
BONITA UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL

Network Router and Switch Upgrade E-Rate YR 18 (2015)

Network Routers and Switches

RFP Release Date: February 6, 2015

Proposals Due: March 6, 2015

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NOTICE OF REQUEST FOR PROPOSALS

Network Router & Switch Upgrade - E-Rate Yr. 18 (15)

DATED: 02/06/15

Bonita Unified School District (hereinafter District) is seeking to contract with a Company (hereinafter Proposer) to provide the District a combination of network routers and switches to be used in locations described in the Scope of Work, Pricing section of this RFP.

Any company submitting a proposal must be able to provide evidence that said company and its personnel has the expertise and experience in performing the responsibilities this proposal seeks.

The Request for Proposals (RFP) **must be received no later than 1:00 p.m. local time on Friday, March 6, 2015**, at 115 W Allen Ave, San Dimas, CA 91773 in the Purchasing Department. Attention: Anna G Hamilton, Purchasing Director.

Proposals must be submitted in a sealed envelope clearly marked **“Network Router and Switch Upgrade, E-Rate YR 18 (2015)”**. **Along with a digital copy (i.e. CD or Flash Drive)**. No electronic (email) or facsimile (fax) proposals will be considered. Proposals received after the specified date and time will not be accepted and will be returned unopened. Proposals will not be opened publicly.

All responsive proposals will be reviewed and evaluated by the District in order to determine which proposer best meets the District's needs for this project by demonstrating the competence and professional qualifications necessary for the satisfactory performance of the required services. The criteria by which the District shall evaluate proposals are set forth in the RFP.

The District reserves the right to accept or reject any and all proposals, to negotiate with any or all responsible submitters, and to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the District.

Any inquiries regarding this RFP should be addressed in writing to Anna G Hamilton, Purchasing Director, at erate@bonita.k12.ca.us

Respectfully Submitted
Anna G Hamilton
Purchasing Director

DISTRICT BACKGROUND

The District office is located at 115 W Allen Avenue, San Dimas, California, 91773. Bonita Unified School District in Los Angeles County with an enrollment of approximately 10,000 students, Grades K-12. The DISTRICT consists of eight elementary schools, two middle schools, two high school, and one continuation school. For additional information, please visit our website at www.bonita.k12.ca.us/

INSTRUCTIONS TO PROPOSERS

Acceptance Period. Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

Addenda/Addendum/Amendment Acknowledgment. Each proposal shall include specific acknowledgement in the space provided in the Official Proposal Form of receipt of all addenda issued during the solicitation period. Any amendments or clarifications will be posted on the E-Rate section on District's web site (same section where this RFP is posted).

Authorized Signature. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the District, any agent submitting a proposal on behalf of a Proposer must provide a current power of attorney certifying the agent's authority to bind the Proposer.

Award of Proposal. Award of proposal is contingent upon the approval of funding from the Schools and Libraries Universal Service Administrative Company. The successful bidder agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD"). District and successful Proposer will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements. It is understood that the District is liable for any charges incurred that are not funded by E-Rate. It is also understood that the District will manage its own obligations under the E-Rate program. Even after award of contract(s), the District may or may not proceed with the project, in whole or in part, even in the event E-rate funding is approved. Execution of the project, in part or in whole, is solely at the discretion of the District.

Award will be made to Proposer offering the most advantageous proposal after consideration of all evaluation criteria set forth in this section.

Award Rights. The District reserves the right to award one or more sections of this RFP to one or more Proposers. Proposers have the right to apply to one or more sections.

Cancellation of Solicitation. The District may cancel this RFP at any time.

Compliance with Laws. Services must be fully compliant with all applicable requirements as specified in the RFP contract, including all District and County of Los Angeles policies, regulations, and permits and all State and Federal laws.

Contract Award. A contract with the selected Proposer(s) and the District will be executed by both parties once it is awarded by the Board of Trustees. If Agreement on the terms and conditions that are acceptable to

the District cannot be achieved by that time frame, the District reserves the right to continue negotiations or to award the proposal to another Proposer and begin negotiations with that vendor.

