

Hacienda La Puente Unified School District



Request for Proposal

2015-16.13

Internal Connection Network Equipment and Services

Issue Date: February 12, 2016

Proposal Submittal Date/Time: 10a.m. on March 14, 2016

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

**Request for Proposal Number RFP # 2015-16.13
Internal Connection Network Equipment and Services**

I. INTRODUCTION

A. NOTICE OF REQUEST FOR PROPOSALS (RFP):

Hacienda La Puente Unified School District Purchasing Department, hereafter referred to as the "District", is seeking and will receive sealed Proposals from interested and qualified vendors, hereafter referred to as "Proposer(s)" to provide Internal Connection Network Equipment and Services.

Proposal Deadline: 10:00a.m on March 14, 2016.

Place of RFP Receipt:
Hacienda La Puente Unified School District
Purchasing Department
Attn: Vickie Cabos
15959 E. Gale Ave.
City of Industry, CA 91716

Proposals will be publicly opened at the District Office, Immediately following the bid deadline:
Hacienda La Puente Unified School District
Purchasing Department
Attn: Vickie Cabos
15959 E. Gale Ave.
City of Industry, CA 91716

Any proposals received after the time specified above or after any extensions due to material changes shall be returned unopened.

Proposal forms and documents will be available electronically at:
<http://www.hlpschools.org/ncs>

Project Identification Name: **Internal Connection Network Equipment and Services**

The award will comply with the Public Contract Code 20118.2 which allows the District to select the most qualified Proposer(s) whose proposal meets the evaluation standards determined by

the District and will be the most advantageous to the District with price and all other factors considered, or to reject all responses to the Request for Proposals, whichever is in the best interest of the District. The District further reserves the right to award specific items or services on an individual per line item basis to one or more of the Proposers, whichever is in the best interest of the District. The successful Proposer will be notified in the event of an award. All Proposers shall be assessed based on the evaluation factors described herein and the specific needs of the District and the District will follow the competitive negotiation process described in Public Contract Code section 20118.2.

PLEASE NOTE that the Project is funded in part by the Schools and Libraries Division (SLD) of the Federal Communications Commission (FCC) as part of "E-Rate" Universal Service Fund (USF). Therefore, all Proposers must be knowledgeable of, and comply with, all E-Rate requirements including those applicable to proposals and work provided by service providers including any and all reporting requirements and compliance with all applicable federal laws. Proposers must provide a permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number with its proposal.

As set forth below, the District is seeking Internal Connection Network Equipment and Services which shall be funded in part by the E-Rate Program. Proposers may submit proposals for some, or all, of the services set forth herein.

Miscellaneous Information

Proposals shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

Proposer shall submit all information required in this RFP, including all Proposal Forms attached below.

Each proposal must strictly conform with and be responsive to the contract documents which shall include this RFP.

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

Each Proposer shall submit with its proposal, on the form furnished with the contract documents, a list of the designated subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq.

In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the contract. At the request and expense of the Proposer, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Proposer. Upon satisfactory completion of the contract, the securities shall be returned to the Proposer.

Each Proposer's proposal must be accompanied by one of the following forms of Proposer's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a Proposer's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT in the form set forth below. Such Proposer's security must be in an amount not less than ten percent (10%) of the maximum amount of proposal as a guarantee that the Proposer will enter into the proposed contract, if the same is awarded to such Proposer. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.

Where applicable, Proposers must meet the requirements set forth in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Proposers may contact the District for details regarding the District's DVBE participation goals and requirements.

Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made on the form set forth in the contract documents and included with the proposal.

No telephone or facsimile machine will be available to Proposers on the District premises at any time.

It is each Proposer'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 Proposer unopened.

