



Los Angeles County Law Library
301 West 1st Street, Los Angeles CA 90012

PHONE: (213) 785 - 2515

TITLE: Request for Quote for E-Rate - Network Equipment
RFQ NO: LACLL24TECH
470 NO: 240013772
Posting Date: Feb 28, 2024

PLEASE RESPOND ON THE FOLLOWING FORM(S), BY ENTERING YOUR PRICES FOR THE ITEMS LISTED. WHERE APPLICABLE, INDICATE ALTERNATE BRAND, MODEL, ETC. LIBRARY RESERVES THE RIGHT TO AWARD BY LOT OR ITEM. PLEASE DIRECT QUESTIONS TO THE LIBRARY REPRESENTATIVE CONTACT LISTED BELOW.

All documentation shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his/her address, and the name of the project for which the documentation is submitted. It is the sole responsibility of the bidder to see that his/her documentation packet is received in proper time and at the proper location. Any documentation packets received after the scheduled closing time for receipt of documents will be returned to the bidder unopened. **The Los Angeles County Law library is not responsible for documentation packets sent via U.S. Mail, UPS, and Federal Express or by any other delivery service. All documentation packets are due at the Administrative Office of the Main Library by 10:00 A.M. Pacific Standard Time (PST) on Wednesday, March 27, 2024. It is the bidders' responsibility to ensure that their documentation packets are delivered to the Administrative Office of the Main Library located at 301 West 1st Street, Los Angeles CA 90012**

The Library will accept and not consider the sealed packets late as long as the time stamp at the Administrative Office of the Library reads 10:00 A.M. The Library will consider the sealed packets late once the time stamp reads 10:01 A.M. on Wednesday, March 27, 2024.

If bidder is submitting their documentation packet **by mail** (instead of in-person delivery), the sealed packet **must** reference the request for proposal number and project title AND must be addressed to:

**Los Angeles County Law Library
Attn: Jaye Steinbrick / Administrative Office
301 West 1st Street
Los Angeles, CA 90012**

It is still the bidder's responsibility to ensure that their documentation packets, if mailed, arrives at the Administrative Office. It is highly recommended that if bidder chooses to submit their documentation packet by mail that it be scheduled to deliver at least one day prior to the proposal deadline.

To access this document, please go to <https://www.lalawlibrary.org/rfp>. The link should take you directly to our project listings. This document will also be posted on the E-Rate EPC website: <https://portal.usac.org/suite/>.

PAYMENT TERMS NET 60 DAYS.

DUE DATE/TIME: 10:00 A.M. Wednesday, March 27, 2024 **CONTACT:** Jaye Steinbrick LACLL04TECH
RFQ NO: **PHONE:** (213) 785-2515

IMPORTANT NOTE: PLEASE INCLUDE SUB-TOTAL, APPLICABLE DISCOUNTS, AND TOTAL COST ON THE PRICING WORKSHEET. SHIPPING & HANDLING SHOULD BE INCLUDED AS PART OF THE SUB-TOTAL. PLEASE USE THE SALES TAX RATE FOR LOS ANGELES COUNTY, CALIFORNIA, which is 9.5%.

QUOTATIONS MUST BE AS SPECIFIED OR EQUAL. ALL EQUIVALENT OR ALTERNATE ITEMS MUST INCLUDE SPECIFICATIONS DEMONSTRATING EQUIVALENCY, OR PRODUCT(S) WILL NOT BE CONSIDERED. THE LIBRARY RESERVES THE RIGHT TO REQUIRE SAMPLES OR WORKING DEMO EQUIPMENT ON-SITE FOR TESTING, PRIOR TO AWARD AND FINAL SELECTION OF BRAND AND/OR MODEL, BASED ON REQUIREMENTS AND INFORMATION SUPPLIED BY BIDDER. THE LIBRARY IS UNDER NO OBLIGATION TO PROCURE ANY ITEMS OR SERVICES, OR TO PROCURE ANY ITEMS OR SERVICES FROM ANY PARTICULAR SOURCE OR UPON ANY PARTICULAR BASIS.

RFQ CMAS/WSCA Requirements

For the purposes of this RFQ, the term “Service Provider” and “Bidder” may be used interchangeably and have the same meaning, whether stated or not.

All Service Providers/bidders responding to the posted Form 470 are to be listed as California Multiple Awards Schedule (CMAS) and/or WSCA-NASPO Service Providers. Public Contract Code (PCC) Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS for acquisition of information technology and non-information technology products and services.