Contract Terms and Conditions. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, all forms, exhibits and addenda (if any). The services requested will be provided under terms and conditions set forth in the District's Standard Agreement. The "Sample Agreement" is part of the RFP. If the person or business submitting a proposal is unable to agree to the terms and conditions set forth in the Agreement, the proposal must indicate the specific sections of the Agreement that are not acceptable and submit alternate language with a narrative explanation of each proposed change. Although the District will consider alternate language proposed, the District will not be bound by Agreement language received as part of the response. Once the Contractor has received a notice to proceed not earlier than July 1, 2015, the Contractor shall complete all work for the Project by June 30, 2016 or as extended by the District in writing and as authorized by SLD.

Cost of Preparing Proposal. All costs incurred in the preparation of the proposal will be the responsibility of the Proposer and will not be reimbursed by the District.

Documents to be returned with proposal. The documents that must be returned by the submittal deadline are listed below:

- a. Erate Certification
- b. Official Proposal Form
- c. Scope of Work & Pricing
- d. Non-collusion Declaration
- e. Erate Service Provider Information
 - i. Service Provider Identification Number
 - ii. FCC Green Light Status, FCC Registration Number (FRN)
- f. E-Rate Supplemental Terms and Conditions

Discrepancies. If discrepancies are found between the copies, or between the original and copy or copies, the original "Master" will provide the basis for resolving such discrepancies. If one document is not clearly marked "Master"; the District reserves the right to use the original as the Master. If no documents can be identified as an original document with original signatures, proposal may be rejected at the discretion of the District.

Disqualification of Proposer. If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, will make, file or be interested in more than one proposal for the same work unless alternate proposals are called for.

Electronic Equipment. If Proposer is providing electronic equipment quotes for switches/hubs/routers, Proposer must have at least one (1) certified Engineer or equivalent on staff.

All equipment and material must be new. Used, refurbished or repurposed equipment or material shall not be acceptable.

Evaluation Factors for Award. Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost and management requirements.

Evaluations of offers will be based upon the Proposer's responsiveness to the RFP and the total price quoted for all the items covered by the RFP.

The following elements will be the primary consideration in evaluating all submitted proposals and in the selection of a Proposer:

- a. 40% - Price of ELIGIBLE products, including unit prices, shipping & handling, total cost of ownership, etc.
- b. 35% - Technical feature set of products. Review of product technical capabilities and features.
- c. 25% - The extent to which the Proposer's solution fulfills the stated requirements as set out in this RFP.

The evaluation committee may contact any Proposer to clarify any response, contact any current users of the Proposer's services, solicit information from any available source concerning any aspect of the proposal; and seek and review any other information deemed pertinent to the evaluation process.

Discussions and/or interviews may, at the District's sole option, be conducted with Proposers to permit further evaluation and to allow the District to inquire further into the Proposer's experience on similar projects and other relevant inquiries. All Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and/or interviews and any written revisions of proposals.

Until a contract resulting from the RFP is executed, no employee, agent or representative of any Proposer shall make available or discuss its proposal with any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District unless specifically allowed to do so in the RFP or in writing by the District for the purpose of clarification and evaluation.

A notification of intent to award will be sent to the selected Proposer(s). Award is contingent upon the successful negotiations of final contract terms.

Please note that the District, at its sole discretion, reserves the right at any time during the process to reject any and all proposals that are not in the best interest of the District.

Items & Services. The District reserves the right to purchase items and services over and above the quantities specified in this RFP. At the same time if the District does not receive funding or is awarded limited funding from the E-Rate program, the District at its option, may purchase part or none of the items and services agreed to as per executed contract.

Interpretation of Contract Documents. If any person is in doubt as to the true meaning of any part of the scope of work, or other proposed contract documents, or finds discrepancies in, or omissions from the proposal, he/she may submit to the District a written request for an interpretation or correction thereof. The requesting party is responsible for prompt delivery of any requests. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy will be provided promptly to all parties recorded as having received contract documents.

Invoicing. The Proposer must submit detailed invoices for services rendered. All invoices will be paid in arrears within 30 days from the date of receipt.

Modifications or Withdrawals. Proposer's authorized representative may withdraw proposal only by written request received by the Purchasing Department before the proposal submittal deadline. Proposer may not amend proposal after the closing date and time, unless as a result of negotiations commenced by the District.

