



COLUSA COUNTY OFFICE OF EDUCATION

Michael P. West, County Superintendent of Schools

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LTE Infrastructure Equipment

RFP #2020-001

Request for Proposals Issued: September 21, 2020

Deadline for Submittal of Proposals: September 25, 2020

Before 4:00 PM

Attention: Alex Evans

aevans@ccoe.net

SUMMARY

The Colusa County Office of Education (CCOE) is seeking quotes for LTE Equipment for a countywide LTE Project called "The Colusa County EduNet".

There are no internet service providers and a lack of data coverage from cellular providers throughout several areas of Colusa County. These providers will not act in these areas because they cannot create a return on investment for infrastructure enhancements that would be needed to support the smaller rural population of Colusa County. This lack of connectivity is a county geographical issue which affects many of the students in our districts. We have students that live in these areas and they are not able to participate in video streaming or other online collaboration tools due to a lack of coverage. These students must be able to access the internet to receive distance learning from our districts as mandated by the state of California to address Covid-19. As a consortium, we have taken it upon ourselves to build an LTE network, the EduNet, which is an extension of our established filtered school networks over LTE. CCOE purchases and maintains the LTE network infrastructure for the Consortium.

This project is three years in the making. Williams Unified School District (WUSD) is currently serving as our test pilot site for the county. We have an agreement with T-Mobile to provide CCOE with the LTE Spectrum needed throughout Colusa County to run the EduNet to resolve these issues. WUSD has partnered with the City of Williams to provide us access to the Williams Water Tower. WUSD now has four LTE radios and antennas running on the water tower, with a point to point wireless backhaul to the CCOE Education Village. This equipment is broadcasting our LTE Signal up to 7 miles in a 360-degree radius from the Williams Water Tower. WUSD is using LTE routers for each student that needs coverage in this 7-mile radius.

Other districts in Colusa County are beginning to rollout the Colusa County EduNet in their districts as well. Once completed in all districts, we will have a significant presence in the valley to cover what we estimate as 90 to 95 percent of all students. We are building partnerships in the region to reach out to the remaining students. CCOE is seeking quotes for LTE equipment to support the Colusa County EduNet LTE infrastructure for Maxwell Unified School District, Pierce Joint Unified School District, and Colusa Unified School District as the need arises. Planning is also in place to address issues where students reside in other remote areas of the county such as Stonyford, Lodoga, and Leesville. We also have plans to use equipment in Dunnigan which is outside of our LTE boundary with T-Mobile.

TIMELINE

CCOE's request for proposals will be issued on: September 21, 2020

The deadline for submittal of proposals: September 25, 2020, before 4:00 PM

SCOPE

As each district expresses interest to join the Colusa County EduNet, we will be seeking infrastructure to support that district's individual needs. This scope may vary from district to district based on installation location, mounting of hardware, potential requirements for capacity and other unforeseen variables specific to the project and environment.

CCOE has chosen BaiCells as its LTE equipment standard. Unless otherwise specified the general scope of the project for each district will consist of the following list: 4 BaiCells 10- watt LTE Routers, 4 compatible LTE Antennas, 4 compatible GPS units for the BaiCells Radios, 4 Data Line Surge Arrestors, 8 Low PIM Jumper cables, 1000' of Outdoor Shielded DC Power Cable, with mounting brackets required for installation.

At present, we are requesting bids for LTE equipment that will be installed on the Maxwell Water Tower. Specifics on equipment will be listed below:

Quantity	Item	Manufacture	Part Number
4	NOVA 243 2.5 GHz - Outdoor Base Station, LTE Release 9, 10 Watt (40 dBm), 2 Port, Band 41	BaiCells	BRU3510
Optional 4	Nova 246 2.5 GHz Outdoor Base Station - LTE TDD, Band41,2496-2690MHz, 2T2R, 2*20W, 48VDC,ETH+OPT,	BaiCells	SBS81040
Optional 4	Outdoor Base Station- LTE Release 13, 1 Watt (30 dBm), 4 Port, 3.5 GHz, Band 42/43/48 1W Single Carrier with HaloB included.	BaiCells	MBS31001
4	2G DDS 65deg including Bracket 4x4	Compatible with BaiCells Radio listed above	MT-364059/ND
4	Transtector, ALPU Fit, Data Line Surge Arrestor, Hybrid Gas Discharge Tube and Silicon Avalanche Diode, IP-65, Designed to support GbE, PoE+ and PoE++ protocols	Compatible with BaiCells Radio listed above	ALPU-F140
8	RFS 6ft NM to NM Low PIM Jumper Cable	Compatible with BaiCells Radio listed above	NMBNMBL12-35-060FFP