Date: _____

Clerk of the Governing Board
Hacienda La Puente Unified School District

Proposal Opening: _____

Hacienda La Puente Unified School District
Purchasing Department
15959 E. Gale Ave.
City of Industry, CA 91716

Board Approval of Project Contract

B. GENERAL INFORMATION PROVIDED BY PROPOSER

Each Proposal should include the following items. These items shall include and incorporate statements and evidence showing that the Proposer can and will comply with all requirements set forth throughout this RFP. These items shall be used, at the District's discretion, to assess the Proposers during the Evaluation Process pursuant to Public Contract Code section 20118.2.

- 1) Cover Letter** - Include a cover letter with a brief description of the Proposer's structure and statement of interest.
- 2) Description Of Proposer's Company** – Include a description of qualifications for your company providing the requested services. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The Proposer shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- 3) Proposers Personnel and Staffing Resources** – Submit resume(s) or profiles of the individuals who will be assigned to provide the requested services, including their qualifications and recent related experience providing similar services. Proposer must submit an operations organizational chart and highlight the key personnel who will be assigned to the District. The Proposer should state the size of staff, the location from which these services would be performed, and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the company and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses. Each Proposer shall include information and documents that evidence all licenses and certifications held by the Proposer.

Each Proposer, as part of their Proposals submission shall outline the structure of the management organization to be assigned to the District contract. The outline shall also include resumes, duties, shift times, hours per week, education, work experience for the last five (5) years, licensing, special courses required for the position and areas of control. All listed positions are to be identified on an organizational chart and submitted to the District.

- 4) Capacity and Methodology** – Describe how the Proposer will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of your company to undertake and accomplish the required scope of services while meeting all deadlines.

- 5) **Experience and References** – Description of past performances of similar service and related experience. The Proposer is required to submit a list of other school districts or county offices of education for which services have been performed in the last five (5) years. Please identify districts that are of the approximate size of the District. The list shall include the number of students, date services were performed, client name, client contact name and phone number.
- 6) **Customer Service Commitment** – Describe your ongoing commitment to providing outstanding customer service. Include letters of reference or testimonials.
- 7) **Fiscal Stability** – Provide documentation showing Proposer’s financial status which may include the most recent audited financial statement.
- 8) **List All Active License No.(s).**
- 9) **Submit completed and signed Proposal Forms attached to this RFP.**
- 10) **Insurance.** Provide any and all applicable certificates showing the type and amount of insurance Proposer holds and will maintain throughout the course of the Project. Proposer shall also provide: 1) the name of insurance carrier, 2) number of years with carrier, 3) claims made on the policy of insurance, 4) a detailed explanation of the nature and type of claim, 5) whether the claim has been resolved and 6) the terms of the resolution.
- 11) **Additional Information** - Proposers are encouraged to provide additional information or description of resources it feels are pertinent to the RFP and as necessary to meet the requirements of this RFP.
- 12) **Pricing** – Proposers must provide the costs and prices for all services required by this RFP and a total cost for all services as set forth in Proposal Form A, below. All prices and the total proposal price, shall be valid upon submission of a proposal and shall be honored throughout the term of the Project Contract.

C. TERM OF CONTRACT

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV-Scope of Work. The Contract period for Internal Connections will be for 15 months, with the ability to extend for one (1) year term for implementation. All Proposers must consider the timeframe between submission of proposal and the projected Project start date when submitting a proposal for the Projects. All Proposers shall be required to honor their proposals from the date of submission up through the Notice to Proceed and throughout the Project. Thus, all proposals must consider the schedule and projected start date of the Project when preparing and submitting proposal prices. Further, the proposal

bond provided by the Proposer must remain in full force and effect regardless of the timeframe between submission of the proposal and the District's issuance of a Notice of Proceed for the Project.

Selected Proposers must be able to participate in the FCC E-Rate Program and are responsible for complying with all rules and regulations of this program.

Proposers are advised, E-Rate funding is a condition precedent to the effectiveness of any agreement formed pursuant to this RFP. If for some reason USAC – SLD does not approve funds for E-Rate Funding Year 2016, all Proposals and agreements will be null and void, and the District may reject all Proposals, unless agreed upon by both parties in a written addendum.

