

## ***E-RATE YEAR 17 (2014/2015) RFP Lassen County Office of Education***

Lassen County Office of Education is seeking proposals for the upcoming Year 17 round of E-Rate. The County is seeking proposals:

**Part A** - Purchase of **network electronics** with factory warranties.

**Part B** – Purchase of **VoIP phone system**

**Part C** – Purchase of **video conference units**

### **Service Provider Criteria and Contract Requirements**

*Lassen COE wishes to take advantage of E-Rate funding discounts.*

The successful bidder(s) will be responsible for participating in the Federal E-Rate program.

In addition, the County may use this bid to issue purchase orders and pay for items on a purchase order that are not eligible for E-RATE discounts. The County will pay the vendor using County funds for these purchases.

Prices must be held firm for the duration of the E-Rate Year 17 fiscal year ending September 30, 2015, or until the end of resulting contract. Proposals must clearly identify costs associated in items/services that are not eligible for E-Rate discount.

These projects and services depend on partial funding from the E-rate program.

- Applicant expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount.
- NO billing or work can take place before July 1, 2014.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal.
- The vendor is responsible for providing a valid SPIN (Service Provider Identification Number) at the time the bid is submitted
- ***The vendor is responsible for providing an FCC Registration Number (FRN) with their proposal. Any potential bidder found to be in Red-Light Status will be disqualified from participation in the bidding process and will be considered non-responsive.***
- All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996.

- The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the County for our records.

All Service Providers will be responsible for procuring the discounted amount from the SLD. Applicant will not provide the form 472 (BEAR form reimbursement process).

The County reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval. The County reserves the right to accept the pricing proposal solely dependent upon SLD approval.

In addition, the County reserves the right to fund, (proceed with project or purchase) or not to fund regardless of E-rate approval.

## **Schedule of Events**

### **Part A, B and C**

Quote offered: February 10, 2014

Quote closing: 4:00 p.m. PST on March 14, 2014

Selection: Prior to March 25, 2014

Award of Quote Contingent upon funding from E-RATE

*Note: No job walk required*

All proposals are to contain costs for taxes and shipping as separate items. Items not eligible for E-Rate discount must be clearly identified. Items partially eligible for E-Rate discount must be clearly identified, including what percentage is eligible.

Proposals must be submitted in writing to:

Lassen County Office of Education

Attn: Lorie Garate

[lgarate@lcoe.org](mailto:lgarate@lcoe.org)

472-013 Johnstonville Road North  
Susanville, CA 96130

**Late proposals will not be accepted.**

## **Proposal Evaluation**

It is anticipated that a contract will be made with the provider(s) whose proposal is determined to be in the overall best interest of the County. The main evaluation considerations are price, industry experience, and qualifications.

## **SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS**

1. **PROPOSAL SUBMISSION REQUIREMENT:** Proposals shall be submitted to the address above and labeled as follows:

LCOE – Y2014/15 – Part A  
LCOE – Y2014/15 – Part B  
LCOE – Y2014/15 – Part C

It is the sole responsibility of the bidder so see that his proposal is received in proper time as stated in the Schedule of Events. Any proposal received after the scheduled closing time for receipt of proposals will be rejected.

2. **QUESTIONS RELATED TO THE RFP:** Questions - All requests for information (RFI) should be made in writing via e-mail to Lorie Garate at [lgarate@lcoe.org](mailto:lgarate@lcoe.org). Be aware that all parties will be copied on the questions and responses.
3. **TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
4. **ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
5. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of Lassen County Office of Education owned existing equipment referenced herein. These specifications are meant to outline the County's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirement.
6. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. Lassen County Office of Education is not exempt from California State sales and use taxes. Lassen County Office of Education is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
7. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In the case a proposal is submitted by a corporation, a duly authorized officer or agent thereof must sign it in the name of such corporation.
8. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as —Prime Facie evidence of compliance with this section.
9. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time between the hour of proposal submittal and the hour of proposal opening and, having done so, no bidder will be permitted to resubmit a proposal.
10. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal either personally, by written request, e-mail, fax, or by telegraphic request confirmed in the manner specified in Section 13 above prior to the scheduled closing time for receipt of proposals. All proposals received by Lassen County Office of Education shall remain subject to the acceptance for a period of ninety (90) calendar days after the date of the proposal opening.

11. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the Lassen County Office of Education, or who is a defaulter as surety, contractor or otherwise.
12. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the County, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the County satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
13. **ACCEPTANCE OR REJECTION OF PROPOSALS:** Lassen County Office of Education reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the County.
14. **THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with Lassen County Office of Education. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
15. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
16. **BRANDS:** When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The County shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the County as the standard of quality and utility.
17. **SAMPLES:** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item would not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted should be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the County.
18. **FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
19. **ASSIGNMENT PROHIBITED:** No contract awarded under this proposal shall be assigned without the approval of the Board of Trustees. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.
20. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the County and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the County, or by any of its officers or agents of items to be supplied by the Bidder.
21. **DELIVERY:** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the Lassen County Office of Education as specified in the contract. Deliveries in advance of the time

specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the County. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. The Bidder or his surety as described in this paragraph shall pay any additional cost or expense incurred by the County, in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder.

22. **INSPECTION OF ITEMS FURNISHED:** All items furnished shall be subject to inspection and rejection by the County for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery, which do not meet specifications, may be deducted from the contract price.
23. **INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
- The Bidder shall send written notice to the County of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts, which show the condition, which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the County or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
  - The County may cancel the contract or purchase order, entirely or in part.
  - The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the County of a new purchase order or other written instruction.
24. **WARRANTY-PRODUCT:** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the County and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
25. **EQUAL OPPORTUNITY EMPLOYMENT:** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
26. No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall exercise its best judgment for the benefit of the County in making a decision whether to proceed or not, depending on all the facts and circumstances.
27. **ARBITRATION:** All claims of \$375,000 or less which arise between the bidder and the County shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

28. **E-RATE PARTICIPATION:** Lassen County Office of Education is participating in the Federal Universal Service Discount program for schools and libraries (E- Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E- Rate funding by the SLD. The County reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.
29. **SPIN:** Each vendor providing services to Lassen County Office of Education, as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Corporation can be reached online at: <http://www.usac.org/sl/providers>

### Parts A, B and C SCOPE OF WORK

The County has provided manufacturer preference but is willing to accept proposals featuring other equipment that is functionally equivalent. Functional equivalence must be proven through documentation provided by the bidder. Preference will be shown to proposals that feature the manufacturer quoted in this RFP. All equipment must be new and from an authorized reseller of the manufacturers product for which they are quoting. No refurbished or grey-market gear will be accepted. The following are the minimum requirements for the network electronics. The vendor's solution must be equivalent to this bill of materials in functionality.

#### Bill of Materials (Part A)

##### Connectivity (switching and wireless)

Quantity	Part number	Description
2	J9540A	HP 5412-92G-PoE+-4G v2 zl Switch with Premium Software
4	J9306A	HP 1500W PoE+ zl Power Supply
10	J9534A	HP 24-port Gig-T PoE+ v2 zl Module
2	J9538A	HP 8-port 10GbE SFP+ v2 zl Module
4	J9150A	HP X132 10G SFP+ LC SR Transceiver
4	J4858C	HP X121 1G SFP LC SX Transceiver
4	J9285B	HP X242 10G SFP+ to SFP+ 7m Direct Attach Copper Cable
8		Fiber Patch Cables - LC-ST, 62.5 125um, Duplex Multimode, 5 m long
1	J9370A	HP MSM765 zl Mobility Controller
6	J9621A	HP MSM466 Dual Radio 802.11n Access Point - America
6	J9659A	HP Indoor Omnidirectional Dual Band 2.5/6dBi MIMO 6 Element Antenna
1		HP Installation and Startup Service Care Pack for HP5412 with MSM765zl
4	J9310A	HP 3500-24G-PoE+ yl Switch
4	J9312A	HP 10GbE 2-port SFP+/2-port CX4 yl Module
4	J8993A	HP 3500 yl Premium License
1	HV086E	1 -year, 24x7 software phone support, software updates + Next Business Day Hardware Exchange

**Bill of Materials – Part B  
VoIP Phone System**

Quantity	Part number	Description
1	50006269	Mitel 3300 MXe III Expanded Controller
1	50003560	Embedded digital trunk module
1	50006489	3300 160GB SATA HDD 2 pack RAID set
1	50006431	One MXe III RAID Sub-System
2	50005084	MXe III power supply
1	54004973	MCD Enterprise PBX Software
2	50006271	Pwr Crd C13 10A 125V – NA Plug
1	50005105	ASU II
2	50005731	24 port ONSp analog line card
1	50005751	DSP II MMC
1	50005104	4 PLUS 12 PORT COMBO analog trunk card
1	54003522	(4 channels) MCD T38 license
1	54000650	(8 channels) MCD G729 license
2	51003344	3300 ICP PATCH PANEL
1		One year warranty/software assurance

**Bill of Materials – Part C  
Video Conference Units**

Quantity	Part number	Description
2		Polycom RealPresence Group 700
2		Polycom HDX 4500