Proposal Content. Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information in his submittal. The proposal should be presented in a format that corresponds to, the sections outlined in the Scope of Work & Pricing.

Proposal Copies, Quality and Submittal.

- a) **Copies:** One original proposal and three (3) copies must be submitted on or before **Friday, March 6, 2015 by 1:00 p.m.** local time. Proposer must submit one (1) original proposal marked "**Master**" and three (3) identical copies. Include in submittal, one PDF version digital copy of entire proposal through a CD, DVD or USB device.
- b) **Delivery:** Sealed envelopes containing the original and the copies should be marked "**Network Router and Switch Upgrade, E-Rate YR 18 (2015)**" and mailed to the Purchasing Department, Attention: Anna G Hamilton, 115 W Allen Avenue, San Dimas, CA 91773.
- c) **Quality of Proposal:** Unnecessarily elaborate or glossy proposals are neither expected nor desired. Emphasis should be placed on conformity to the instructions, requirements of this RFP, and completeness and clarity of content.
- d) **Signature:** Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work.
- e) Submission of proposals by facsimile or e-mail is not acceptable. The Proposer is entirely responsible for the means of delivering the proposal to the appropriate office on time. The proposal must be completed and delivered in sufficient time to avoid disqualification. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Proprietary Information. If a proposer does not desire certain proprietary information in their response disclosed, the Proposer is required to identify all proprietary information in the response and label part(s) "CONFIDENTIAL". If the Proposer fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

Protests. A Proposer may protest the award of this RFP if he believes that award was inconsistent with the RFP's specifications; requested information or was not in compliance with the law.

- a. **Filing of Protest:** A protest must be filed, in writing, with the Superintendent or designee within five (5) business days after receipt of notification of the contract award. The Proposer shall submit all documents supporting or justifying the protest. A Proposer's failure to timely file a protest shall constitute a waiver of his rights to protest the award of the contract.
- b. **Rendering a Decision:** The Superintendent or designee shall review the documents submitted with the Proposer's claim and render a decision, in writing, within thirty (30) business days of receipt of protest. The Superintendent or designee also may convene a meeting with the Proposer in order to attempt to resolve the problem.
- c. **Appeal:** The Proposer may appeal the Superintendents or designee's decision to the Board of Trustees. The Superintendent or designee shall provide reasonable notice to the Proposer of the time for Board's consideration of the contract award. The Board's decision shall be final.

Questions. Questions, explanation or interpretation of the solicitation must be submitted in writing no later than, Monday, March 2, 2015 at 2:00 p.m. in order allow sufficient time for a reply to reach each prospective Proposer before the proposal submission date. Any information given a prospective Proposer will be furnished promptly as an amendment to the solicitation if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective proposers. Inquiries regarding this solicitation should be directed to:

Anna G Hamilton
Purchasing Director
115 W Allen Avenue
San Dimas, CA 91773
(909) 971-8320 Ext. 5250
erate@bonita.k12.ca.us (preferable)

Reseller Authorization. Proposer must possess and submit certification and/or “reseller authorization” from the hardware/software manufacturer(s); for the applied section(s). (E.g. Cisco/ Hewlett Packard/ Microsoft etc.).

Equivalency Language. For convenience in designation on the plans or in the scope or work, 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".

Schools & Libraries Division (SLD) Requirements. Prospective Proposers are 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.

Service Provider Identification No. (SPIN) & FCC Green Light Status. Proposers will be required to provide a valid SPIN No. For more information on obtaining a SPIN No., refer to website below:

<http://www.usac.org/sl/providers/step01/>

Proposers are also responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential Proposer found to be in Red Light Status will be disqualified from participation in the RFP process and will be considered non-responsive. More information about FCC Red and Green Light Status is found at this website:

http://www.fcc.gov/debt_collection/welcome.html

Taxes. Current sales tax for Los Angeles County is 9%. Taxes must be included in the proposal prices.

