



HABERSHAM COUNTY BOARD OF EDUCATION
P.O. Box 70, Clarkesville, Georgia 30523
Ph: 706-754-2118 Fax: 706-754-1549

Matthew Cooper, Superintendent
Dennis Unbehant, Technology Director

The Habersham County Board of Education is accepting proposals to purchase additional network infrastructure. This project is contingent upon E-Rate funds and approval of local funds by the Habersham County Board of Education. All quoted prices should be valid until Sept. 30, 2021.

RFP release date will be October 16, 2019. The RFP will be posted on the E-rate Productivity Center (EPC) portal along with the Form 470. We suggest that service providers "Follow" the Form 470 so that you are notified of any additional documentation that is associated with this Form 470.

A mandatory pre-bid meeting will be held on Thursday, October 24, 2019 at 10:00 am in the Technology Center.

Bid opening will take place at the Habersham County Board of Education Board Room. Deadline for submittals will be 10:00 am, December 2, 2019, at which time the Technology Director will perform a bid opening and a public reading will take place in the Board Room. Proposals can be hand carried to the public bid opening. Mailed bids should allow sufficient time to arrive before the bid opening in order to be present for the bid opening.

Please address sealed bids to:

HCBOE ERATE SWITCH UPGRADES
Habersham County Board of Education
132 Stanford Mill Road, P.O. Box 70
Clarkesville, GA 30523

Project Contact and pre-bid meeting address:

Technology Center
165 Raider Circle
Mount Airy, GA 30563
Dennis Unbehant, Technology Director
dunbehant@habershamschools.com

Only sealed bids will be accepted. No faxed or emailed bids will be accepted.

Any questions resulting from the Pre-bid meeting must be received no later than Tuesday October 29, 2019, 12:00 Noon. All questions resulting from the pre-bid meeting must be sent to the project contact. **Please submit all questions in writing via email to Dennis Unbehant at dunbehant@habershamschools.com with a copy to Karen Allen at karen@eratespecialists.com.** Questions and responses will be shared with all registered bidders via email as well as posted to EPC by 5:00PM on October 29, 2019.

The Habersham County Board of Education reserves the right to accept or reject any and all proposals and to waive technicalities.

HABERSHAM COUNTY BOARD of EDUCATION

HCBOE E-Rate SWITCH UPGRADES

PART I – SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
FCC Form 470 and RFP Posted	Wednesday, October 16, 2019
Mandatory Pre-bid Meeting	Thursday, October 24, 2019 10:00 AM
Questions from Bidders Due (in writing)	Tuesday, October 29, 2019 12:00 Noon
Addendums(s) Posted in EPC	Tuesday, October 29, 2019 5:00 PM
Bid Due Date	Monday, December 2, 2019 10:00 AM
Projected Contract Award Date	Pending Board Approval
Contract Start Date	April 1, 2020
Contract End Date	September 30, 2021

PART II – INSTRUCTIONS TO BIDDERS

NOTICE

Upon receiving this proposal, email Dennis Unbehant dunbehant@habershamschools.com to register as a **prospective respondent**. Failure to register as a prospective respondent may result in your firm not receiving any proposal addenda, if applicable. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.

1.0 DEFINITIONS

1.01 **Bidding Documents** include the Invitation to Bid, Instructions to Bidders, The Bid Form and the proposed Contract Documents including any Addenda issued prior to the receipt of bids.

1.02 The **Contract Documents** proposed for the work consist of Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.

1.03 A **Bid** is the complete and properly signed proposal to do the work for the sums stipulated therein, as submitted in accordance with the Bidding Documents.

1.04 The **Unit Price Bid** is the sum stated in the Bid for which the bidder offers to perform the work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

2.00 BIDDER REPRESENTATIVES

2.01 Each bidder by making his Bid represents that:

- A. Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Bidder has visited the site, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
- C. No consideration will be given any Claim based on lack of knowledge of existing conditions except where Contract Documents make definite provisions for adjustments of cost or extension of time due to existing conditions that cannot be readily ascertained.
- D. The Bid as submitted is based upon providing the labor, materials, systems and equipment required to complete the "Scope of Work" without exceptions.

