

**INTERMEDIATE SOLICITATION DOCUMENT
("ISD")**

for

Universal Power Supply Equipment

ISD 16-217

LANE COUNTY SCHOOL DISTRICT 4J
EUGENE, OREGON
("District")

Quotation Deadline: **2:00 pm on February 29, 2016**

For more information or for clarification of any part of this ISD, the **SOLE** District point of contact is Julie Cone; Lane County School District 4J; 200 N. Monroe; Eugene OR, 97402 and Email: solicitations@4j.lane.edu

PART I.
STATEMENT OF WORK

A. DESCRIPTION OF PROJECT

The purpose of this ISD is to obtain quotations from vendors for the purchase of Universal Power Supply equipment for Lane County School District 4J. The District has a project to install backup power to all Telecommunications Equipment in all Telecommunication Closets throughout the District. This equipment purchase will be installed in eight (8) Elementary, three (3) Middle and four (4) High School IDF's to provide constant power to the network equipment located in that room. These Universal Power Supplies (UPS's) should be able to network and be monitored by Schneider Electric's Data Center Expert Software that the District currently has in place to monitor 75 existing power supplies.

This solicitation is part of the District's e-rate process and the successful Vendor must be a registered service provider with the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and must have a valid Service Provider Identification Number (SPIN). Vendors that wish to submit a quotation and do not have a valid SPIN number, may apply for and receive the number prior to award of quotation. Acceptance of a contract will constitute agreement by vendor to meet all vendor requirements for the District to successfully process and receive the appropriate e-rate reimbursement.

B. SPECIFICATIONS

1. The District item descriptions and proposed quantities sought are listed on PART III. QUOTATION FORM. These are projected quantities and in no way commit the District to the purchase of any amount whatsoever.
2. Any awarded items shall be delivered on or after July 1, 2016. Vendor submission shall show the proposed delivery date and shall be part of the evaluation items.
3. All submissions shall include: A. Warranty coverage provided on all equipment purchased. Minimum basic maintenance shall be 1 year from the date of equipment delivery. B. Documentation that quoted equipment is fully compatible with existing equipment. C. Additional services included by Vendor/Reseller.

C. ADDITIONAL INFORMATION

1. Each Quotation shall be irrevocable for period of at least ninety (90) days from the Quotation Deadline and each vendor so agrees in submitting a Quotation.
2. Quotations submitted that require award of **"all or none"** of the items will **NOT** be considered. The District reserves the right to award to one or more vendors.

D. SPECIAL TERMS AND CONDITIONS

1. BRAND NAME

Manufacturer's names and/or brand names used in these specifications are for the purpose of identification and a basis for quality, and do not expressly or implicitly require or in any way limit what brands may be quoted. Unless the vendor states otherwise, it is

understood that Quotations are submitted on the specifications as described in this ISD.
The District's decision of alternate acceptability is final.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications and/or any supplemental specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only goods and workmanship of first quality are to be used. The District intends that vendors will furnish complete information for the Quotation. If any omitted specification results in ambiguity as to material characteristics of the goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics and respond with a complete Quotation then the vendor shall seek written request for clarification or change. Failure to make such a request is at the vendor's risk, and the vendor shall be required to provide goods meeting the District's needs with regard to any omitted specification for which a clarification or change should reasonably have been sought.

3. RESERVATION OF RIGHTS WITHOUT PREJUDICE

The District reserves the following rights (in the District's sole discretion): to amend the ISD; to extend the deadline for submitting Quotations; to decide whether a Quotation does or does not substantially comply with the requirements of this ISD; to waive any minor irregularity, informality, or nonconformance with this ISD; to reject any Quotation that fails to substantially comply with prescribed ISD requirements and procedures; to cancel the ISD; and/or to award or not award any part or all parts of any Quotation.

PART II
QUOTATION SUBMITTAL PROCEDURES

A. GENERAL

1. The terms “contractor”, “offeror”, “vendor”, “company” “firm”, or “respondent” shall all refer to the company or individual submitting a Quotation.
2. The District shall not be responsible for any expenses and/or costs incurred by the vendor in submitting their Quotation. Each vendor does solely at that vendor’s own cost and expense.
3. Vendor accepts all risks of late delivery of or of mis-delivery, regardless of fault.