A local government agency is any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools, community colleges and public libraries empowered to expend public funds.

FOR CMAS: In addition to the requirements outlined in this RFQ, service providers may be subject to additional requirements as outlined in the CMAS Local Government Agency Guide (July 2019 edition) located at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-a-California-Multiple-Award-Schedules>

For WSCA-NASPO: All proposals must be submitted by WSCA-NASPO Authorized Resellers that have been approved by the State Contract Administrator with a valid California Participating Addendum.

Public Contract Code sections 10298-10299 allow the Department of General Services, Procurement Division (DGS-PD) to enter into cooperative purchasing agreements with other states. Cooperative agreements are available to all State of California governmental entities (State departments, agencies, cities, counties, school districts, universities, libraries, etc.) that expend public funds for the acquisition of both goods and services.

The DGS-PD has elected to participate in the following multi-state cooperative agreements established by other states participating in the NASPO ValuePoint Cooperative Program and other cooperative programs as specified in the link below.

It is the responsibility for service providers to familiarize themselves with CMAS and/or WSCA-NASPO requirements.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

The Telecommunications Act of 1996 established a fund by which Schools and Libraries (“Applicant” or “Applicants”) across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (“FCC”). Funding is made available upon application approval by the Universal Service Administrative Company (“USAC”), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced-price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of Agreement(s) and/or E-rate funding approval is approved, the Applicant may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the Applicant.

2) SERVICE PROVIDER REQUIREMENTS

The Applicant expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current rules and requirements and future rules and requirements issued by the FCC and USAC throughout the agreement period of any Agreement entered into as a result of this RFP/RFB/RFQ.
- b. Service Providers are responsible for providing a valid Service Provider Identification Number (“SPIN”). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission Registration Number (“FRN”) at the time the Proposal is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Service Provider found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for termination of the Agreement as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

- e. Products and services must be delivered before billing and E-rate discounting can commence. At no time may the Service Provider invoice before July 1, 2024.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any Agreement and USAC-approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible." Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per USAC guidelines.
- h. For Category 2 equipment or services, within one (1) week of notification of award, the awarded Service Provider must provide the Applicant a bill of materials using a completed and most current and appropriate version of USACs "Bulk Upload Template" (formerly known as the Item 21 attachment) located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices must match the Bulk Upload Template and approved Funding Request Line Items or subsequent approved service substitutions. If the service provider's proposal consisted of pricing per eligible location, a summary sheet and summary Bulk Upload Template must be provided to describe the cumulative amount for all sites.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review, and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the Applicant prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the Applicant placing the vendor on an "Invoice Check" with the USAC: <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>.
- k. Service providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>.
- l. Service providers must not propose any equipment or services produced or provided by companies, their parents, affiliates, and subsidiaries, found to pose a national security threat to the integrity of communications networks or the communications supply chain as required by FCC rules. See <https://www.usac.org/about/reports-orders/supply-chain/>. Any proposed solution including Covered Equipment or Services as defined by the FCC will be disqualified. If, after award of the project it is found Covered Equipment or Services are included, the award and/or Agreement will be considered to be null and void. See <https://www.fcc.gov/supplychain> for further information on FCC requirements.

SPAM and/or robotic responses will not be considered valid Proposals and will be disqualified from consideration.

Any Service Provider proposals identifying contingency fees such as allocations for change orders, tariffs, or other speculative fees not specifically called out for in the scope and/or terms of the RFP/RFB/RFQ will automatically be included in the Proposal price and subject to evaluation unless otherwise specified in the RFP/RFB/RFQ. Contingency fees not pre-approved by the Applicant will not be allowed.

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in its proposal will be allowed without prior written approval from the Applicant and a USAC service substitution approval with the exception of a Global Service Substitutions. See <https://www.usac.org/e-rate/applicant-process/before-youre-done/service-substitutions/>.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its Proposal shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Service Providers found not to be providing Lowest Corresponding Price (LCP) may be required to repay any identified overcharges to USAC. The Service Provider acknowledges that LCP is solely the service provider's responsibility and it will not hold the Applicant liable, or seek reimbursement from any applicant, for any appeals, commitment adjustments or funding recoveries.
- d. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- e. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The Service Provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the Agreement's "effective date," E-rate eligible goods and/or services requested in this RFP/RFB/RFQ shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

Early Funding Conditions

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority/ Category 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Category 2

There are two conditions that allow USAC to provide support in a funding year for Category 2 Internal Connections (equipment and services) incurred prior to that funding year.

