



**HOLLISTER SCHOOL DISTRICT**

**RFP 1617-IT3  
E-Rate Eligible Network Equipment**

**Notice Inviting Proposals**

**RFP DUE DATE**

**Tuesday, May 2, 2017 at 10:00:00 A.M.**

**SUBMIT PROPOSALS TO:**

**Business Department  
HOLLISTER SCHOOL DISTRICT**

2690 CIENEGA ROAD  
HOLLISTER, CA 95023  
ATTN: DIRECTOR OF TECHNOLOGY

**NOTICE INVITING PROPOSALS**

HOLLISTER SCHOOL DISTRICT  
2690 CIENEGA ROAD  
HOLLISTER, CA 95023

RFP Number – 1617-IT3 – E-Rate Eligible Network Equipment

NOTICE IS HEREBY GIVEN that Hollister School District of San Benito County, California, will receive up to, but not later than 10:00:00 A.M., on May 2, 2017, Sealed Proposals for E-Rate Eligible Network Equipment.

Proposals shall be received at:

Hollister School District  
2690 Cienega Road.  
Hollister, CA 95023  
ATTN: Director of Technology

Vendor must participate in the E-Rate Eligible Network Equipment and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with proposal.

Proposal documents are available at the Hollister School District Purchasing Department. Each proposal must conform and be responsive to the proposal and contract documents which are contained in the proposal and on file in the Purchasing Department.

No proposers may withdraw their bid for a period of Ninety (90) days after the date set for the opening of proposals or after approval of the Hollister School District Governing Board.

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals or the proposal process.

By Order of the District Board of Education

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7. **Required Forms – All forms included with this bid are required to be completed and returned by the bidder.**
  1. **Noncollusion Declaration**

## **1. INSTRUCTIONS TO PROPOSER/REQUIREMENTS**

**A. Due date.** Responses must be received sealed in electronic format on jump drive, one (1) Master Bound hardcopy proposal and three (3) Three Additional Bound Hardcopy Proposals delivered **Tuesday, May 2, 2017 at 10:00:00 A.M.** to:

**HOLLISTER SCHOOL DISTRICT  
2690 CIENEGA ROAD  
HOLLISTER, CA 95023  
ATTN: DIRECTOR OF TECHNOLOGY**

**B. Proposers Conference.** No conference will be held for this RFP.

**C. Basis for Award.** HSD will award a contract to the Proposer(s) whose response, in HSD's sole judgment, represents the best value considering HSD needs based upon the following weighted criteria:

E-rate Eligible Costs - 40%  
Prior Experience - 20%  
Accuracy of Bid Response - 20%  
Qualifications - 10%  
Delivery – 10%

HSD may waive any immaterial deviation in a bid.

**D. Awards.** HSD may make more than one award or may make no award as a result of this solicitation. The decision to make no award, to make one award, or to make more than one award is final.

**E. Vendor costs.** HSD shall assume no responsibility for vendor costs incurred in developing and submitting a proposal.

**F. Questions on the RFP.** Any questions on the RFP must be conveyed in writing and will be responded by posting to the district's website at <http://www.HESD.org> in addition to the E-rate EPC website at <https://portal.usac.org/suite/> Any oral statements made by HSD employees, consultants or others will not be binding. **The last day to submit questions is April 25, 2017 at 2:00 p.m.** Please submit questions electronically to JR Rayas via email at [jrayas@HESD.org](mailto:jrayas@HESD.org).

**G. Rejection of bids.** HSD may reject proposals if conditional or incomplete.

**H. Negotiation.** HSD reserves the right to negotiate any aspect of any proposal deemed responsive to this RFP and may request a best and final offer.

I. Ownership of Proposals. All proposals become the property of HSD. HSD reserves the right to make use of any information or ideas contained in the proposals.

J. Confidential material. Proposer must notify HSD of any specific portions of proposals considered confidential. HSD will take reasonable efforts to protect the confidentiality of such material, but makes no guarantees that such material may be protected. Entire proposals designated as confidential may be rejected.