Additional Information:

This RFP, supplemental information, and answers to questions (Q&A) can be found on the District's Purchasing web site at: <http://www.hlp schools.org/ncs>

D. MINIMUM PROPOSER REQUIREMENTS

Because the service(s) specified in the RFP are being submitted to the Schools and Libraries Division (SLD) of the FCC as part of "E-Rate" Universal Service Fund (USF) discount eligibility, all posting and response procedures must satisfy SLD E-Rate submission requirements, California state requirements and District requirements. All Proposers submitting proposals must be knowledgeable of all requirements to obtain and maintain E-Rate funding eligibility. These requirements include, but are not limited to, the requirements set forth below. Proposers' Proposals must include documentation establishing that it meets all of these requirements as well as the conditions set forth in this RFP:

Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement. The District reserves the right, at its sole discretion, to determine if any work or service provided by the Proposer constitutes unsatisfactory performance.

Have the ability to maintain adequate files and records and meet any and all statistical reporting requirement and provide any information necessary to meet all applicable FCC requirements, including any possible audits throughout the course of the Project.

Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

Have at least three (3) years experience providing this type of service.

In addition to the past experience reference requirements set forth in Section B(5) above, provide references of a minimum of three (3) other customers, one (1) of which should be a School District, involving the Proposer's delivery of services that demonstrate the ability of

the Proposer to provide the same or similar services as outlined in this RFP. All references must have names, titles and phone numbers. All reference accounts must be installed and operable for at least 12 months.

Meet other presentation and participation requirements listed in this RFP. Proposer must confirm that it has the ability to provide any and all material and services required by this RFP and necessary to complete the Project.

The Proposals must NOT require the purchase or acquisition of additional hardware, software or service outside the scope of the Proposals or by any third-party provider.

The pre-discount cost and description of all services and related components, where available, should be clearly identified on the response in addition to the total pre-discount service cost. A complete description of the service, as required by the SLD, must be attached to, or submitted with, these costs.

The response must also clearly state the permanent SLD Service Provider Identification Number (SPIN) and FCC Registration Number for the provider of proposed services. A SPIN is a unique nine-digit number assigned to your company by USAC. You may want more than one SPIN to participate in Schools and Libraries Program.

The proposed contract must clearly specify the terms of annual renewal not to exceed five (5) years, depending on the initial term awarded.

Proposer must include a contract (preferably signed) with the terms of their Proposals delineated in the body of the document. Include multiple agreements, if needed to accommodate pricing options for an initial term.

Proposer is required to acknowledge all terms of the RFP. If Proposer is unable to comply with any specific item in this RFP, a list of detailed exceptions must be provided with the submission of the proposal. If exceptions are not indicated, then submission of the Proposals shall certify that the Proposer is able to, and will, fully comply with requirements of the RFP. Proposer must include any addenda at the time of submission of the Proposals. All addenda then shall become a part of the contract documents. All addenda shall be acknowledged in the Proposals.

The successful Proposer shall provide and install all equipment, materials, and/or services enumerated. Any equipment or services required to provide a complete and operational system will be provided by Proposer, regardless if the equipment or service has been specifically itemized in the proposal response. Proposer must list and indicate the use of any proposed sub-Contractors and the scope of work for which they will be responsible. All sub-Contractors identified by the Proposer must certify that they are able and authorized to provide all services necessary to comply with all applicable E-rate regulations, including reporting requirements. The District must approve all sub-Contractors in writing prior to the commencement of work.

Proposer must be familiar with, and demonstrate the ability to comply with, all regulation and requirements for the SLD E-Rate program. Proposer shall be solely responsible for ensuring its work on the Project complies with all applicable state and federal regulations applicable to the E-Rate program. Proposer must be familiar with all applicable federal E-rate policies, and is required to abide by the requirements for Service Providers under the E-rate program as set forth by the E-rate program administrators. These requirements include, but are not limited to; filing of all forms, extension of appropriate discounts to the participating eligible entities, careful record keeping for auditing purposes, and the submission of any information participating eligible entities must submit as part of their filing requirements.