Timeline Schedule. For your information, the following is the District's timeline:

Date	
Feb 6, 2015	RFP Released
Feb 11 & 18, 2015	Advertisement
Mar 6, 2015	Due Date
Mar 11, 2015	Board of Trustees awards/Rejects
TBD	Notice of Award (*to be determined)

TERMS AND CONDITIONS

Attorney Fees. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party will be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

Authority of the District. Subject to the power and authority of the District as provided by law in this contract, the DISTRICT will in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District will decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

Cancellation of Contract. *Without cause*, the District may cancel this contract at any time with fifteen (15) calendar day written notice. *With cause*, the District may cancel this contract at any time with fourteen (14) days written notice to the awarded Proposer. Cancellation for cause will be at the discretion of the District and shall be, but is not limited to, failure to supply the services specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District.

Contract Incorporation. The contract embodies the entire contract between the District and the awarded Proposer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittals, supplemental agreements, and any and all written agreements which alter, amend or extend the contract.

Drug-Free Workplace Act. The District and all District projects are "tobacco" and "drug free" workplaces and, as such, require that all persons on District Property be subject to the requirements mandated by California Government Code section 8350, et seq. when on Project site.

Equal Opportunity Employment. Proposer represents that it is an equal opportunity employer and it shall not discriminate against subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Proposer shall also comply with all relevant provisions of the Minority Business Enterprise Program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

Force Majeure. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the awarded Proposer; the awarded Proposer must notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy; acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

Non-Appropriation of Funds. Any contract resulting from this RFP is subject to appropriation of fund for each fiscal year of services listed herein. The district fully reserves the right to cancel Agreement due to non-availability or non-appropriation of sufficient funds. The District shall notify the awarded Proposer of its intention to terminate by forwarding a written notice of termination. The District shall take all reasonable actions and make all reasonable efforts to obtain appropriation of funds.

Non-Collusion Declaration. Proposers are required to submit a Non-Collusion Declaration with their proposals.

Proposal Fee. The District at any time may require the Proposer to further itemize and detail components of any or all proposal fees. All items presented by the successful Proposer in his/her proposal shall be subject to negotiations between the District and the Proposer.

Severability. If any provision (or portion of any provision) of this contract is held invalid, illegal or unenforceable, it shall be severed from the contract and the remaining provisions shall be valid and enforceable.

Sell or Assign. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

Subcontractors Information. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

Terms of the Offer. The District reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded proposal, and all modifications and clarifications that are submitted at the request of the District during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded proposal, and the awarded proposal itself. Specific exceptions to this general rule may be noted in the final executed contract.

Contract Terms. Contract will be from July 1, 2015 thru September 30, 2016. With two (2) optional 1-year extensions.

OFFICIAL PROPOSAL FORM

Network Routers and Switch Upgrade, E-Rate YR18 (15)

To: Bonita Unified School District

From: _____
Name of Proposer

The undersigned, as Proposer, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully studied the proposed scope of work and he proposes and agrees if this Proposal is accepted that he will supply the District with said products in the manner therein prescribed in the RFP document.

Proposer acknowledges receipt of Addenda Number(s) __, __, __, and __.

It is understood that the DISTRICT reserves the right to reject this Proposal and that this Proposal shall remain open and not be withdrawn for the period of ninety (90) days.

The undersigned declares that the RFP Documents, without limitation, have been read and agrees to furnish and deliver service, at the total price stated in accordance with specifications of the Contract Documents. Any price increases are dependent upon prior approval by the District.

RFP for **Network Routers and Switch Upgrade, E-Rate YR 18 (2015)** in its entirety, all Addenda, and the documents submitted as per list on page 5 of the RFP are hereby made a part of the contract.

Pricing detail by section is presented in the attached Scope of Work & Pricing hereto attached. DISTRICT is not responsible for Proposer's miscalculations.

The required list of proposed subcontractors (if applicable) is attached hereto, and the undersigned represents and warrants that such list is complete and in compliance with the Subletting and Subcontracting Fair Practices Act.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, emailed, or delivered to the Proposer after award of RFP, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the Proposer will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates of Insurance and any other specified document.

Communications conveying acceptance of Proposal, requests for additional information or other correspondence should be addressed to the Proposer named below:

Name

Title

Address

The undersigned hereby warrants that the Proposer has a current business license to be able to conduct business in the State of California.

The DISTRICT fully reserves the right to cancel the contract at any time and/or limit quantities, number of sites due to non-availability or non-appropriation of funds.