3.00 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.01 Bidders shall promptly notify the Technology Director or project contact of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents prior to the pre-bid meeting.

3.02 Responses to questions received will be responded to and posted as additional information on the USAC portal.

4.00 BID PROCEDURE

Sealed bids will be addressed to "HCBOE ERATE SWITCH UPGRADES" Habersham County Board of Education, P.O. Box 70 132 Stanford Mill Road, Clarkesville, GA 30523. Deadline for submittals will be 10:00 am on December 2, 2019, at which time the Technology Director will perform a bid opening and public reading will take place in the Board Room.

4.01 **Note: QTY of 2 copies of all bids shall be submitted in response to this RFP. Copies shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a Corporation shall further give the state of incorporation and have the corporate seal affixed.**

4.02 The Unit Price Bid Sum shall be expressed in U.S. dollars.

4.03 Any interlineations, alteration or erasure must be initialized by the signer of the Bid.

4.04 Failure to submit a Bid in the form requested or inclusion of any alternates, conditions, limitations or provisions not called for will render the bid irregular, and shall be considered sufficient cause for rejection of Bid.

4.05 Bids shall be delivered to reach the address designated in the Invitation to Bid no later than the hour and date established for deadline of acceptance of bids. After that time, no bids will be received, nor may they be withdrawn. **Emailed or Faxed bids will not be accepted.**

5.00 CONSIDERATION OF BIDS

It is the intent of the District to award this bid in its entirety to a single bidder. The applicant may choose to do all, part, or none of the project upon E-rate funding notification.

5.01 Rejection of Bids: The Board shall have the right to reject any or all Bids not accompanied by any data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular. The District reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the District.

5.02 Acceptance of Bid (Award): It is the intent of the Board to award a Contract to the most cost-effective provider based on the Evaluation Criteria outlined in Section 5.03

5.03 Evaluation Criteria

FACTOR	POINTS
Cost of E-Rate Eligible Goods and Services	35
Technical specifications and product feature set - Proposal meets or exceeds all technical requirements	20
Prior Experience - Similar K-12 implementations/References - District's experience with this vendor - District's experience with proposed manufacturer	30
Completeness of Bid - Met bid requirements - Overview of proposed products - Proof of product equivalency	10
Compatibility with Existing Infrastructure	5
Total Points Possible	100

5.04 Even after award of contracts, the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in whole or in part, is solely at the discretion of the District. Vendors wishing to bid do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with bid and/or a decision not to proceed with the project, even after award of the contracts. By submitting a bid, each vendor agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the District cancel the project.

6.00 INSURANCE

6.01 The WINNING BIDDER shall purchase and maintain, in a company acceptable to the BOARD, such insurance as will protect him from claims under Workmen's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or

death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from any or all of which may arise out of or result from the WINNING BIDDERS operations under the Contract Documents, whether such operations be by himself or by a Sub-Contractor or anyone directly or indirectly employed by any of them or for who acts any of them may be legally liable. This insurance shall be written for not less than limits of liability specified below or required by law, whichever is greater. **A statement is to be included on the Certificate of Insurance verifying that the BOARD will be notified by Certified Mail 15 days prior to termination of WINNING BIDDER'S insurance. Certificates for Worker's Compensation and General Liability Insurance will be required and submitted as part of the bid package.**

- 1) Worker's Compensation – Statutory (for the State in which the work is to be performed and the State of domicile of the WINNING BIDDER).
- 2) Manufacturers' and WINNING BIDDER'S Liability, covering operations performed by or for the WINNING BIDDER, with limits of not less than: Bodily Injury – \$500,000/\$1,000,000. Property Damage - \$500,000.
- 3) WINNING BIDDER Liability, covering liability of others assumed by the WINNING BIDDER elsewhere in the contract under "Hold Harmless" Agreements or similar assumptions of liability with limits as required in 6.01 2) above.

