

REQUEST FOR PROPOSALS (RFP)

2015 RUSD Network Equipment RFP

Rescue Union Elementary School District – Entity Number 144577

Form 470 Application # 686310001321576

E-rate period 7/1/2015 – 6/30/2016

Rescue Union School District, here after referred to as “District”, is seeking responses from qualified providers for **Network Switching Equipment** in accordance with the Schools and Library Division (SLD) and E-rate funding process.

Solicitation and Service Description

The Rescue Union School District is seeking quotes for network switching and UPS equipment. Proposals should include detailed billing and include hardware, shipping and taxes. Installation services will not be needed.

The intent of this document is to define specifications for the equipment. All services must be provided solely by a single vendor. Please see Appendix A for list of school sites and quantities by school site.

Equipment and Services: Rescue Union School District requests bids for the network switching and UPS equipment at the schools listed in appendix A. You must provide bids for the following network hardware (or equivalent).

The District's eligible network switching equipment includes (or equivalent):

Part Number	Quantity	Description
HP J9539A#ABA	4	HP 5406-44G-PoE+-4G-SFP v2 zl Switch with Premium Software
HP J8768A	5	HP 24-port Gig-T VI Module
HP J9637A	4	HP 12-port Gig-T PoE+ / 12-port SFP v2 zl Module
HP J9306A#ABA	8	HP 1500W PoE+ zl Power Supply

The District's eligible network UPS equipment includes (or equivalent):

Part Number	Quantity	Description
SU3000RTXLCD2U	4	Tripp Lite SmartOnline 3kVA On-Line Double-Conversion UPS, 2U Rackmount, Interactive LCD display, 100/110/120/127V NEMA outlets
SU3000RTXLCD3U	1	SmartOnline 3kVA On-Line Double-Conversion UPS, 3U Rackmount, Interactive LCD display, 100/110/120/127V NEMA outlets
SU3000XLCD	2	Tripp Lite SmartOnline 3kVA On-Line Double-Conversion UPS, Tower, Interactive LCD display, 100/110/120/127V, NEMA 5-15/20R & L5-30R outlets
SNMPWEBCARD	6	Tripp Lite SNMP Web/Card, Remote Monitoring / Control, SmartPro or SmartOnline UPS Systems
BP72V28RT-3U	2	Tripp Lite BP72V28RT-3U - 3U External 72V Rack/Tower Battery Pack for select Tripp Lite UPS systems

Special Conditions:

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Rescue Union School District and documented with new price sheet sent to Rescue Union School District Office.
2. All equipment/service costs must be new and included and identified separately.
3. Manufacturer must warrant all parts and equipment.

E-rate Requirements

The services requested in this RFP are dependent on funding from the E-rate program. The District expects each prospective bidder to make themselves thoroughly familiar with all applicable rules and regulations regarding the E-rate program. For further information regarding the E-rate Program please reference the Universal Service Administrative Company's (USAC) Schools and Library Division (SLD) website:

<http://www.universalservice.org/s/>

All contracts entered into as a result of this Request for Proposal and the associated Form 470 will be contingent upon:

1. Initial funding approval by the SLD.
2. Continued funding of Network Switching Equipment annually by the SLD through the E-rate program.
3. Approved funded amount equal to the funding amount as requested on the Form 471.
4. The Vendor providing, at the time of bid, and maintaining a valid Service Provider Identification Number (SPIN) consistent with the type of service requested in this RFP.
5. A certified Form 486 filed by the District and a written "Notice to Proceed" from the District to the winning Bidder to initiate service.

Per the requirement of the E-rate Program no purchase, billing and/or service may begin for this contract until July 1, 2015 and may not extend past June 30, 2016.

The District's percentage rate, as determined on the Form 471, will be the maximum that the District is liable for. The Service Provider will be responsible to invoice USAC for the balance, using the Service Provider Invoicing method (SPI Form 474). Prior to invoicing USAC for services rendered on this project, Contractor agrees to provide the District a copy of their USAC invoice to verify that the material has been delivered and accepted by the District before Contractor bills USAC.

The District reserves the right to terminate any contract and/or agreement even with SLD funding approval. The District reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Proposal Submission:

All prospective bidders wishing to provide a proposal for this project must submit (hand deliver, mail, fax or email) their bid to the **Rescue Union School District** no later than **March 13, 2015 at 03:00 PM Pacific Time**. The deadline for all questions regarding this RFP will be **03:00 PM on March 10, 2015**.