K. Pricing. Proposers must bid a per unit price for the network equipment and annual support listed in Exhibit 1. Pricing must include an estimate of shipping if applicable. It is expected that purchases of products not listed will be negligible, and HSD reserves the right to purchase those through a standard request for bid process. Evaluation of price will be based on the total cost for the product or equal product and annual support listed on the Exhibit. The pricing provided must also be valid for non E-Rate purchases.

L. Assignment & Successors. HSD reserves the right, during the term of the agreement to assign this agreement to a public educational entity in California or to any successor organization of HSD. In the event of such an assignment, HSD will supply a 30-day formal notice of intent to transfer financial responsibility to the responsible Proposer. At the end of the 30-day period, the Proposer shall change their records and commence billing as instructed in the notice of transfer. In all other respects, the agreement for service and the terms of this RFP shall remain intact, and continue through the original term of the agreement.

M. Invoices. Each Proposer will be expected to provide a single, itemized, invoice for each purchase order that has been received indicating all costs. Invoices should be mailed to:

Accounts Payable  
Hollister School District  
2690 CIENEGA ROAD  
HOLLISTER, CA 95023

N. Contract period. The responses to this RFP fall under the Year 2017 E-Rate timeline, and are for a term commencing upon a HSD board approved and fully countersigned contract. Pricing must remain the same or better throughout the Year 2017 E-Rate timeline, including any applicable extensions.

O. Adoption of New Technologies. HSD reserves the right to add new equal or better items to the pricing exhibit as items not on the list become available. HSD understands that new equal or better technologies may cost more or less than originally planned.

P. Terms and Conditions. As per Terms and Conditions of this RFP and subsequent agreement.

Q. Qualifications. Proposers must demonstrate their ability to provide product, warranty replacement for product, and support for product where support has been requested.

R. References. Proposals will be judged in part on proposers experience providing similar products and services to those requested. Proposals must include references, with name and contact number, for five (5) unified school districts that are as similar to HSD in size and geographic location as possible.

S. Service Requirements. Quote requests for creating purchase orders must be received by 4:00 P.M. on the next business day after the quote request was received. RMA returns must be processed by the next business day with receipt of replacement within 10 business days. Proposers must describe the quoted annual support offering in complete detail.

T. Warranty. Bidders must offer a lifetime warranty for their products.

U. Required Credentials. Proposer must have an up to date SPIN with the USAC. Should the proposer fail to update their SPIN for any reason, the vendor would then be responsible for the share of costs that would have been paid by the USAC.

V. 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. The 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 sealed proposal packet at the closing of the RFP. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of the proposal response.

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

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

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**2. GENERAL INFORMATION**

- A. The Hollister School District is accepting bids for the technology infrastructure materials and equipment listed herein. All taxes, licenses, permits, support and other fees shall be included in the proposal, and shown as part of the total costs for each item.
- B. This solicitation does not include labor or installation.
- C. All items shall be new, in unopened boxes and factory packaging.
- D. Product manufactured in the USA are preferred. Include information regarding manufacturing and assembly in your proposal.
- E. Substitutions are permitted, however, all products shall be as specified unless approved in advance by the District in writing. All requests for substitution shall be in writing and must meet or exceed the performance, features and capabilities of the items specified. Bidder shall provide the originally specified item(s) at no cost to the District should any item fail to meet the stated criteria. Compliance evaluation will be at the sole determination of the District.
- F. For materials returned that are incorrect or in excess the seller agrees that there shall be no restocking or other fees. For material shortages the seller agrees to supply additional quantities at the same cost as was originally bid under this solicitation, or less should market conditions allow.
- G. All pricing shall be good for 1-year from the date of bid closing.
- H. Evaluation Criteria

#	Evaluation Item	Points Available	Points Awarded
1.	E-rate Eligible Costs	40	
2.	Prior Experience	20	
3.	Accuracy of Bid Response	20	
4.	Qualifications	10	
4.	Delivery	10	
--	Total Points Available	100	

## SOLICITATION FOR BIDS

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- I. Fully investigating all requirements via the RFI process is required prior to bid. Verify all items are of the latest version, make, make and model prior to bid. Change orders will not be considered if determined by the client that the situation could have been avoided had the contractor expended the necessary resources during the bid process to understand the needs and expectations of the District.