7.00 TIME/COMPLETION SCHEDULE

7.01 Installation can start no earlier than April 1, 2020 and the project must be completed no later than September 30, 2021. Actual installation and completion dates will be established upon awarding of the bid. Installations must be completed within 60 days of the established installation date unless otherwise agreed to by HCBOE or its appointed representatives.

8.00 INVOICING

8.01 The WINNING BIDDER agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

9.00 SAFETY

9.01 WINNING BIDDER shall be solely responsible for maintaining safety, at work site. WINNING BIDDER shall take all reasonable steps to ensure safety for both workers and visitors to the site.

10.00 PERFORMANCE REQUIREMENTS

10.01 The BOARD'S right to carry out the work:

If the WINNING BIDDER defaults or neglects to carry out the Work in accordance with the Contract and fails within a two (2) day period after receipt of written notice from the BOARD to commence and continue correction of such default or neglect with diligence and promptness, the BOARD may, without prejudice to other remedies the BOARD may have, correct such deficiencies. In such case an appropriate Change Order will be issued deducting from payments then or thereafter due the WINNING BIDDER the cost of correcting such deficiencies, including compensation for the BOARD'S additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the WINNING BIDDER are not sufficient to cover such amounts, the WINNING BIDDER will pay the difference to the BOARD.

11.00 TERMINATION BY THE BOARD FOR CAUSE:

11.01.1 The BOARD may terminate the Contract if the WINNING BIDDER:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment to perform in a timely manner as determined by the Board;
- b. Fails to make payment to sub-contractors or suppliers for materials or labor in accordance with the respective agreements between the WINNING BIDDER and sub-contractors/suppliers;
- c. Persistently disregards laws, ordinance, or rules, regulations or orders of a public authority having jurisdiction; or
- d. Otherwise is guilty of a substantial or material breach of sections 14.00, 15.00 or other provisions of the Contract.

11.01.2 When any of the above reasons exist, the BOARD may without prejudice to any other rights or remedies of the BOARD and after giving the WINNING BIDDER and the WINNING BIDDER'S surety, if any, two (2) days written notice, terminate employment of the WINNING BIDDER and may, subject to any prior rights of the surety:

a. Accept assignment of sub-contractors and supplies agreements, and

b. Finish the Work by whatever reasonable method the BOARD may deem expedient.

11.01.3 When the BOARD terminates the contract for one of the reasons stated in Subparagraph 11.01.1, the WINNING BIDDER will not be entitled to receive further payment until the work is finished.

11.01.4 If the unpaid balance of the Contract sum exceeds additional costs incurred while finishing the Work, including compensation for the BOARD'S services and expenses made necessary thereby, such excess will be paid to the WINNING BIDDER. If such costs exceed the unpaid balance, the WINNING BIDDER will pay the difference to the BOARD. This obligation for payment will survive termination of the Contract.

12.00 PERSONNEL

12.01 It is mutually agreed that the WINNING BIDDER is an independent WINNING BIDDER and not an agent of the BOARD, and as such the WINNING BIDDER shall not be entitled to any BOARD employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

12.02 Contractor Affidavit must comply with O.C.G.A. 13-10-91 (b) (1) E-Verify. **Contractor Affidavit will be required and submitted as part of the bid package.**

12.03 Service provider shall submit current certifications and qualifications demonstrating technical ability to install, test and maintain the proposed system and subsystems.

13.00 IDENTIFICATION

13.01 WINNING BIDDER personnel will carry identification at all times while on Habersham County School property. WINNING BIDDER personnel will show identification when asked by school employees, law enforcement officers, or security personnel.

14.00 OTHER LAWS AND REGULATIONS

14.01 The WINNING BIDDER will comply with any and all applicable federal, state and local standards, regulations, laws, statues and ordinance, regarding toxic, hazardous, and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. The WINNING BIDDER will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the Georgia Department of Human Resources, the United States Environmental Protection Agency, the Georgia Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued there under.

15.00 NON-DISCRIMINATION

15.01 The WINNING BIDDER will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, the WINNING BIDDER will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (p.L. 88-352) and 1968 (P. L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination, Violation of the provision, after notice, shall be a material breach of this agreement and may result, at the BOARD'S option, in a termination or suspension of this agreement in whole or in part.