Proposer shall possess at the time the contract is awarded any and all license required to perform the work discussed herein. Based on the anticipated scope of work for the Project, Proposers must possess a valid contractor license. Proposers must be properly licensed pursuant to the California Business and Professions Code, and be licensed to perform the work called for in this RFP. The Proposer must possess a valid and active license and must be properly licensed at the time of award and throughout the duration of this Project. If the District, in its sole discretion, determines the Proposer does not have the proper license(s) to perform the work, the District may deem the Proposer's response to this RFP as non-responsive.

The District shall not be held responsible for ensuring the Proposer receives E-Rate funding and will not issue any additional payment if the Service Provider Proposer fails to receive E-Rate funding.

E. PROPOSAL SUBMISSION

To Submit a response to this request please deliver one (1) original clearly marked "Original", (1) hard copy clearly marked "Copy" and one (1) electronic copy on CD-Rom or USB Storage Device. Sealed responses to this RFP must be submitted and delivered via USPS or other delivery service to Hacienda La Puente **USD no later than 10a.m. on March 14, 2016** at the address below (the "Proposal Deadline"). The District will only accept and consider proposals received by the Proposal Deadline. Proposers are solely responsible for ensuring the proposal arrives before the Proposal Deadline. The District is not responsible for any issues related to the delivery of proposals through mail or other delivery service. All Proposers must take whatever steps are necessary to ensure delivery and receipt of its proposal by the Proposal Deadline. No special considerations shall be granted for proposals that were timely mailed but not received by the Proposal Deadline.

For the purposes of this proposal, the time specified will be as defined by the official time clock located at the address listed below. **Late or incomplete Proposals will not be accepted.**

Hacienda La Puente Unified School District
Purchasing Department
Attn: Vickie Cabos
15959 E. Gale Ave.
City of Industry, CA 91716
RFP #2015-16.13 (E-Rate 2016)

The outside of the sealed envelope must be clearly marked with the vendor's name, SPIN and RFP number. It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. The District shall not be responsible, nor shall it give consideration, to any delays in mailing or shipping services. Hacienda La Puente Unified School District reserves the right to reject late Proposals.

Only complete, written Proposals will be considered. Content modifications to Proposals shall not be allowed. The completed Proposal shall be without erasures or alterations. Hacienda La Puente Unified School District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or for negotiations associated with award of contract.

All Proposals shall be firm offers subject to acceptance by Hacienda La Puente Unified School District and may not be withdrawn for a period of 180 calendar days following the last day to submit Proposals. Proposals may not be amended once submitted to Hacienda La Puente Unified School District, except as permitted by Hacienda La Puente Unified School District. All prices and offers presented in the Proposal must be honored throughout the proposal process and throughout the course of the Project contract.

Hacienda La Puente Unified School District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the proposal process. The District will identify the most advantageous Proposer, based on the requirements set forth in this RFP and the District's needs, to be determined at the sole discretion of the District, including quality of the Proposals, the Proposer's reputation, prior experience and the price. The District will award the contracts where in the judgment of the District, such award is in the best interest of the District pursuant to the Public Contract Code section 20118.2.

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal. In the event of inconsistency between words and figures in the proposal price, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent, or ambiguous, the District may reject such proposal as not being responsive to the Notice Inviting Proposals.

Each Proposer shall visit the site of the proposed work and become fully acquainted with the conditions relating to the work so that the facilities, difficulties, and restrictions

attending the execution of the work under the contract are fully understood. The failure or omission of any Proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any Proposer from obligations with respect to the proposal or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Proposers shall not, at any time after submission of the proposal, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

F. QUESTIONS, POSSIBLE ADDENDUMS AND WITHDRAWAL OF PROPOSALS:

Once this RFP has been issued, the individuals identified below are the sole contact points for any inquiries or information relating to this RFP and will coordinate answers with the District Staff, if needed. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented via e-mail to the following contact:

Points of Contact:

Thomas Tan
Hacienda La Puente Unified School District
ttan@hlpusd.k12.ca.us

All Proposers interested in making a Proposal are directed not to make personal contact with members of the District's Governing Board or any District personnel beyond the individuals listed herein. Any contact will constitute grounds for disqualification of consideration.

