



BID PACKAGE AND DOCUMENTS

FOR

PURCHASE AND DELIVERY OF

Network Equipment

Bid No. 19-20:06

BONITA UNIFIED SCHOOL DISTRICT

**115 W. Allen Avenue
San Dimas, CA 91773**

(909) 971-8200

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TABLE OF CONTENTS

	<u>Page</u>
NOTICE INVITING BIDS/PROPOSALS	1
INSTRUCTIONS TO BIDDERS	2
GENERAL CONDITIONS	7
BID FORMS	9
BID FORM	10
BID FORM PRICE SHEET.....	14
NON-COLLUSION DECLARATION	15
REQUEST FOR SUBSTITUTION	16
CERTIFICATION	18
BUSINESS LICENSE	19
E-RATE SUPPLEMENTAL TERMS AND CONDITIONS.....	20

**NOTICE INVITING BIDS/PROPOSALS
BONITA UNIFIED SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that the Bonita Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the "District", will receive sealed BIDs/RFPs in the Purchasing Department of the District Office located at 115 West Allen Avenue, San Dimas, CA 91773 and will be publicly opened and read aloud on the date and time specified below:

<u>Project Identification Name</u>	<u>Mandatory Job Walk</u>	<u>Opening Date/Time</u>
BID: 19-20:06 Networking Equipment	None	February 14, 2020 2:00 PM Facilities Department 115 West Allen Avenue San Dimas, CA 91773

<u>Project Identification Name</u>	<u>Mandatory Job Walk</u>	<u>Opening Date/Time</u>
RFP: 19-20:05 Fiber Optic Cabling	January 22, 2020 10:00 AM Bonita High School 3102 D Street La Verne, CA 91750	February 14, 2020 2:30 PM Facilities Department 115 West Allen Avenue San Dimas, CA 91773

There will be a mandatory job walk for RFP 19-20:05 at the location and time listed above. A copy of the RFPs are available at <http://do.bonita.k12.ca.us/Business-Services/Purchasing/index.html> and the USAC EPC Portal. **Any Contractor bidding on RFP 19-20:05 who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its proposal returned unopened.**

The paramount scope of work is communications and therefore the Primary Contractor shall be licensed by the CSLB as C7, and any work within electrical conduits or environments shall be performed by a C10 licensed Sub-Contractor. Both shall be in good standing with the CSLB. All other manufacture and technical certifications as called for in the solicitation are also required. Contractors and Subcontractors must be registered with DIR, in compliance with SB854, to submit a bid for evaluation.

Sealed proposals shall be made and presented only on the forms presented by the District. **Proposals shall be received in the Purchasing Department of the District Office at 115 W Allen Ave., San Dimas, California 91773** and shall be opened and publicly read aloud at the Facilities Department Conference Room at the designated time listed above. It is each bidder's sole responsibility to ensure its proposal is timely delivered and received at the location designated as specified above. Any proposal received at the designated location after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

Each proposal must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

No bidder may withdraw a submitted proposal for a period of ninety (90) days after the time set for opening proposals.

The District and Board of Education reserve the right to reject any and all proposals, and to waive any irregularities in any proposals or in the bidding procedure.

Board of Education
Bonita Unified School District
County of Los Angeles
Penny Reyes
Director, Purchasing/Warehouse

Publishing Dates: January 14th and 21st, 2020

INSTRUCTIONS TO BIDDERS

Bid No.: 19-20:06

Date Due: February 14, 2020 no later than 2:00 p.m.

PROPOSALS:

- A) Bids must be submitted on forms furnished by the District in order to preserve uniformity and to facilitate the award of contract(s). **Bids will not be considered without the following documents:**

Bid Form with Addenda Acknowledged (if applicable)
Bid Form Price Sheet
Non-Collusion Declaration
Request for Substitution Form
Certification
Copy of Business License

- B) Bids shall be delivered to the Bonita Unified School District office on or before the day and hour set for the opening of bids in the Notice Inviting Bids/Proposals. Bids shall be enclosed in a sealed envelope clearly marked with the description of the bid and the name of the bidder. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- C) Before submitting a bid, bidders shall carefully examine specifications, and the forms of the bid documents. Bidders shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
- D) Bids must be in ink or, preferably, typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to or above. The person signing the bid document must initial bid changes.
- E) Bid signatures on all bids must show firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by each signature must be fulfilled.
- F) Bonita Unified School District will not be responsible for errors or omissions on the part of bidders. Verify your bids before submission as they cannot be withdrawn or corrected after being opened or withdrawn for a specified time period.
- G) Bids may not be withdrawn for a period of ninety (90) days from the date of bid opening.