### MATERIAL AND EQUIPMENT REQUIREMENTS

- J. Provide pricing in spreadsheet format for each item showing quantity, unit cost, total cost, tax, and any other fees or costs.

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### **3. TERMS AND CONDITIONS**

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT

1. Preparation of Proposal Form. RFP's shall be submitted on the prescribed RFP Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of RFPs. The proposal must conform and be responsive to all Contract Documents and shall be made on the Proposal Form provided, and the complete proposal, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Hollister School District ATTN: Director of Technology at 2690 Cienega Road, Hollister, CA 95023 and must be received on or before the proposal deadline (Public Contract Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid number, the contract designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Acceptance of Proposals. Awards will be made on a unit and line item basis unless otherwise specified on the proposal form. The right is reserved to reject any or all proposals and to accept or reject any line items thereon and to make any combination of line item awards. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Proposals are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

4. Proposal Requirements. The proposer, if awarded the Contract, will execute the Agreement within seven (7) working days after notice of award of the Contract, and will furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, are in effect, all within seven (7) working days of the notice of award of the Contract or as otherwise requested in writing by the DISTRICT.

5. Signature. Any signature required on Contract Documents must be signed in the name of the proposer and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if proposer is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the proposer is a joint venture or partnership, there shall be submitted with the proposal certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Contract for the joint venture or partnership. If proposer is an individual, his/her signature shall be placed on such documents.

6. Modifications. Changes in or additions to any of the proposal documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

7. Erasures, Inconsistent or Illegible Proposals. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the proposal in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any proposal is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

8. Examination of Facilities and Contract Documents. At its own expense and prior to submitting its proposal, each proposer shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the proposal, and determine the character, qualities and quantities specified. **Proposer agrees that the submission of a proposal shall be incontrovertible evidence that the proposer has complied with all the requirements of this provision of the Information for Proposer.**

9. Withdrawal of Proposals. Any proposal may be withdrawn, either personally or by written request signed by the proposer, at any time prior to the scheduled closing time for receipt of proposals. No proposer may withdraw any proposal for a period of sixty (60) calendar days after the date set for the opening of proposals.

10. Interpretation of Contract Documents. If any proposer is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT seven (7) days before bid deadline. No requests shall be considered after this time. The proposer submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each proposer known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation of Contract Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Contract Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE PROPOSER HAS DETERMINED THAT THE CONTRACT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT PROPOSER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS; AND THAT PROPOSER AGREES THAT THE CONTRACT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT's TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL PROPOSER INCORPORATING THE DISTRICT's TIMELINES FOR COMPLETION OF THE CONTRACT.

11. Proposers Interested in More Than One Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has quoted prices of materials/services to a proposer, is not thereby disqualified from submitting a proposal or quoting prices to other proposers or submitting a proposal on the Contract.

12. Award of Contract. The DISTRICT reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals or in the proposal process. The award of the Contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible proposer. If two identical low proposals are received from responsive and responsible proposers, the DISTRICT will determine which proposer will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the Contract is made to a proposer, and such proposer fails or refuses to execute the Agreement and provide the required documents within ten (10) working days after the notice of award of the Contract to proposer, the DISTRICT

may award the Contract to the next lowest responsive and responsible proposer or reject all proposals.

13. Competency of Proposers.

In selecting the proposer, consideration will be given not only to the financial standing but also to the general competency of the proposer for the performance of the Contract. By submitting a proposal, each proposer agrees that the DISTRICT, in determining the successful proposer and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Contract. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF PROPOSER."

The DISTRICT reserves the right to reject the proposal of any proposer who does not pass any evaluation to the satisfaction of the DISTRICT.

14. RFP Protest Procedure. Any proposer may file a protest. The protest shall be filed in writing with the Director of Technology, JR Rayas, not less than three (3) working days after the date of the RFP opening. 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. Resolution of RFP Controversy: Once the RFP protest is received, the apparent awarded proposer will be notified of the protest and the evidence presented. If appropriate, the apparent awarded proposer will be given an opportunity to rebut the evidence and present evidence that the apparent awarded proposer should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

b. Finality. The decision concerning the RFP controversy will be final and not subject to any further Appeals.

c. Failure to comply with this RFP Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

15. Failure to Fulfill Contract. When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Governing Board to be to the best advantage of the Hollister School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above state, shall be a liability against such vendor and his sureties. The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to

furnish because of economic conditions, governmental regulations or similar causes beyond the contract of the bidder provided satisfactory proof is furnished to the Governing Board, if requested.