Questions related to this RFP process or the RFP documents must be submitted in writing, via E-mail, attention Thomas Tan at ttan@hlpusd.k12.ca.us **no later than 10:00 am on February 25, 2016**. The District shall not be required to answer any questions after the specified deadline or any questions not submitted in a manner other than instructed herein.

Hacienda La Puente USD will respond in writing to all questions and will post the answers on our webpage at <http://www.hlpschools.org/ncs>

Answers will be provided as a numbered addendum. Ex: RFP #2015-16.13_Addendum #1.

If it becomes necessary for Hacienda La Puente USD to revise any part of this RFP, or provide clarification or additional information after the documents are released, an addendum will be posted on the District's webpage, as indicated above.

All addendums issued shall become part of the RFP. It shall be the responsibility of the potential contractors to inquire of Hacienda La Puente USD as to any addenda issued. This may be done by contacting the Purchasing Department prior to the RFP-submittal deadline or checking the Hacienda La Puente USD website. All addenda and changes shall be made in writing by the District. No oral statements by any District employee shall constitute a

change or addenda to this RFP, the Project documents, or any project requirement. The RFP shall also include all Forms attached hereto and the Proposer is required to provide all information requested by the Forms.

Withdrawal of Proposal: Any Proposer may withdraw a Proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of Proposals.

G. GENERAL CONDITIONS

1. **Forms/ Documents to be Submitted with Proposal.** Proposer shall complete and submit the original copies of the following forms/ documents with its Proposal:

- a. Proposal Form A- RFP Proposal Amount
- b. Proposal Form B- Certification
- c. Proposal Form C-Noncollusion Declaration
- d. Proposal Form D- Certificate of Workers' Compensation Insurance
- e. Proposal Form E- Subcontractors List

2. **Addenda.** Any addenda or bulletins issued during the time of RFP issuance, or forming a part of the documents furnished for the preparation of RFP, shall be covered in the RFP and shall be made a part of the contract. Failure to acknowledge receipt of all addenda on the Proposals response page or to include all addenda with the RFP Proposals documents may be sufficient cause for rejecting the submitted Proposals.

3. **Award or Rejection of Response to Request for Proposals.** The contract will be awarded at District's sole discretion. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the proposal process. The District reserve the right to award a contract for any portion of services as it sees fit. Thus, Proposers may submit separate proposals for one or more of the services described below. Award is contingent upon timely compliance with all RFP conditions and specifications, and negotiations. Pursuant to Section 20118.2 of the Public Contract Code, the District reserves the right to award a Contract to the qualified Proposers whose Proposals meets the evaluation standards and will be most advantageous to the District with price and all other factors considered, or to reject all Response to Request for Proposals, whichever is in the best interest of the District. The District further reserves the right to award parts of the services or materials sought by the RFP, as authorized by the E-Rate funding regulations and requirements, at the sole discretion of the District. By submitting a Proposal, the Proposer certifies that it is willing and able to provide any and all services described herein even if only a portion of the services and materials are required by the District. The successful Responder(s) will be notified in the event of an award.

4. **Conflict of Interest.** By its signature hereunder, Proposer certifies that no District employee whose position in the District's service enable him/her to influence any award of your offer or any competing offer and no District employee, spouse or economic dependent of such employee, shall have any direct financial interest in any transaction resulting from

this Request for Proposals. If such conflict exists, the Proposer will notify the District in writing prior to, or with the submission of, its Proposals.