NOTE: If Proposer 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 documents shall bear the corporate seal; if Proposer is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contract on behalf of the partnership; and if Proposer is an individual, his signature shall be placed above.

Company Name

Mailing Address (PO Box or street)

State and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number Facsimile Number

SCOPE OF WORK & PRICING

Network Router & Switch Upgrade – E-Rate YR 18 (2015)

Network Switches and Routers

The District is seeking to purchase a combination enterprise grade routers and network switches for use within its schools. Technical and non-technical requirements along with a sample network design have been provided below to serve as required features of proposed equipment. Proposed solutions will include equipment not professional services such as installation.

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and installation. E-rate eligibility must be clearly identified for each item. Applicable state discount contracts such as CMAS or WSCA should be clearly identified on the proposal submitted.

The District reserves the right to purchase all, none or a combination of products listed on proposal. Quantities listed below are estimates and actual purchase may change. The District reserves the right to choose one or more Vendors to provide the services listed in the RFP. The District further reserves the right to accept Vendor proposals in whole or in part, therefore having the flexibility to select equipment and services that best meet the needs of the District. Vendors may respond to all or part of the RFP. Responses should separate out each part.

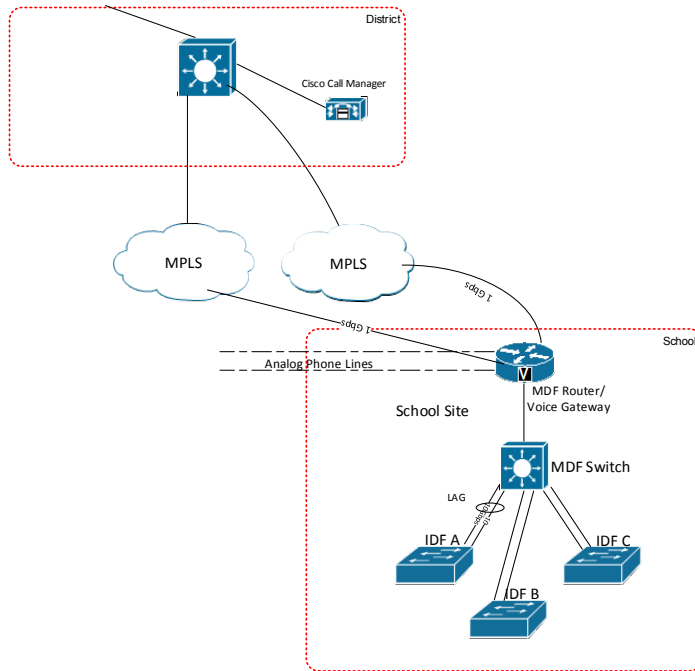
Below are the requirements and scope of the equipment.

Line	Device Type / Location	Preferred Model or Equivalent	Required Technical & Non technical Features	Notes	Approximate Quantity To be purchased
1	Router / MDF	Cisco 3945	<p>Technical Requirements</p> <ul style="list-style-type: none"> • Gigabit Ethernet • Interoperability with Cisco Call Manager and analog phone lines <ul style="list-style-type: none"> • Cisco SRST • OSPF & EIGRP computability • QoS • 802.1Q • Netflow(Solarwinds capable) • Cisco GBIC compatible <p>Non Technical Requirements</p> <ul style="list-style-type: none"> • New(not refurbished) • NBD Warranty(through manufacturer) • End-Of-Life of model should be after December 2018 	<ul style="list-style-type: none"> • Include 4 GBIC capable of operating at 10GB 	<ul style="list-style-type: none"> • 13
2	Core Switch / MDF	HP Procurve 5412 r2	<p>Technical Requirements</p> <ul style="list-style-type: none"> • Layer 2/Layer 3 capabilities • IPv4 and IPv6 capable • Modular • QoS • 802.1Q • 802.1af / POE+ capable • Fault tolerant management modules • Fault tolerant power supplies • 10Gig multimode fiber uplink (SFP) • VRRP Capable • OSPF Capable • Central & Remote Management • Netflow(Solarwinds 2capable) • Compatibility with HP 5400R switches • HP Procurve GBIC compatible <p>Non Technical Requirements</p> <ul style="list-style-type: none"> • New(not refurbished) • NBD Lifetime Warranty(through manufacturer) • End-Of-Life of model should be after December 2018 	<ul style="list-style-type: none"> • Include 300 GBIC capable of operating at 10GB 	<ul style="list-style-type: none"> • 13