16. Anti-Discrimination. In connection with all work performed under this Contract, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

17. Indemnification and Insurance The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against the Owner that arises out of the performance by the Contractor. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive Thirty(30) days cancellation.

18. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

19. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration. If there is reason to believe that collusion exists among the bidders, the Hollister School District may refuse to consider bids from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a bidder is interested. If there is reason to believe that collusion exists among the bidders, the Hollister School District may refuse to consider Bids from participants in such collusion.

20. Force Majeure Clause. The parties to the Contract may be excused from performance during the time and as to the extent that they are prevented from performing by any acts of God, fire, strike or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other part, provided that the nonperformance is not due to the fault or neglect of the part who does not perform.

21. Failure to Bid. In the event you do not desire to bid, please mark "NO BID" and return at least the bid cover sheet or your firm may be removed from the Bidders' list.

22. Status of Proposer. Proposer is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and Bidder or any of Bidder's agents or employees. Proposer assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Proposer, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

23. Prohibited Interests. No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, approve, or take part in negotiating, making accepting or approving this Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this Article.

24. District's Right to Terminate Contract.

(a) If the Proposer refuses or fails to deliver with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if the Proposer should file a petition for relief as a debtor, or should relief be ordered against bidder as a debtor, under Title II of the United States Code, or if Proposer should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if Proposer should otherwise be guilty of substantial violation of any provision of this Contract, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Bidder and its surety if applicable, of DISTRICT'S intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, this Contract shall upon the

expiration of said ten (10) days, cease and terminate. In such case, Proposer shall not be entitled to receive any further payment until performance is completed.

(b) If the unpaid balance of the Contract price shall exceed expense of completing performance under the Contract, including compensation for additional services, such excess shall be paid to Proposer. If such expense shall exceed such unpaid balance, Bidder shall pay the difference to the DISTRICT.

(c) the foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

25. State Audit. Pursuant to and in accordance with the provisions of Government code Section 10532, or any amendments thereto, all books, records and file of the DISTRICT or any proposer connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Bidder shall preserve and cause to be preserved such books, records and files for the audit period.

26. Proposer Claims. If the Proposer shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, proposer shall, within five (5) days after sustaining of such damage, make to the DISTRICT a written statement of the damage sustained. On or before the fifteenth day of the month succeeding that in which such damage shall have been sustained the Proposer shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Proposer's claims for compensation shall be forfeited and invalidated and shall not be entitled to consideration for payment on account of any such damage.

27. No Assignment. The proposer shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of its rights, title or interest, without the previous consent in writing of the DISTRICT; and the Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Proposer shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such as attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; the Contract may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee. No right under the Contract, not any right to

any money to become due hereunder, shall be asserted against the DISTRICT in law and equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless authorized as set forth herein by written consent of the DISTRICT. Any assignment of money due under this Contract shall be subject to prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the DISTRICT in accordance with this Contract.

28. No Waiver. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

29. Invoices & Payments. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under the Contract to the Accounting Department of the District. Invoices shall be submitted immediately in a form acceptable to the DISTRICT, under the same firm name as shown on the Contract. The DISTRICT shall make payments for materials, supplies or services furnished under the Contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative. The Board will make payments to vendor in accordance with actual deliveries made on acceptances by the Board. Partial payments made to the vendor do not in any way relieve vendor of his responsibility to complete the entire Contract.

30. Laws Governing Contract. This contract shall be in accordance with the laws of the State of California. The parties further stipulate that this contract was entered into in the County of Orange, in the State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof.



## **4. ERATE SUPPLEMENTAL TERMS AND CONDITIONS**

Signed copy to be returned with RFP response

The Telecommunications Act of 1996 established a fund by which Schools and Libraries 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 Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1. The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate.
2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/providers/step01/>
5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
6. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
7. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2017. Invoices are to be submitted as work is completed.