Delivery Preferences:

1. Email:
Sheila Simmons ssimmons@rescueusd.org
2. Mail or Hand Deliver:
Rescue Union School District
2390 Bass Lake Road
Rescue, CA 95672
3. Fax:
(530) 677-0719

All bid packages, hard or electronic copy, will bear the bidder name, SPIN and the words "E-rate Submission" on the cover or "subject" line.

Questions, Possible Addendums and Withdrawal of Proposals:

1. The individual identified below will be the sole contact for inquiries or information relating to this RFP.
Sheila Simmons ssimmons@rescueusd.org
2. Failure to adhere to this policy may result in disqualification of the Proposer.
3. The District will respond in writing to all questions and post them on our webpage at:
<http://www.rescueusd.org/erate2015>
4. The deadline for all questions regarding this RFP will be **03:00 PM, on March 10, 2015**.

Bid Requirements

To receive the highest consideration by the District, it is desired that each bidder will provide, at a minimum, the following information in their RFP response:

- 1) **Itemized Bid Price Sheet** – All bid prices provided by the bidder will be itemized, per the requirement of the E-rate Program. Bidder will provide itemized cost for a minimum of the following; eligible services/equipment, ineligible services/equipment, one-time costs, installation costs, any fixed costs, and utilization costs (such as cost per call and cost per minute/increment). Bidder will include in their bid response all monthly unit pricing for each component of this system and an annual estimate of the California Teleconnect Fund discount when applicable.
- 2) **Taxes and Insurance** - All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
- 3) **Vendor Information** – Bidder will provide in their bid package documentation that details; firm name, business address and phone/fax numbers of the office and corporation facilities, a brief overview of the bidder's organization, a brief history of your firm, the primary contact person to support this contract(s), and the bidder's Service Provider Identification Number (SPIN).
- 4) **List of References** – Bidder will include a minimum of 3 client references, school district references preferred. References will include Contact Name, Organization Name, Telephone and email information for Contact.
- 5) **Vendor Qualifications** – Bidder will provide in their bid package sufficient documentation that demonstrates the bidder's ability to provide the equipment as requested in this RFP.
- 6) **Contract** - The bidder to whom the award is made shall be required to enter into a written contract with the District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
- 7) **Brands** - When a particular brand or brand and model 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 model number, if any, which he will furnish. The District 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 model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.
- 8) **Samples** - Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will 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 shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
- 9) **Delivery** - All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District 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 District. 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. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.
- 10) **Inspection of Items Furnished** - All items furnished shall be subject to inspection and rejection by the District 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.
- 11) **Product Warranty** - 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 District 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.

No bid will be accepted from or contract awarded to a bidder:

- 1) Who does not hold a valid Service Provider Identification Number (SPIN) and is in good standing with the FCC/USAC

Contract Requirements

The District intends to use the Service Provider's supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider supplied agreement must include all the provisions mentioned in this RFP for the Service Provider's proposal to be considered responsive.

Bid Evaluation Criteria

The District will evaluate and select the winning bid based on the following criteria:

- 1) **Price** – The price of eligible goods and services will be the highest weighted factor. The District will be evaluating price based on the eligible monthly and eligible “one-time” costs.
- 2) **Other Cost Factors** – The District will evaluate the other cost factors based on, but not limited to, the cost of service for “ineligible” goods and services, the cost of early termination for existing contract(s), any additional training required by District staff to implement, any additional costs incurred by the District for the start of the requested service, the projected life expectancy of the product in years.
- 3) **Accuracy of Bid Response** – The District will evaluate the prospective bidder’s bid response for, but not limited to, completeness of bid package, terms and conditions of Service Agreement, amendments and/or exceptions to the requested Service.
- 4) **Experience** – The District will evaluate prospective bidder’s experience based on, but not limited to, the bidder’s ability to successfully provide the requested service, prior history with the District, and the quality of the respondent’s List of References.
- 5) **Ease of Use** – The District will evaluate the equipment to determine the ease of use on the equipment interface and ease of installation.

Vendor Selection/Contract Award

The District reserves the right to make the award to the bidder who submits the proposal, which meets the requirements, set forth herein and best meets the needs of the District after taking into consideration all of the aforementioned factors. The District also reserves the right to select portions of a proposal, or to reject any and all proposals.

Right to Reject Any and All Quotes

The governing board of the District reserves the right to accept or reject any or all RFP’s in whole or in part/or waive any irregularity in any proposal received. The District shall be the sole judge of the competency and responsibility of the Contractors. The submission of a bid by the Vendor is an acknowledgement of this right.

END OF RFP