ADDENDA:

The District reserves the right to issue addenda to the documents, as it may desire at any time prior to the time fixed for receiving bids. A copy of all such addenda will be posted at <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html> and the USAC EPC Portal. The number of each addendum shall be listed on the bidder's bid form.

INTERPRETATION OF DOCUMENTS:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the following in writing, to request interpretation or correction thereof: Penny Reyes, Director of Purchasing at reyes@bonita.k12.ca.us .

The Bonita Unified School District requires that such requests be in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by addendum duly issued at <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html> and the USAC EPC Portal. The Bonita Unified School District will not be responsible for any other explanation or interpretation of the proposed documents.

BIDDERS INTERESTED IN MORE THAN ONE BID:

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting sub-proposal or quoting prices to other bidders.

PRICING:

- A) Prices must be stated in units specified and according to the specifications.
- B) In case of discrepancy between the unit price and the extension, the unit price shall prevail.
- C) All prices bid shall be total prices and shall include all costs such as delivery, postage, express and any applicable charges (except sales tax), F.O.B. Bonita Unified School District or any of its locations within the District. District will add sales tax as purchase orders are processed.
- D) Totals shown on bid schedule are approximate and are minimum estimates for the period of contract. Quantities herein are not a guarantee of any quantity purchase as a result of this proposal.
- E) Please provide price break on quantity orders.

AWARD OR REJECTION OF BIDS:

- A) Awards will be to bidder that can fulfill all equipment listed, lowest price, and delivery to all sites, plus terms and conditions in this bid packet. All bids must be submitted on forms furnished by the District. Award will be based on a total of all line items and bidder's capacity to fulfill the following:
 - 1. Accept and bill against a District purchase order.
 - 2. Provide with bid submittal a copy of company return policy on products that are defective, unsatisfactory or ordered in error, with no restocking fee.
- B) At no time will the Bidder allow an account PO to exceed the dollar amount indicated.
- C) Bids may be rejected on grounds of non-responsiveness or non-responsibility.
- D) The bid award shall not become binding upon the approval of the contract by the District's governing Board.

- E) The amount of goods may be increased or decreased without affecting the unit cost in a bid.
- F) The Governing Board shall be sole judge of equivalency.
- G) The District may consider prompt payment discounts (only terms of 2%/20 days or better will be considered).
- H) Bids are subject to acceptance at any time within ninety (90) days after opening unless otherwise stipulated.
- I) The District reserves the right to require Bidder information regarding financial responsibility or such other information as the District determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. The successful bidder(s) may be required to furnish a letter or organization listing the firm's members, officers of the corporation, and those persons authorized to sign legal documents.
- J) **The District reserves the right to interview Bidder prior to award and after award of bid.** If the Bidder cannot furnish the needs of the District (i.e., invoicing, delivery) or meet the terms of bid, it is understood that the District may go to the next responsible bidder.

BID PROTEST PROCEDURES:

Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Purchasing/Warehouse not more than five (5) business days after the date of the bid 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.

Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent, Business Services or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and 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:

Bonita Unified School District
Business Services Department
115 W. Allen Avenue
San Dimas, CA 91773

Appeal Review: The Assistant Superintendent, Business Services or their designee shall review the decision on the bid protest from the Director of Purchasing/Warehouse 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 Assistant Superintendent, Business Services or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

Reservation of Rights to Proceed with Project Pending Appeal: The District reserves the right to proceed to award the Project and commence pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

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

The District reserves the right to require of bidder information regarding financial responsibility or such other information as the Board determines necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. The District will not be responsible for errors or omissions on the part of bidders.

UNBALANCED OR ALTERED BIDS:

Bids in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

NON-APPROPRIATED FUNDS:

CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:

The bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.

SUBSTITUTIONS AND SAMPLES:

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of this bid. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and

submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- i. Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria;
- ii. Will be acceptable in consideration of the required design and artistic effect;
- iii. Will provide no cost disadvantage to the District;
- iv. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- v. Will not cause any delays in the delivery of the items to the District; and
- vi. Will meet the District's needs as expressed by the District.
- vii. All items MUST work with ARUBA equipment.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested substitution, the bidder's bid shall be considered non-responsive and the District may award the Agreement to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid security will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all additional drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. Any request for substitution which is granted by the District shall be documented in writing. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay shall be on the bidder.