8. 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 contract and USAC approved extensions).
9. 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 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). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. 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.
10. 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 District will only be responsible for paying its non-discounted share.
11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
12. Even after award of contract(s) and/or e-rate funding approval is obtained, the District 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 District.
13. **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.**
14. 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.
15. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
16. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2) (i)(ii).

17. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
18. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. 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.
19. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
20. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

I, the undersigned, as an authorized agent of \_\_\_\_\_  
(Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Service Provider Name:** \_\_\_\_\_

## 5. SPECIFICATIONS, EQUIPMENT LISTING

### EXHIBIT 1

SUNNYSLOPE-

Looking for the following materials or equal

DESCRIPTION	COLOR	MFG.	PART NUMBER	Total Qty
Category 6A - LANmark XTP, CMP, Reel	Blue	Berk-Tek	11082057	28,000
Category 6A - LANmark OSP, Reel	Black	Berk Tek	11094458	6,000
24-Port QuickPort Flat Panel Empty, 1RU	Black	Leviton	49255-H24	8
Category 6A, Atlas-X1 Tooless Jack (component rated)	*	Leviton	6AUJK-RL6	252
Blank Insert	*	Leviton	41084-OWB	20
Category 6A, 3' Patch Cord - Atlas-X1 Slimline (component rated)	*	Leviton	6AS10-03L	126
Category 6A, 5' Patch Cord - Atlas-X1 Slimline (component rated)	*	Leviton	6AS10-05L	126
2-port Faceplate with ID window	White	Leviton	42080-2WS	80
4-port Faceplate with ID window	White	Leviton	42080-4WS	7
2-port Surface Mount Box with ID window "Plenum Rated"	White	Leviton	41089-2WP	19
QuickPort® In-Ceiling Bracket	Galv	Leviton	49223-CBC	20
12 MM 50/125 / 12 Single-Mode Hybrid Plenum - OM4	Aqua	Berk-Tek	LTP024-012FB3010/F5-012AB0403	1,600
Opt-X 2000i SDX - 1RU Fiber Enclosure, sliding tray, accepts 3 adapter plates, (72 LC's)	Black	Leviton	5R1UH-S03	4
Fiber Adapter Plate - 12 Fiber LC 50um, OM3/4	Aqua	Leviton	5F100-2QL	4
Fiber Adapter Plate - 12 Fiber LC Single-Mode, OS2	Blue	Leviton	5F100-2LL	4
LC-LC Fiber Patch Cord, 1 meter 50mm, OM4	Aqua	Leviton	54DLC-M01	8
LC-LC Fiber Patch Cord, 1 meter Single-Mode, OS1	Yellow	Leviton	UPDLC-S01	8
FastCAM Pre-polished Connector, LC (aqua) 50/125um Multimode, OM3/OM4	Aqua	Leviton	49991-LLC	60
FastCAM Pre-polished Connector, LC (blue) Single-Mode, OS2	Blue	Leviton	49991-SLC	60
FastCAM Installation Kit (for MM and SM connectors)		Leviton	49800-SMK	1
7' x 19" Equipment Rack, 2 Post Black	Black	B-Line	SB556084XUFB	1
24"x36"x24" Wall Mount Cabinet, Plexi door, black	Black	B-Line	VLWM3625PB	3
Category 6A, 64-pair, 110 block w/legs & C4 clips Kit	White	Leviton	41AB6-1F4	2
Vertical Front & Rear Fingers 5" wide x 80" Wire Manager w/cover	Black	Leviton	4980L-VFR	2
Horizontal Front & Rear Duct Wire Manager, 2U - Double Sided	Black	Leviton	492RU-HFR	6
Runway - 18" x 1 1/2" stringer x 10' - UL Classified	Black	B-Line	SB17U18BFB	30
Rack to Runway Top Plate Kit - 18"	Black	B-Line	SB213318FB	1
Wall Angle Support Kit - 18"	Black	B-Line	SB211318FB	4
Butt Splice Kit, UL Classified	Black Zinc	B-Line	SB2107BZN	3
Rack Anchor Kit - 3/8"-16 x 2 3/4" (70mm) wedge anchors and hardware.	Zinc	B-Line	SB588A	2
3/8" ATR Threaded Rod - 10'	Galv	B-Line	ATR3/8X120	2
3/8" Nut with Flat Washer	Galv	B-Line	3/8HN 3/8FW	4
J-Hook 2" w/wire clip	Galv	B-Line	BCH32-W2	100
Grounding Lug - 2 hole compression; #8 - #4awg, 5/8" hole spacing, 1/4"x20 bolt size	Galv	B-Line	SB47802	1
Wall Mounted Main Ground Bus Bar - 12" x 4"	Copper	B-Line	SBTMGB12	1
15 AMP, 12 receptacle PDU w/10 foot cord, Horiz./rack mounted, non surge	Black	Eaton	ePBZ86	4
EZ Path-44 Kit for finished walls	Orange	STI Firestop	EZDP44S	10
Maxcell 3" 3 cell innerduct	White	Maxcell	MXC3456XX1000	1,600