- *Applicants may seek support for Category 2 eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014).

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the FCC Form 474 Service Provider Invoice (SPI). The Applicant will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (FCC Form 472). The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Funding Request Number ("FRN") and associated FRN Line Items and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC Form 486, the Applicant shall pay only the discounted amount beginning with

the billing cycle immediately following said approval. Alternatively, should the Applicant decide that it is in the best interest of the Applicant to file an FCC Form 472, the Applicant will inform the Service Provider of its intent.

b. The Service Provider agrees that it will not invoice USAC for equipment or services that have not been delivered to and accepted by the Applicant and installed. If equipment is being drop-shipped to the Applicant and the Applicant is responsible for installing the equipment, the Service Provider may not invoice USAC until equipment is received and accepted by the Applicant.

c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the Applicant will only be responsible for paying its non-discounted share.

6) FCC/USAC AUDITS

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP/RFB/RFQ for ten (10) years after final payment. The Applicant, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Service Provider and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES AND AGREEMENT TERM

During the term of any Agreement resulting from this RFP/RFB/RFQ, the Applicant may elect to procure additional or like goods and/or services offered by the Service Provider. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the Applicant's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The Applicant shall not enter into a separate Agreement for said goods or services. Service Providers must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Right to Reject Any and All Quotes

The Library reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. By submitting a response to this RFQ, bidder agrees to this term.

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

The Library also reserves the right to reject bidder's response due to bidder's ineligibility to receive Federal contracts.

Term for Convenience

Agreement is year to year and can be terminated for convenience with a 30 day written notice by the Library. If the selected vendor's CMAS or WSCA/NASPO with a valid California Participating Addendum is expired at the time the Library makes the purchase based on E-Rate allocation, then the Library reserves the right to award to the next vendor with a low responsive quote.

Trade Names and Alternatives

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. **Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the "Questions from Bidders" section deadline.** Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The Library retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

Evaluation Criteria

The selection process for the bidder(s) will include the following evaluation and point assignment/rating criteria:

Category	Points
Cost of E-rate Eligible Services	50
Cost of E-rate Ineligible Services	5
Specification Compliance	40
- Documentation meets or exceeds all technical requirements	
- Proof of authorize distributor/dealer of equipment	
- Compatibility with existing systems	
- Ease of integration with existing systems	
- Completeness of Documentation	5
<i>Total Possible Points</i>	100

Submission Instructions

The Library is requesting **one original set of required documents and one set of copies**. The one original set of documents must be submitted in hard-copy form. The one extra set of copies must be submitted via USB flash drive.

The USB flash drive must be submitted with the originals in the sealed quote packet.

Pre-Contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the bidder in: (1) preparing its documentation in response to this RFQ; (2) submitting the documentation to Los Angeles County Law Library; (3) negotiating with Los Angeles County Law Library any matter related to this RFQ, including a possible contract; and/or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFQ. Los Angeles County Law Library will not, under any circumstance, be liable for any pre-contractual expenses incurred by bidder, and bidder will not include any such expenses as part of their bid or invoice separately for it either.

Authorized Signatory Clause

The pricing worksheet 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 pricing worksheet on behalf of the bidder. (All documents identified in the Required RFQ Forms Section must be signed in permanent blue ink.) No photocopies of signatures are permitted. All required documents must be signed and submitted with permanent wet ink. The same applies for embossed documents executed by a surety company and/or a corporation. The Library requires an embossed original (not photocopies of embossed paperwork). By signing the pricing worksheet, your company agrees to all instructions, requirements, terms, and conditions included in the bid packet plus any addenda. Unsigned pricing worksheet may be considered non-responsive, thus resulting in rejection of the quote.

Questions from Bidders

Questions or comments regarding this RFQ must be put in writing and received by Los Angeles County Law Library **no later than 4:00 P.M. (Pacific Standard Time) on Friday, March 15, 2024**.

Each request for clarification or request for information (RFI) shall be submitted using the link below:

<https://forms.lalawlibrary.org/view.php?id=86293>

You will receive an email confirmation from Google upon successful submission of Request for Information (RFI). If you encounter problems submitting RFI's using the link, please contact Jaye Steinbrick at 213 785-2515.