16.0 BID CONTENTS

16.01 Bids should contain the following information:

1) Bids MUST include pricing detail by line item by completing **Attachment A** Site Specific Equipment List and Price Response Sheet

Associated Charges

The following charges associated with eligible products and service must be listed as separate line items on the same bid with the associated product or service:

- Basic Maintenance of Internal Connections, if applicable*

- Installation

- Configuration

- Shipping and Delivery

- Training

- Travel & Per Diem Charges

Any “**additional related components**” that may be required for a fully functional switch and will be priced separately must be included as separate line items.

*Note that the district is not soliciting separate bids for Basic Maintenance of Internal Connections (BMIC). BMIC is only as applicable with the Internal Connections solution proposed meeting the RFP requirements (e.g. licenses for switches could be internal connections or BMIC).

Bidders for all goods and services must also submit a signed and dated contract for the proposed goods and services providing the start and end dates of the contract as well as total cost of the project.

2) Overview of proposed switches: provide high level overview of the capabilities of the proposed switches. Provide a description of the brand and models of equipment included in the proposed system. Provide current manufacturer specifications of proposed equipment. Provide details of all included warranties for equipment and installation.

3) Qualifications of Provider: description of vendor’s experience installing, implementing, and supporting enterprise wired and wireless network systems. List any applicable industry certifications of staff or training provided to staff.

4) References: minimum of 3 or more references of installations of enterprise networks within the United States, preferably in the Southeast United States. Include any references that have utilized USAC School and Libraries E-Rate program funding. List references, including:

1. Contact person
2. Dates of work
3. Mailing address
4. Telephone numbers and email contact information
5. A brief overview of the project

Include **Vendor Reference Sheet** included with this document.

5) Completed **RFP Submittal Form** included with this document and attachments B and C

Attachment B, E-Rate Supplemental Terms and Conditions

Attachment C, Georgia Security and Immigration Compliance Act

Note: multiple copies are required of proposals as indicated in section 4.01 of this document.

PART III - SCOPE OF WORK

1.0 PROJECT GOALS

The Habersham County Board of Education is seeking to purchase additional network switches for several school facilities and uninterruptible power supplies for the network closets. Existing two-post network racks and existing fiber-optic cable between school facilities will be re-used unless otherwise noted. Bid submittals must include any and all required components and cabling connectors needed for completely working switch assembly integrated with existing network.

General project goals:

10G Connection uplink connection speeds for chassis and uplink MDF switches and 1G PoE ports for all switches.

After installation service and support to troubleshoot any unresolved issues that happen as a result of the network replacement.

A service provider that can provide same day or next day service (onsite if required) to minimize downtime if problems are encountered.

It is the intent of the Habersham County School District to use E-rate funds to cover our approved discount percentage for eligible Internal Connections at each school. The E-rate Modernization Order provides approximately \$160 per student at each of the eligible locations. The District requests that the service provider take into the account the allocated budget for each school and submit a bid that does not exorbitantly exceed the budget. The information below provides an estimate of the remaining available budget at each school based on the current 5-year E-rate cycle, previous expenditures and 2018 FTE.

School	Budget
Baldwin Elementary School	\$ -
Clarkesville Elementary School	\$ 4,013.09
Cornelia Elementary School	\$ 1,689.09
Demorest Elementary School	\$18,830.57
Fairview Elementary School	\$ 6,960.12
Hazel Grove Elementary School	\$17,301.94
Level Grove Elementary School	\$ 7,475.97
Woodville Elementary School	\$ 5,138.90
Hilliard Wilbanks Middle School	\$10,848.33
North Habersham Middle School	\$20,955.50
South Habersham Middle School	\$ 4,380.92
Habersham Ninth Grade Academy	\$15,097.85
Habersham Success Academy	\$ 1,644.96
Habersham Central High School	\$83,936.85

2.0 CURRENT SYSTEM

2.1 Habersham County Schools currently uses HP stackable switches with 10G uplinks connecting each location to the core switch and Internet connection. Routing is done on the MDF switch at each school. Airwave is used to monitor the wired and wireless networks.