GENERAL CONDITIONS

Bid No. 19-20:06

QUANTITIES:

THE BONITA UNIFIED SCHOOL DISTRICT DOES NOT GUARANTEE THAT ALL ITEMS OR QUANTITIES SHOWN ON THIS BID WILL BE PURCHASED. Quantities indicated are approximate and the District reserves the right to increase or decrease the number of units to be purchased if deemed necessary. All prices quoted must be firm for the time period set forth in the Agreement.

ERRORS AND OMISSIONS:

RESPONSIBILITY FOR ERRORS AND/OR OMISSIONS ON THE PART OF BIDDER/VENDOR IN MAKING UP THEIR BIDS WILL NOT BE ASSUMED BY THE BONITA UNIFIED SCHOOL DISTRICT. All bids must be typewritten or in ink. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink, prior to bid opening, by the person signing the bid. Bids must be verified before submission as they cannot be withdrawn for after the date set for the opening of bids.

MANUFACTURE BRAND:

STATE BRAND AND MODEL NUMBER OF EACH ITEM PROPOSED IF REQUIRED ON THE BID FORM. If alternates are specified, samples may be required for examination by the District. Such samples must be furnished free of expense and without obligation to the District. If not consumed or destroyed by tests, samples will be returned at bidder's expense, provided the bidder requests return, otherwise thirty (30) days after the bid opening the samples shall be disposed of by the District.

SAFETY REQUIREMENTS:

All equipment proposed in response to this bid must conform to the Safety Orders of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at time of bid. Material Safety Data Sheets, when applicable, must be furnished under separate cover directly to the District. Failure to furnish said safety data sheets may delay payment of invoices rendered.

STATE SALES TAXES:

State sales taxes will be paid by the District, and are not to be included in the bidder's quotation unless a space for such tax is shown on the Bid Form. School Districts are exempt from federal excise taxes. Exemption certificates will be furnished upon request.

DELIVERY:

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. Price quoted shall be F.O.B. destination point(s) specified in the bid. All costs for delivery, drayage, insurance, freight, or the packing of said items are to be borne by the bidder. **All shipments are to be accompanied by a packing slip and the purchase order number shall appear on all cases and packages, and all shipments must be delivered inside or desk top. Please review the District's school sites and departments.**

BID PREPARATION COST:

Cost for preparing bid response and any other related material is the responsibility of the Vendor and shall not be chargeable in any manner to the District.

CONFLICTS OF INTEREST:

Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under own bid and that no person having any such interest shall be subcontracted in connection with this bid, or employed by Respondent.

Vendor will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the bid, in addition to whatever other remedies the District may have.

BID FORMS

- Bid Form
- Bid Form Price Sheet
- Non-Collusion Declaration
- Request for Substitution Form
- Certification

**BID 19-20:06
NETWORKING EQUIPMENT**

BID FORM

(TO BE SUBMITTED WITH BID)

FOR
BONITA UNIFIED SCHOOL DISTRICT

VENDOR
NAME:

ADDRESS:

TELEPHONE:

()

FAX:

()

EMAIL

To: Bonita Unified school District, acting by and through its Governing Board herein called the "District":

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized the terms of the Contract Documents and Specifications, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and all other Contract Documents, including Addenda No's., if any, on file at the Purchasing Office of said District for the prices set opposite the articles listed herein.

Addendum Nos. _____

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

It is understood that the District reserves the right to reject this bid or all bids in whole or in part; to waive any irregularities or informalities in any bids or in the bidding, and that this bid shall remain open and not withdrawn for a period of ninety (90) days from the date prescribed for the opening date of this bid.

It is understood that if samples are required, they are at the expense of the bidder and at no cost to the District.

Notice of Acceptance or request for additional information should be addressed to the undersigned at the address stated below.

The bidder (if applicable) has carefully examined the plans and specification for this project prepared and furnished by District and acknowledges their sufficiency.

Base Bid:

1. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS
(\$ _____)

Please review all terms and conditions of the bid as Vendor will be required to provide all the material/equipment/supplies listed.

2. The required Non-Collusion Declaration is attached hereto.

3. The Substitution Request Form, if applicable, is attached hereto.

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond (if applicable), insurance documents and information, and any other required documents, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, or other subsequent document issued by the District for a specific project or site, and shall be completed by the Vendor in the time specified by the District.

5. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

6. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

7. The undersigned bidder shall be licensed and shall provide the following license information:

California Business License _____

License Expiration Date _____

8. .

9. The bidder declares that he/she has carefully examined the Contract Documents and all other documents and requirements that are attached to and/or contained in this bid, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost amounts set forth in this Bid Form.

10. **DEBARMENT.** In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Vendor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Vendor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Vendor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct. I agree to receive service of notices at the e-mail address listed below.

Proper Name of Company

Name of Bidder Representative

E-Mail

By: _____
Signature of Bidder Representative

Date: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above. All signatures must be made in permanent blue ink.

Bid 19-20: 06
Bid Form Price Sheet

ITEM DESCRIPTION	PART NUMBER	QUANTITY	PRICE EACH	TOTAL PARTS COST
HPE/Aruba 8 Port Smart Rate Module	J9995A (v3)	117	\$	\$
HPE/Aruba 8 Port SFP+ Module	J9993A (v3)	1	\$	\$
HPE/Aruba 10gig SFP+ sr mm gbic	J9150D	8	\$	\$
HPE/Aruba 10gig SFP+ Transceiver	J9151E	2	\$	\$
HPE/Aruba 1gig SFP sr mm gbic	J4858D	8	\$	\$
HPE/Aruba 8G POE+ Switch, 2930F	JL258A	2	\$	\$
GRAND TOTAL FOR ALL PARTS				\$

All items must be new and of current manufacturer product release, and firmware release.

No Vendor shelf stock is allowed. All items are to come with their standard manufactures warranty which shall be issued to the District. Should a Purchase Order be issued for the listed equipment the vendor has 30 days from the date of the purchase order to deliver all items.

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

(Public Contract Code Section 7106)

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: _____

REQUEST FOR SUBSTITUTION

(TO BE SUBMITTED WITH BID)

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Bidder Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	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 as demonstrated by a side by side comparison of key characteristics and performance criteria; (2) will be acceptable in consideration of the required design and artistic effect; (3) will provide no cost disadvantage to the District; (4) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (5) will not cause any delays in the delivery of the items to the District; and (6) will meet the District’s needs as expressed by the District.

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s bid security shall be forfeited.

In order for the District to properly review the substitution request, within five (5) days following the opening of bids, the Vendor shall provide samples, test criteria, manufacturer information, and any other documents requested by District or its consultants, along with a document which provides a side by side comparison of key characteristics and performance criteria.

Name of Bidder: _____

By: _____

District: _____

By: _____

CERTIFICATION

(TO BE SUBMITTED WITH BID)

Bid: 19-20:06

The prices quoted herein shall remain firm for the period indicated in the bid packet listed above. All orders issued against this bid shall be delivered and invoiced at the fixed cost or less due to decrease in the market for the term of this Contract.

Bid prices include all delivery and handling charges. Applicable sales tax to be added by the District to all orders resulting from this bid. Vendor agrees to invoicing terms listed in bid packet.

All supplies quoted are in accordance with the Instructions to Bidders, General Conditions, Special Conditions (if any), specifications shown and all other documents in this bid package. Quantities are estimates only and do not obligate the District in anyway.

A copy of return policy on supplies that are damaged, ordered in error or unsatisfactory is attached.
Yes _____ No _____

A copy of warranty on instruments is attached with bid submittal.
Yes _____ No _____

The Vendor understands that by signing this document, Vendor is certifying that he can perform all components of this Contract.

Date: _____ Company: _____
Phone: _____ Address: _____
FAX: _____ City _____ State: _____ Zip: _____

By: _____
Printed Name _____ Title _____
Signature _____
E-mail _____

BUSINESS LICENSE

BIDDER TO INCLUDE A COPY OF ITS BUSINESS LICENSE WITH BID

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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Signed copy to be returned with bid 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) 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 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.

2) SERVICE PROVIDER REQUIREMENTS

The District 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 requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. 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: <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 (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>
- d. 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 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 contract termination 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 can commence. At no time may the Service Provider invoice before July 1, 2020.
- 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 contract 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 SLD guidelines.
- h. 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. A summary sheet must also be provided to provide 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 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 <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. 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>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

- b. 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).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). 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/>. 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.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- f. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/si/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.

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 contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2020 funding year (July 1, 2020). 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 1 services (telecommunications services and Internet access).


The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two 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.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99_ , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place 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 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. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. 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.

- b. 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.

6) FCC/SLD AUDITABILITY

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. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent 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/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District'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 District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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: _____