Los Angeles County Law library shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

Substitutions

When bidding on brands other than those specified in the Project Specification Section, bidder must submit any substitutions (without disclosing pricing) by completing the Substitution Request Form and providing the brand, model number, or on each item bid other than “as specified”. Bidders must also provide descriptive technical literature fully describing the claimed “or equal” product must be attached to the substitution request. Suitability and evaluation of “equals” rests in the sole discretion of the Library. In the event that bidder is making substitutes, bidder is responsible for filling in the pricing worksheet with the corresponding information for the substitute equipment being proposed. All substitution requests along with technical literature must be submitted in writing in writing as instructed in the “**Questions from Bidders**” section above. For any substitution requests received prior to this deadline, the Library will evaluate request for substitution(s) prior to the opening of the quote packets. If the Library approves the substitution, it will be issued in an addendum for the bid. Where samples are requested, they must be furnished free of charge. Samples will be returned at bidder’s expense provided a request accompanies the samples and provided that samples are not rendered inoperable by tests.

Protests

Upon final review of all documentation, the Library shall post the results. Only those bidders who have actually submitted a bid on the project shall have the right to file a Bid Protest. The protest shall be filed in writing with the Library’s Deputy Director (or his designee) not later than 5:00 P.M. at the conclusion of the third (3rd) business day following the posting of the bid results. Untimely Bid Protests will not be reviewed by the Library and will be returned to the bidder. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

- A. Content of Bid Protest: The Bid Protest must contain a complete statement of all grounds (both factual and legal) for the Bid Protest. The Bid Protest must contain all facts, refer to the specific portion(s) of any document relied upon, and shall include copies of all documents referred to in the protest. Any grounds not set specifically forth in the Bid Protest are waived.
- B. Resolution of Bid Controversy: Once the Bid Protest is received, the apparent lowest responsive and responsible bidder may be notified of the protest and the evidence presented. If appropriate, the apparent lowest responsive and responsible bidder will be given an opportunity to rebut the evidence and present evidence that the apparent lowest bidder should be allowed to perform the Work. Library will issue a written decision within fifteen (15) business days of receipt of the Bid Protest, unless factors beyond the Library’s reasonable control prevent such resolution. The Library shall not be required to hold an administrative hearing to consider the protest, but may do so at the option of the Library, or if otherwise legally required. The Decision on the bid protest will state the reasons for the actions taken by the Library and will be copied to all parties involved in the protest.

- C. Appeal: If the protesting bidder or the apparent lowest responsive and responsible bidder is not satisfied with the Decision, the matter may be appealed to the Executive Director, or their designee, within three (3) business days after receipt of the Library's written Decision on the Bid Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Los Angeles County Law Library
Executive Director's Office
TIME SENSITIVE
301 West 1st Street, Los Angeles CA 90012

- 1) Appeal Review and Finality: The Executive Director or her designee shall review the Decision on the Bid Protest from the Deputy Director (or his designee) and issue a written response to the Appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Executive Director or the Hearing Officer shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.
- 2) Reservation of Rights to Proceed with Project Pending Appeal: The Library reserves the right to proceed to award the Project and commence services pending the Decision on the Bid Protest and any Appeal. If there is Funding or a critical completion deadline, the Library may choose to shorten the time limits set forth in Section B & C above if written notice is provided to the protesting party. Electronic notice shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the Library may proceed with the award.
- 3) Waiver: The procedures and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to comply with any of this Bid Protest Procedure shall constitute a waiver of any right to pursue a Bid Protest or in any way challenge the award, including but not limited to, any challenge pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

Order Information

Library reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of February 28, 2024 thru September 30, 2025. The Library reserves the right to extend the intent to purchase for two additional annual terms through September 30, 2027.

CHECKLIST OF REQUIRED RFQ DOCUMENTS

(For Bidder's use and reference only. Additional documents may be required so bidders should carefully review the entire Request for Quote Packet)

- ☐ Valid Service Provider Identification Number (SPIN)
- ☐ Valid Federal Communications Commission (FCC) Registration Number (FRN)
- ☐ Evidence of FCC Green Light Status
- ☐ Completed Pricing Sheet
- ☐ CMAS and/or WSCA-NASPO Contract with a valid California Participating Addendum
- ☐ Proof of Authorized Bidder's Certification for Equipment Being Proposed
- ☐ Substitution Request Form (**IF applicable** – please refer to instructions under Substitution Section)

PROJECT SPECIFICATIONS

LACLL is requesting pricing on equipment and components of the same line of switch, fiber modules, stacking kit and fiber patch cords.