RFP 1617-IT3 ERate Eligible Equipment

SunnySlope and Rancho San Justo

## RANCHO SAN JUSTO

### Looking for the following materials or equal

DESCRIPTION	COLOR	MFG.	PART NUMBER	QTY\$
Category 6A - LANmark XTP, CMP, Reel	Blue	Berk-Tek	11082057	84,000
24-Port QuickPort Flat Panel Empty, 1RU	Black	Leviton	49255-H24	14
Category 6A, Atlas-X1 Tooless Jack (component rated)	*	Leviton	6AUJK-RL6	700
Blank Insert	*	Leviton	41084-OWB	70
Category 6A, 3' Patch Cord - Atlas-X1 Slimline (component rated)	*	Leviton	6AS10-03L	350
Category 6A, 5' Patch Cord - Atlas-X1 Slimline (component rated)	*	Leviton	6AS10-05L	350
2-port Faceplate with ID window	White	Leviton	42080-2WS	160
4-port Faceplate with ID window	White	Leviton	42080-4WS	35
2-port Surface Mount Box with ID window "Plenum Rated"	White	Leviton	41089-2WP	25
QuickPort® In-Ceiling Bracket	Galv	Leviton	49223-CBC	25
12 MM 50/125 / 12 Single-Mode Hybrid Plenum - OM4	Aqua	Berk-Tek	LTP024-012FB3010/F5-012AB0403	4,000
Opt-X 2000i SDX - 1RU Fiber Enclosure, sliding tray, accepts 3 adapter plates, (72 LC's)	Black	Leviton	5R1UH-S03	7
Opt-X 2000i SDX - 4RU Fiber Enclosure, sliding tray, accepts 12 adapter plates, (288 LC's)	Black	Leviton	5R4UH-S12	2
Fiber Adapter Plate - 12 Fiber LC 50um, OM3/4	Aqua	Leviton	5F100-2QL	14
Fiber Adapter Plate - 12 Fiber LC Single-Mode, OS2	Blue	Leviton	5F100-2LL	14
LC-LC Fiber Patch Cord, 1 meter 50mm, OM4	Aqua	Leviton	54DLC-M01	42
LC-LC Fiber Patch Cord, 1 meter Single-Mode, OS1	Yellow	Leviton	UPDLC-S01	42
FastCAM Pre-polished Connector, LC (aqua) 50/125um Multimode, OM3/OM4	Aqua	Leviton	49991-LLC	168
FastCAM Pre-polished Connector, LC (blue) Single-Mode, OS2	Blue	Leviton	49991-SLC	168
FastCAM Installation Kit (for MM and SM connectors)		Leviton	49800-SMK	1
7' x 19" Equipment Rack, 2 Post Black	Black	B-Line	SB556084XUFB	1
24"x36"x24" Wall Mount Cabinet, Plexi door, black	Black	B-Line	VLWM3625PB	7
Vertical Front & Rear Fingers 5" wide x 80" Wire Manager w/cover	Black	Leviton	4980L-VFR	2
Horizontal Front & Rear Duct Wire Manager, 2U - Double Sided	Black	Leviton	492RU-HFR	16
Runway - 18" x 1 1/2" stringer x 10' - UL Classified	Black	B-Line	SB17U18BFB	2
Rack to Runway Top Plate Kit - 18"	Black	B-Line	SB213318FB	1
Wall Angle Support Kit - 18"	Black	B-Line	SB211318FB	1
Butt Splice Kit, UL Classified	Black Zinc	B-Line	SB2107BZN	2
Rack Anchor Kit - 3/8"-16 x 2 3/4" (70mm) wedge anchors and hardware.	Zinc	B-Line	SB588A	1
3/8" ATR Threaded Rod - 10'	Galv	B-Line	ATR3/8X120	8
3/8" Nut with Flat Washer	Galv	B-Line	3/8HN 3/8FW	8
J-Hook 2" w/wire clip	Galv	B-Line	BCH32-W2	250
Grounding Lug - 2 hole compression; #8 - #4awg, 5/8" hole spacing, 1/4"x20 bolt size	Galv	B-Line	SB47802	8
Wall Mounted Main Ground Bus Bar - 12" x 4"	Copper	B-Line	SBTMGB12	1
15 AMP, 12 receptacle PDU w/10 foot cord, Horiz./rack mounted, non surge	Black	Eaton	ePBZ86	8
EZ Path-44 Kit for finished walls	Orange	STI Firestop	EZDP44S	30
Maxcell 3" 3 cell innerduct	White	Maxcell	MXC3456XX1000	4000