B. QUOTATION SUBMITTAL

1. The Quotation submitted shall be signed (where required) by a duly authorized representative of the vendor.
2. Alterations or erasures on the Quotation shall be initialed in ink by a duly authorized representative of the vendor.
3. Only one Quotation per vendor shall be submitted.
4. Vendor shall EMAIL a complete, signed Quotation (as an Adobe PDF file) to Julie Cone at solicitations@4j.lane.edu by no later than 2:00 pm on February 29, 2016. The title **“Quotation for ISD 16-217: Universal Power Supply Equipment”** should appear in the subject line of the Email.
5. The District assumes no responsibility for delays caused by any delivery service. Late submissions shall not be accepted and will be automatically disqualified from consideration. All Quotations and any accompanying documentation become the property of the District and will not be returned.
6. With the Quotation, the vendor shall certify to non-collusion practices on the Signature Page included as part of the ISD. The signature page must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount offered in the Quotation.
7. With the Quotation, the vendor shall certify to non-discrimination in employment practices and by submitting a Quotation, the vendor certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the Federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the District in compliance with such acts, regulation and orders.
8. With the Quotation, the vendor shall indicate in their status as a “resident” or “non-resident” on PART V. CERTIFICATIONS, in accordance with ORS 279A.120.

C. QUOTATION FORMAT

Information should be presented in a clear and concise manner. To provide consistency in the review of the Quotations, firms are requested to prepare their Quotation to be consistent with the following specified format:

1. Title Page. Vendor should identify the title of the Quotation, date of Quotation, name of company, address, telephone number, fax number, Email address and name of the primary contact.
2. A completed (signed in both sections) PART V. CERTIFICATIONS page.
3. A completed (signed) PART VI. SIGNATURE page.
4. A completed (properly filled out) PART III. QUOTATION FORM.
5. Additional information that will assist District in determining evaluation of product. The information may include, but not be limited to, confirmation the item meets specifications listed, confirmation the item is fully compatible with existing equipment and/or software, maintenance information, and any services available from Vendor/Reseller related to the purchase of equipment.

D. EVALUATION FACTORS

Quotations will be initially reviewed for completeness and compliance with the requirements of this ISD. Those Quotations which are incomplete, which do not meet all requirements of the ISD, or otherwise deemed by District to be “non-responsive” will be rejected. Quotations considered complete, or “responsive”, will be reviewed further to determine if they comply with the administrative, contractual, and technical requirements of the ISD. If the Quotation is unclear, Vendor may be asked to provide written clarification. Committee will evaluate each responsive Quotation received; rating each responsive Quotation based on the following factors. The importance of each factor will be scored as follows:

<u>FACTOR</u>	<u>POSSIBLE POINTS</u>
Pricing	35
Compatibility with Existing Infrastructure	30
Support from Reseller	20
Maintenance	10
Shipping Commitment	<u>5</u>
Total Possible Points	100

**PART III.
QUOTATION FORM**

Manufacturer's names and/or brand names used in these specifications are for the purpose of identification and a basis for quality, and do not expressly or implicitly require or in any way limit what brands may be quoted. The District's decision of 'equal' acceptability is final.

1. Please provide prices for the items below based on the description and the proposed order quantity.

DESCRIPTION	PROPOSED ORDER QUANTITY	PROPOSED ITEM MAKE/MODEL	PRICE PER ITEM	EXPANDED PRICE
APCSmart UPS X 1500VA Rack/Tower LCD 120V; equal or better	38			
APC UPS Network Management Card with Environmental Monitoring; equal or better	38			
Delivery Charge	-----		-----	
QUOTATION TOTAL	-----		-----	

2. Delivery of items will need to be on or after July 1, 2016. Please state anticipated delivery date. _____
3. Please provide your USAC SPIN #: _____

PART IV.
TERMS AND CONDITIONS

The Terms and Conditions hereto shall take priority over any other terms and conditions which may be submitted by a vendor pursuant to this ISD. These Terms and Conditions shall be deemed to supersede and replace any conflicting terms and conditions.

1. This District is tax exempt. Goods used hereon are for the exclusive use of this District. Federal Identification No. 93-6000566.
2. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications will be effective without the prior **written** consent of the District.
3. No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, etc. unless specifically stated herein.
4. No exception to delivery dates shall be allowed unless prior written approval is first obtained from the Purchasing Office. The District reserves the right to cancel any undelivered portion of this order.
5. Time of delivery is of the essence and the District reserves the right to cancel any undelivered portion of this order for failure by the vendor to deliver on time. Vendor assumes responsibility of delay notwithstanding the cause.
6. All payments to the vendor shall be remitted by mail. The District shall not honor drafts, nor accept goods on a site draft basis. Furthermore, the provisions or monies due under the contract, if any, shall not be assignable.
7. **SHIPPING INSTRUCTIONS:** Unless otherwise specified herein, all goods are to be shipped **prepaid, F.O.B. destination.** Where specific authorization is granted to ship goods F.O.B. shipping point, vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill the District as a separate item on the invoice for said charges. It is also agreed that the District will refuse to accept any C.O.D. shipment.
8. All goods or materials purchased herein are subject to the approval of the District. Any rejections of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense.
9. All invoices, packing lists, packages, shipping notices, and any other written document affecting the contract, if any, shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the contract, if any, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.
10. The vendor agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods and materials purchased herein, if any. The vendor

further agrees to assume all expenses and damages arising from such claims, suits or proceedings.