- Juniper EX4650-48-25GbE+8x100GbE (EX4560-48-AFO)
- Juniper Switch 12x10G-36x2.5G-2x100G (EX4400-48MP)
- Juniper JNP-100G-DAC-1M (Twinax for OSFP28)
- Juniper EX4650-PFL (Premium Feature License -1 device)
- Juniper JPSU-1600-C-AC-AFO (Redundant PSupply 1600w)
- Juniper EX4400-EM-4Y (Expansion Module-25Gbe-SFP28x4)
- Juniper SFP-25G-LR-C (SFP28 Transceiver Module-25Gb)
- Juniper SFP-25G-SR-C (SFP28 Transceiver Module-25Gb)
- Juniper CBL-PWR-C15MHITEMPUS (Power Cable)
- Paloalto Networks Firewall (PA-3440)

Any equivalent must have all of the exact same specifications, have the same command line interface and be completely compatible with an existing Cisco Network and VoIP system. Anything with non-perpetual licensing will not be accepted and may be deemed non-responsive.

Switches must be running IPBase level firmware.

The Library is willing to accept bids from alternative manufacturers as long as they meet or exceed the current specified item. Please see the section “Trade Names and Alternatives” in this RFQ for further information.

PRICING WORKSHEET

LOS ANGELES COUNTY LAW LIBRARY

DUE DATE: Wednesday, March 27, 2024

RFQ NO: LACLL24TECH

CONTACT: JAYE STEINBRICK

Please provide pricing in the following format by individual section.

QTY	UNIT	DESCRIPTION	MODEL	MANUFACTURER	UNIT COST	EXTENDED COST	E-RATE ELIGIBILITY %
2	ea	Juniper EX4650 48-25GbE 8x100GbE	EX4560-48-AFO	Juniper or equivalent/ compatible			
10	ea	Juniper Switch 12x10G 36x25G 2x100G	EX4400-48MP	Juniper or equivalent/ compatible			
2	ea	Juniper Twinax for OSFP28	JNP-100G DAC-1M	Juniper or equivalent/ compatible			
2	ea	Juniper Premium Feature License -1 device	EX4650-PFL	Juniper or equivalent/ compatible			
10	ea	Juniper Redundant Power Supply 1600w	JPSU-1600-C- AC-AFO	Juniper or equivalent/ compatible			
10	ea	JuniperExpansion Module 25Gbe-SFP28x4	EX400-48MP	Juniper or equivalent/ compatible			
2	ea	Juniper SFP28 Transceiver Module-25Gb	SFP-25G-LR-C	Juniper or equivalent/ compatible			
2	ea	Juniper SFP28 Transceiver Module-25Gb	SFP-25G-SR-C	Juniper or equivalent/ compatible			
10	ea	Juniper Power Cable	CBL-PWR- C15MHITEM PUS	Juniper or equivalent/ compatible			
2	ea	Paloalto Networks Firewall	PA-3440	Paloalto or equivalent/ compatible			
Describe Standard Manufacturer Warranty Description and any associated costs:							
					SUB-TOTAL		
					OTHER DISCOUNTS		
					9.5% SALES TAX		
					SHIP/ HANDLING		
					TOTAL COST		

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number Number Number Number Number Number

DATE: _____ E-RATE SPIN #: _____

COMPANY NAME: _____

REPRESENTATIVE: _____
Print Name

SIGNATURE: _____
Signature

ADDRESS: _____

PHONE NO. _____ FAX NO. _____

EMAIL: _____

SUBSTITUTION REQUEST FORM

Pursuant to Public Contract Code Section 3400, bidder submits the following request to Substitute with the bid that is submitted. Bidder understands that if the request to substitute is not “an/or equal” or is not accepted by the Library and, then Bidder will be held non-responsive and the bid will be rejected. With this understanding, Bidder hereby requests Substitution of the following equipment:

	Original Specification	Requested Substituted Item	Library Decision (circle one)
1.	Cisco C9200L-24P-4X-EDU		Grant Deny
2.	Cisco C9200L-48P-4X-EDU		Grant Deny
3.	Cisco C9200L-STACK-KIT		Grant Deny
4.	Cisco C3650-STACK-KIT		Grant Deny
5.	Cisco C3650-STACK-T2-1M		Grant Deny
6.	Cisco C3650-STACK		Grant Deny
7.			Grant Deny
8.			Grant Deny
9.			Grant Deny
10.			Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work or purchase of goods; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the Library; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project or purchase of goods.

The undersigned states that the following paragraphs are correct:

- a. The proposed substitution will have no adverse effect on existing equipment, delivery time, or voiding warranties of other existing equipment.
- b. Maintenance and service parts will be available locally (within California) for the proposed substitution.

Name of Bidder: _____

Signature of Bidder: _____

Library: _____

By: _____