NETWORK ELECTRONICS (CISCO-MERAKI, CLOUD MANAGED OR EQUAL)

**Rancho San Justo**

QUANTITY	PART NUMBER	COMMENTS
3	MS-220-8P	8-port switch
9	MS-250-24P	24 port switch
7	MS-250-48P	48 port switch
57	MR42	Cloud Managed AP
3	MR 72	Dual-band 2x2 MIMO 802.11ac AP
6	MA-ANT 20s	Meraki 4/7 dBi Dual-Band Omni Antenna Set
9	MA-PWR-640WAC	Power Supplies
7	MA-PWR-1025WAC	Power Supplies
25	MA-SFP-10GB-LRM	Transceiver Modules
6	MA-SFP-1G-SX	Transceiver Modules
6	MA-CBL-40G-50CM	Stacking cables
***All items listed above shall come with all hardware, latest firmware, all licenses and all other options and applicable costs. All fees shall be included in your bid.		

**SunnySlope**

QUANTITY	PART NUMBER	COMMENTS
0	MS-220-8P	8-port switch
10	MS-250-24P	24 port switch
6	MS-250-48P	48 port switch
20	MR42	Cloud Managed AP
2	MR 72	Dual-band 2x2 MIMO 802.11ac AP
4	MA-ANT 20s	Meraki 4/7 dBi Dual-Band Omni Antenna Set
10	MA-PWR-640WAC	Power Supplies
6	MA-PWR-1025WAC	Power Supplies
32	MA-SFP-10GB-LRM	Transceiver Modules
0	MA-SFP-1G-SX	Transceiver Modules
1	MA-CBL-40G-50CM	Stacking cables
***All items listed above shall come with all hardware, latest firmware, all licenses and all other options and applicable costs. All fees shall be included in your bid.		

END

**6. INFORMATION REQUIRED OF BIDDER AND SIGNATURE PAGE**

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

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- (2) Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Electronic Mail: \_\_\_\_\_

- (3) Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture \_\_\_\_\_  
(check one)

- (4) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

- (5) Have you ever brought any claim(s) against a public agency? Yes \_\_\_\_\_ No \_\_\_\_\_  
If the answer is "Yes," please explain in detail name of public agency, nature of the claim and outcome.

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(6) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT?

Yes \_\_\_\_ No \_\_\_\_ If so, please elaborate.

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(7) List of References - Work of similar nature in a school/community college/university within the last five (5) years. DISTRICT has discretion to require more than five (5) references.

1. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Dates of commencement and completion: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Dates of commencement and completion: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_



Description of Work: \_\_\_\_\_

Dates of commencement and completion: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Dates of commencement and completion: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

5. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Dates of commencement and completion: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 7. REQUIRED FORMS

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_  
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_