3	Distribution- Access Switch / IDF	HP Procurve 5406r2	<p>Technical Requirements</p> <ul style="list-style-type: none"> • 802.1af / POE+ capable • Fault tolerant power supplies • 10Gig multimode fiber uplink • 1Gb to desktop • QoS • IPv4 and IPv6 capable • Layer 2 • Central & Remote Management • Netflow(Solarwinds) capable • Interoperability with Cisco Phones and VLANs • HP Procurve GBIC compatible <p>Non Technical Requirements</p> <ul style="list-style-type: none"> • New(not refurbished) • NBD Lifetime Warranty(through manufacturer • End-Of-Life of model should be after December 2018 	<ul style="list-style-type: none"> • Include 300 GBIC capable of operating at 10GB 	150
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Please include an install cost per device based on the following Network parameter:

- 13 Schools
 - o (1) MDF room per school
 - o (2-20) IDF half height cabinets per school
 - o Multimode fiber between IDF cabinets
 - o (1) Central Router per school
 - 2 fiber uplinks per router
 - Cisco VOIP SRST on each router
 - o (1-2) core switches per school
 - Connected to other switches via 10 Gb multimode cable
 - o (1) Distribution/Access switch per cabinet
 - Uplinked to Core on (2) 10Gb multimode fiber
 - 24-144 devices connected to each switch
 - Gigabit to end devices
 - End Devices Include
 - A+C Wifi AP
 - Cisco Phones (G & non G standard)
 - Computers



GRAND TOTAL BID AMOUNT FOR ALL ITEMS (itemize each)

Parts	\$ _____
Installation	\$ _____
Recurrent/ Charges (after Year1)	\$ _____
Warranty/Support	\$ _____
Tax	\$ _____
Shipping	\$ _____
Total	\$ _____

1. Write in the totals above.
2. Attach an itemized, detailed quotation for all items with Erate eligibility clearly identified.
3. Installation price must be designated per device type and location.
4. Label the quotation: Network Router & Switch Upgrade – E-Rate Yr 18 (2015)

NON-COLLUSION DECLARATION

Network Router and Switch Upgrade, E-Rate YR 18 (2015)

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:_____

ERATE SUPPLEMENTAL TERMS & CONDITIONS
Network Router and Switch Upgrade – E-Rate YR 18 (2015)

Signed copy to be returned with proposal

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
7. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2015.
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 will provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. 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: _____

SAMPLE AGREEMENT

Network Router and Switch Upgrade – E-rate YR 18 (2015)

THIS AGREEMENT made this ____ day of _____ 2015, in the County of Los Angeles, State of California, by and between the Bonita Unified School District, here in after called DISTRICT, and _____, hereinafter called VENDOR.

WITNESSETH that the District and the VENDOR for the considerations stated herein agree as follows:

ARTICLE 1 – SCOPE OF WORK. The VENDOR shall perform within the time stipulated the contract as herein defined, and shall provide all product, shipping, and delivery to complete in a workmanlike manner all of the work required in connection with the following titled project:

Network Router and Switch Upgrade – E-rate YR 18 (2015)

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 – CONTRACT PRICE. The District shall pay to the VENDOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum as stated on the itemized bid form.

The expenditure through this bid will be approximately: \$_____

ARTICLE 3 – COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Addenda
- Agreement
- Bid Form
- E-Rate Certification
- E-Rate Supplemental Terms and Conditions
- Instruction to Proposer
- Non-Collusion Declaration
- Notice of Request for Proposals
- Terms & Conditions

All of the above-named contract documents are intended to be complementary. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties on the day and year first written above.

VENDOR NAME: _____

BONITA UNIFIED SCHOOL DISTRICT

Business License No. _____

By: _____

By: _____

Name: Ann Sparks

Name: _____

Title: Assistant Supt Business Services

Contract Year 1

7/1/2015 – 6/30/2016

Board Approval Date:

