awards will be made on a unit and line item basis unless otherwise specified. The right is reserved to reject any or all proposals and to accept or reject any line items thereon and to make any combination of line item awards. Proposals may be rejected on grounds of non-responsiveness or non-responsibility under ORS 279B.110.

### 5. PUBLIC RECORD/CONFIDENTIAL OR PROPRIETARY INFORMATION

All Proposals are public record and are subject to public inspection after the District issues the Notice of the Intent to Award. If a Proposer believes that any portion of its proposal contains any information that is a trade secret under ORS Chapter 192.345(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit and a fully redacted version of its Proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.311 through 192.478) and identifying the proposal, in whole, as exempt from disclosure is not acceptable. District advises each Proposer to consult with its own legal counsel regarding disclosure issues.

If Proposer fails to identify the portions of the proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information. Proposer shall hold the Jackson County Library District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this proposal. All Proposals submitted in response to this solicitation become the property of the District. By submitting a

Proposal in response to this solicitation, Proposer 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 Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the intermediate procurement process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478).

#### **6. FAILURE TO PERFORM SCOPE OF WORK**

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to be to the best advantage of the Jackson County Library District. Any failure to furnish such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. JCLD reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to JCLD, if requested.

#### **7. PROPOSAL SIGNATURES**

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

#### **8. CANCELLATION, REJECTION, DELAY OF RFP**

Pursuant to ORS 279B.100, the District may reject any or all Proposals in-whole or in-part, or may cancel this solicitation at any time when the rejection or cancellation is in the best interest of the District, as determined by District. Any solicitation may be delayed or suspended when the delay or suspension is in the best interest of the District, as determined by the District. The District is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the solicitation, award, or rejection of any Proposal.

Proposers are advised, E-Rate funding may be a condition precedent to the effectiveness of any agreement formed pursuant to this bid. If for some reason USAC – SLD does not approve funds for E-Rate Funding Year 2025, the District, at its sole discretion, may deem all proposals and agreements null and void, and the District may reject all proposals at no cost or penalty to the District, unless agreed upon by both parties in a written addendum. Further, if the District is unable to obtain additional funding to supplement the E-Rate funding, it may similarly declare the agreements null and void without any penalty to the District. The District may also decide, at its sole discretion, to continue with all or a portion of the services set forth herein in the event E-rate funding is not available, in which case the District shall issue payment through alternative funds.

#### **9. COST OF SUBMITTING PROPOSAL**

Proposers shall be solely responsible for all costs associated with submitting a proposal pursuant to this RFP, including any costs incurred to preparing the response and preparing to meet the requirements of the RFP.

#### **10. REQUIRED DELIVERY DATES (RDD)**

Actual delivery of the equipment or services shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. **Give careful attention to any Required Delivery Dates (RDD) included in the Specifications or Bid Sheets.** Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. **Bid all items F. O. B. shipping point and specify freight as a non-taxable line item unless otherwise directed.**

## **11. PAYMENT**

Prompt payment for equipment may be requested after actual delivery of goods to the required destination as outlined in the **REQUIRED DELIVERY DATES (RDD)** conditions. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

## **12. STANDARD COMMERCIAL USE (Products Only)**

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this proposal have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

## **13. AWARD**

Award will be made to the lowest-priced proposer who is fully responsive to the terms of this solicitation. A bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-responsive Proposal. If the SPC finds the Proposer non-responsive, the proposal may be rejected, however, the Library may waive mistakes in accordance with OAR 125-247-0470.

In accordance with OAR 137-047-0261(6)(a)(A), the Library may establish a Competitive Range of all Proposers who have made a good faith effort in submitting a proposal in response to this solicitation for the purpose of correcting deficiencies in proposals for determining responsiveness. JCLD reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

The Library will notify all Proposers in Writing that the Library has issued an intent to award a Contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

## **14. WARRANTY/QUALITY**

The supplier, manufacturer, or his assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date.

The District prefers the use of sustainable practices when applicable such as the use of recycled and locally sourced materials.

## **15. PRICING - TERM OF CONTRACT**

Intended contract term is one (1) year, plus the option of two (2) one-year extensions. Quoted prices must stay in effect for the duration of the contract and may be extended upon mutual consent of District and vendor for an additional two (2) one- year periods in accordance with the terms and conditions provided in the awarded contract.

## **16. E-RATE REQUIREMENTS**

Lines of service that have no data usage for approximately three consecutive months must be terminated by the service provider. Service providers are required to notify applicants of each line of hotspot service that goes unused for at minimum 60 consecutive days and to provide applicants 30 days for the hotspot to be used before officially terminating the line of service.

Service providers are required to provide schools and libraries with data usage reports at least once per billing period. Schools and libraries should regularly review these reports to identify hotspots with periods of non-usage.

Because the services/solutions specified in the proposal are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, Oregon state

requirements and District requirements. All Proposers submitting proposals must be knowledgeable of all requirements to obtain and maintain E-Rate funding eligibility. These requirements include, but are not limited to, the requirements set forth below. Proposers must be prepared to utilize any E-rate billing method as chosen by the District, at its sole discretion. The District generally prefers the SPI (Service Provider Invoice) method of billing where the District pays only the non-Erate eligible charges. However, should the District, at any time, decide that it is in the best interest of the District to file a BEAR Form 472, the District will inform the selected proposers(s) of its intention and the selected proposer(s) shall adjust their billing accordingly at no cost to the District. Thus, bidders must indicate that they can and will comply with any billing method required or chosen by the District at the District's sole discretion.

Proposer's proposals must include documentation establishing that it meets all of these requirements as well as the conditions set forth in this RFP:

Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, may be presumed to be unable to meet this requirement. The District reserves the right, at its sole discretion, to determine if any work or service provided by the Proposer constitutes unsatisfactory performance through its evaluation process as set forth herein.

Have the ability to maintain adequate files and records and meet any and all statistical reporting requirements, and to provide any information necessary to meet all applicable FCC requirements, including any possible audits throughout the course of the Technology Solution.

Have the administrative and fiscal capability to provide and manage the proposed services/solutions and to ensure an adequate audit trail.

The District strongly prefers that the Proposer agree to bill and receive a portion of the payment for the provisions of goods and services/solutions described herein directly from USAC via the Form 474 Service Provider Invoice (SPI) process, billing the District only for its discounted share of costs. Proposers are to indicate if they are, or are not, willing and able to use the SPI process.

**The pre-discount cost and description of all services/solutions and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost. A complete description of the services/solutions, as required by the SLD, must be attached to, or submitted with, these costs including tax and freight as applicable.**

**The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number for the provider of proposed services. A SPIN is a unique nine-digit number assigned to your company by USAC. You may want more than one SPIN to participate in Schools and Libraries Program.**

# RFP SPECIFICATIONS

## RFP #2025-02 Wi-Fi Hotspots for Off-premises Patron Use

### Specifications for Wi-Fi Hotspots for Off-premises Patron Use

Jackson County Library District is seeking proposals for **430 Wi-Fi hotspots with monthly data service** for off-premises use to expand a Wi-Fi hotspot lending program so that Jackson County library patrons with need can borrow E-Rate supported Wi-Fi hotspots.

#### 1. Wi-Fi hotspot device

- a. Must be portable
- b. Must be a standalone Wi-Fi hotspot without calling or additional features.
- c. Each Wi-Fi hotspot must have an associated line of service
- d. 4G or 5G Internet connectivity
- e. E-Sim capability strongly preferred
- f. Capable of offering a CIPA compliant filtration through first or third party service provider.

#### 2. Monthly Service for Wi-Fi hotspot device

- a. Lines of service will be added and removed on an ongoing basis determined by the needs library patrons.
- b. Lines of service may be cancelled by the District at any time before the next billing cycle without penalty.
- c. Lines of service that have no data usage: Service providers are required to notify applicants of each line that goes unused for 60 days and to provide applicants 30 days for the Wi-Fi hotspot to be used before terminating the line of service.
- d. Service providers are required to provide a web-based hotspot management platform for use by library district staff in managing hotspot devices. API capabilities preferred.
- e. Service providers are required to provide data usage reports at least once per billing period.
- f. If applicable, all taxes and fees should be on a separate line item when billing.
- g. If there is an additional cost for CIPA filtration, that cost must be on a separate line item.

#### 3. Service Area

Service provider must deliver reliable and robust wireless internet connectivity covering the Jackson County Library District service area comprised of the entirety of Jackson County, Oregon, including rural and remote areas.

Note that rural residents of Jackson County without home broadband internet connections are among the key audiences for this wireless service.



**RFP #2025-02**

**Pricing Sheet for Wi-Fi hotspots for Off-premises Patron Use**

Please provide "each" unit pricing for 430 devices and corresponding data service below:

**1. Wi-Fi hotspot device**

- a. Model: \_\_\_\_\_ or equivalent
- b. Price: \_\_\_\_\_
- c. Taxes: \_\_\_\_\_
- d. One Time Fees: \_\_\_\_\_
- e. Circle Y for Yes or N for No for each feature of this device:
  - i. Portable Y / N
  - ii. Standalone Wi-Fi hotspot without calling or additional features Y / N
  - iii. 4G Internet connectivity Y / N
  - iv. 5G Internet connectivity Y / N
  - v. E-Sim capable Y / N
  - vi. Capable of offering CIPA compliant filtration through first or third party service provider Y / N

**2. Monthly Service for Wi-Fi hotspot device**

- a. Monthly Recurring Cost (MRC): \_\_\_\_\_
- b. Taxes on MRC : \_\_\_\_\_
- c. Monthly Fees or Fees On MRC: \_\_\_\_\_
- d. Circle Y for Yes or N for No for each feature of this plan:
  - i. 4G Internet connectivity Y / N
  - ii. 5G Internet connectivity Y / N
  - iii. Data usage reports at least once per billing cycle Y / N
- e. Additional cost for CIPA filtration: \_\_\_\_\_ (if applicable)

**3. Confirmation of Service Area Coverage**

- a. Circle Y for Yes or N for No to confirm
  - i. Wireless Internet service provides consistent, high quality coverage across Jackson County, Oregon, including rural regions Y / N