4	Local EPC Feature Key, QTY 1, 1per eNb needed	Compatible with BaiCells Radio listed above	BAICELLS-HALOB-1
1000	Outdoor Shielded DC Power Cable - 14AWG, buy the foot, power connector not included (it is included with the base station)	Compatible with BaiCells Radio listed above	WC-BAICELLS- PWRCBL-14AWG

CCOE reserves the right in the future to standardize on a different BaiCells radio with similar compatible capabilities due to the release of new features, availability of stock, or discontinuance of model.

MANDATORY REQUIREMENTS

The BaiCells radio listed above cannot be substituted. Other equipment provided must compliment this model radio and meet the needs of the project. Substitutions for other parts are permitted assuming they are compatible with this radio.

Vendors are only allowed to bid on the scope of this project as a whole. Vendors cannot supply quotes for single line items within the RFP. The quote must encompass everything requested in the equipment list.

Vendors must supply shipping timelines for the receiving of all equipment at bid. This project is timely and requires us to act quickly to meet the needs of our students.

Vendors must supply all tariffs, shipping costs, taxes, and any other costs as part of their quotes.

Remote commissioning may be requested or can be offered but is not a requirement of the bid. Please include these costs as well if you plan to provide services.

All equipment must be new.

SPECIAL CONDITIONS

This RFP will be posted on the www.ccoe.net website.

All questions regarding this RFP must be emailed to aevans@ccoe.net with the subject "LTE Infrastructure Equipment RFP #2020-001". All questions and responses must be conducted via email. It is the responsibility of the prospective bidder to check the website for updates or addenda. You must provide one signed, scanned digital copy via email of your proposal.

All submitted proposals must provide at a minimum, all requested information in the proposal document. Any portion not included will be cause for elimination from the RFP process. The information should be organized as indicated in the proposal requirements. CCOE reserves the

right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

PROPOSAL EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the CCOE's technology needs.

EVALUATION CRITERIA

- Vendor cost, including unit prices, labor rates, travel/trip charges, etc.
- Extent of experience with the County
- Integration with current County technology
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities
- Quote preparation, thoroughness, and responsiveness to the RFP requirement

The successful bidder will be chosen based upon the best value, as well as the ability to meet the needs of this project. The County reserves the right to reject any or all bids.

LTE Infrastructure Equipment RFP #2020-001

1. It is the sole responsibility of the bidder so see that the proposal is received in proper time as stated in the Notice to Bidders.
2. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.
3. QUOTE SEPARATELY: Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form. All required items must be included for a bid to be complete.

4. **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 the counties' own existing equipment referenced herein. These specifications are meant to outline the counties' functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.

5. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The County is not exempt from California State sales and use taxes. The County is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.

6. **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 case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof. Once signed, scan the signed bid and email it to aevans@ccoe.net.

7. **MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the Counties' rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.

8. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the 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

10. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal by written request. All proposals received by the County shall remain subject to 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 County, 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:** The Superintendent of Schools 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. There is no guarantee of an award.

14. **THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with the County. 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 model number are named in connection with any item, it is named as a standard of quality and utility only, unless explicitly stated.

17. **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 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 of California 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 Superintendent of Schools.

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 County 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 Superintendent of Schools 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 County 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.

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:

a. 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.

b. The County may cancel the contract or purchase order, entirely or in part.

c. 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. GOVERNING LAW AND VENUE: In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

27. CONTACT WITH SUPERINTENDENT OF SCHOOLS: No business entity, including any agent of such entity, shall directly or indirectly contact the Superintendent of Schools 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 Superintendent of Schools reserves the right to cancel any contract awarded.

28. 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.

29. BID PROTEST. Any bid protest by any Bidder must be submitted in writing to the County by the third (3rd) business day following bid opening.

- a. The protest must contain a complete statement of any and all basis for the protest.
- b. The protest must refer to the specific portions of all documents that form the basis for the protest.
- c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the County no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- h. A "business day", for purposes of this section, means a weekday during which the County's office is open and conducting business.