3.0 REQUIRED EQUIPMENT AND MATERIALS

3.1 **Attachment A** contains a list of equipment and materials needed for each facility. Proposals must include all required mounting hardware for installation of all equipment and switches in existing 2-post network racks. Proposals must include installation and configuration of the switches to work with existing network equipment. Chassis switches must uplink to a 10G SFP+ direct connect patch cable to existing equipment.

3.2 Proposals are to include the furnishing of all materials, equipment, software licensing, training, maintenance, shipping costs, delivery, installation, drawings, taxes, fees, etc. and the provision of all labor and services necessary or proper for the completion of the work as may be otherwise expressly provided in the contract document. **The District will not be liable for costs beyond those proposed herein.**

4.0 FUNCTIONAL EQUIVALENTS

4.1 The Habersham County School District is seeking to purchase additional network switches to add to its existing network infrastructure, and uninterruptible power supplies. Proposals are requested on products that are the functional equivalent or comparable to the brands or items listed in this document. References to brand names, trade names, model numbers, or other descriptions are made to establish an approximate level of quality and functional capabilities and are not intended to exclude other products of similar capabilities. Specific names of products listed in this document are intended to convey the type of equipment sought.

Comparable products of other manufacturers will be considered if proof of comparability and compatibility is contained in their proposal. Vendors, if proposing other than specified, are to clearly identify the manufacturer and the model number and must provide written, complete justification as to how the product complies with all specifications outlined within this RFP and how the product integrates with existing devices as well as the complete list of manufacturer-published specifications related to the requested products. It shall be the responsibility of the proposers to furnish descriptive literature with their proposal such that specifications, catalog pages, brochures or other data will provide an adequate basis for verifying the quality and functional capabilities of the product offered.

The District reserves the right to be the sole determiner of functional equivalency and to select the proposal it believes to be in its best interest.

5.0 WARRANTY/MAINTENANCE INFORMATION

5.1 Please provide warranty information for all switch gear and warranty on installation labor. If lifetime warranty, specify how many years equipment is supported after declared end of life by manufacturer. Specify if warranty includes phone support, advance replacement, and other information. Specify options for extending required warranty and annual costs.

5.2 Specify any required annual licensing or maintenance fees needed to continue to use all products and software systems included in proposal. Please justify if your vendor's licensing is internal connections or VMIC.

6.0 EXAMPLE LIST OF EQUIPMENT, MATERIALS, AND INSTALLATION NEEDED BY LOCATION

Please see **Attachment A** equipment list. Attachment A will also be used for the bid response sheet.

7.0 INSTALLATION SPECIFICATIONS

- All switches will be mounted securely in existing two post equipment racks without disturbing existing wiring patch panels after removal of any switch that is being replaced.
- Existing network and fiber optic cabling will be used (no new cabling required for this project).
- Switch IP addresses and VLANS to be configured to work seamlessly with existing network equipment.
- Removed switch gear will be picked up by HCBOE Technology Department.

8.0 LIST OF ATTACHMENTS

Please complete and attach the following documents with all proposals:

RFP Submittal Form (Included in this document)

Vendor Reference Sheet (Included in this document)

Attachment A, Site Specific Equipment List and Price Response

Attachment B, E-Rate Supplemental Terms and Conditions

Attachment C, Georgia Security and Immigration Compliance Act

RFP SUBMITTAL FORM

I, the undersigned, acknowledge that I have read the Request for Proposal in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit or execute this quote in the exact manner requested will be just cause to reject any or all of my proposal.

Company Name

Authorized Representative Signature

Address

Contact Number

City, State, Zip

E-mail Address

VENDOR REFERENCE SHEET

Company: _____

Contact: _____

Address: _____

City, State and Zip: _____

Telephone: _____ Email: _____

Company: _____

Contact: _____

Address: _____

City, State and Zip: _____

Telephone: _____ Email: _____

Company: _____

Contact: _____

Address: _____

City, State and Zip: _____

Telephone: _____ Email: _____