11. Vendor agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of the contract, if any, shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the District to thereafter enforce such provisions.
12. The vendor warrants all articles supplied under the contract, if any, to conform to specifications herein, to be fit and sufficient for the purposes manufactured, merchantable, of good material and workmanship, and free from defects.
13. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is **later**. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized.
14. Vendor warrants and represents that all the goods and material contained herein are free and clear of all liens, claims or encumbrances of any kind whatsoever.
15. Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.
16. The vendor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely
17. In the event of a breach by the vendor of any of the provisions of the contract, if any, the District reserves the right to cancel and terminate the contract, if any, forthwith upon giving oral and written notice to the vendor.
18. Vendor agrees to accept for credit, repair or replacement, at no charge, any items received defective by the District or proven defective during the agreed warranty period and period and to be responsible for ALL transportation costs for return thereof to the vendor and, when repaired or replaced, the return thereof to the District.
19. This order will not be accepted if it contains any hazardous materials and arrives without labeling meeting Oregon Administrative Rule 437, Oregon Occupational and Health Division. The shipment must include Material Safety Data Sheets (MSDS).
20. DEPARTMENT CERTIFICATION

The vendor certifies that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the contract, if any, by any Federal department or agency. If requested by the District, the vendor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the vendor for the contract, if any, shall be incorporated into the contract, if any, by reference.

21. DISPUTE RESOLUTION

21.1 Litigation. Any claim, action, suit, or proceeding (collectively, "Claim") between the District and vendor that arises from or relates to the contract, if any, shall be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. **VENDOR BY EXECUTION OF THE CONTRACT, IF ANY, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION 21.1.**

21.2 Governing Law. The contract, if any, shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

**PART V.
CERTIFICATIONS
ISD 16-217 UNIVERSAL POWER SUPPLY EQUIPMENT**

BOTH SECTIONS MUST BE COMPLETED

NON-DISCRIMINATION CLAUSE

The vendor agrees not to discriminate against any client, employee, or applicant for employment or services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, selection for training, and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Legal Name of Vendor: _____

DBA Name (if applicable): _____

Address: _____

Officer's Signature: _____

Title: _____

RESIDENT CERTIFICATE

Please Check One:

_____ Resident Vendor: Vendor has paid unemployment taxes or income taxes in this state during the last twelve calendar months immediately preceding the submission of this Quotation, has a business address in this state and has stated in this Quotation whether the bidder is a "resident bidder" under ORS279A.120(1)(b).

OR

_____ Non Resident Vendor: Vendor does not qualify under requirements stated above.

Please specify your state of residence: _____

Officer's Signature: _____

Type or Print Officer's Name: _____

**PART VI.
SIGNATURE PAGE**

ISD 16-217 UNIVERSAL POWER SUPPLY EQUIPMENT

The undersigned proposes to furnish all goods as described, for the price(s) stated, and that all articles supplied under any resultant contract will conform to the specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications, and by District policies and regulations.

The undersigned, by submitting a Quotation, represents that:

A. The vendor has read and understands the specifications and the Quotation is made in accordance herewith.

B. The Quotation is based upon the materials required by the specifications unless otherwise noted. Failure to comply with the specifications or any terms of this ISD may disqualify the vendor as being non-responsive.

The undersigned certifies that the Quotation has been arrived at by the vendor independently and has been submitted without any collusion designed to limit independent responses or competition.

The undersigned Respondent certifies that he has received and duly considered all addenda to the specifications and that all costs associated with all addenda have been included in this Response:

Addenda: No. _____ to No. _____ inclusive.

We therefore offer and make this Quotation on furnishing the following goods at the prices indicated hereon in fulfillment of the specifications of the District.

Legal Name of Firm: _____

DBA Name (if applicable): _____

Address: _____

Telephone Number: _____ FAX Number: _____

E-Mail: _____ Federal ID Number: _____

URL: _____

Officer's Signature: _____ Date _____

Print Name and Title: _____