5. **If Proposer Protest.** Any Proposer who submitted a Proposal to the District may file a protest provided that each and all of the following are complied with:

- 5.1 The protest is in writing;
- 5.2 The protest is filed and received by the District's **Director of Purchasing** not more than three (3) calendar days following the date of the District's selection of the apparent lowest responsible Proposer;
- 5.3 The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District's Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the Proposer submitting the protest concurring with or denying the protest. The District's written decision shall be final and not subject to reconsideration or appeal. No Proposer shall seek judicial relief, in any form, relative to the District's intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the Proposer. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the Proposals process, the District's intent to award the Contract, or the District's determination to reject all Proposals. By submitting a Proposal, the Proposer accepts the District's RFP and evaluation process as fair, open and competitive and compliant with all applicable regulations.

6. **Indemnification**

Proposer shall be solely responsible for ensuring all information submitted to the District or any federal agency, including but not limited to all statements regarding the amount of work complete and quantities of equipment installed on the Project, is accurate and shall indemnify and hold the District harmless from any claim, damage, or loss arising from the information provided by the Proposer, including any action, claim or audit initiated by the Universal Service Administrative Company or the Federal Communications Commission.

7. **[Reserved]**.

8. **Insurance.** See Insurance Requirements Form.

9. Anti-Discrimination.

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work by such Proposer.

10. Wage Rates, Travel and Subsistence.

Pursuant to Labor Code Sections 1720 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Proposer shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Proposer's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Proposer to whom the contract is awarded, and upon any subcontractor under such Proposer, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

11. Warranty. The Proposer shall warrant to the District that all services provided will be free from defects not inherent in the quality required or permitted, and that the Work will

conform with the requirements of the Contract Documents which will include this RFP. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any contract pursuant to this contract shall include a warranty setting forth the specific requirements. However, all Proposers shall confirm that they can and will warrant all work provided to the District with the following representations:

In addition to any other warranties provided elsewhere, Proposer shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective within a three (3) year period from date of completion without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Proposer shall notify District upon completion of repairs.

In the event of failure of Proposer to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Proposer who hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective Work requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the Proposer notice. If the Proposer cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Proposer. Such action by the District will not relieve the Proposer of the guarantee provided in this Article or elsewhere in the Contract or this RFP.

This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Proposer shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

12. Fingerprinting. If applicable, Proposer shall comply with all provisions of Education Code Section 45125.1 prior to entering into a contract with the District. Pursuant to Education Code section 45125.1, Proposer shall conduct criminal background checks of all employees of Proposer assigned to work on a District site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, Proposer must provide the District with a list of all employees providing services pursuant to the contract and this RFP with the District, and designate which sites such employees will be assigned. In performing the services set forth in this RFP, Proposer shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Proposer's employees will have only "limited contact" with pupils.

II. PROPOSALS CONDITIONS

A. Contingencies

This Request for Proposals (RFP) does not commit District to award a contract. District reserves the right to accept or reject any or all Proposals if District determines it is in the best interest of District to do so. District will notify all Proposers in writing, if District rejects all Proposals. District also reserves the right to terminate this RFP process at any time.

The District reserves the right to limit the scope of work, including scaling back the scope, removing sites and associated services/equipment, service substitutions and will not incur termination liability, as a result.

If the E-Rate funding request is denied by USAC/SLD, the Contract, with respect to such services, shall terminate immediately unless the District provides written notice to the Proposer instructing it to continue with the work.

If a Bidder is awarded a contract that does not require any labor, the Bidder will not be required to provide the bonds set forth below and will not be required to comply with the DIR Regulations.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance after the Proposals opening and up to the end of the agreement period. District reserves the right to reject any or all Proposals.

C. Best Value Evaluation Process

Pursuant to Public Contract Code section 20118.2, the District will review all proposals based on the factors described herein and the District's needs to select the proposal(s) which, at the District's sole discretion, offer the District the most advantageous options (the "Evaluation Process"). Cost is an important factor in the evaluation process, but District is not obligated to accept the lowest cost proposal. At District's discretion, the District may consider the following criteria in the Evaluation Process:

- 1) Cost of E-Rate eligible Services [Max. of 35pts.]
- 2) Demonstration of creative and cost-effective design that meets the needs of the District, the Project, and the requirements of all applicable state and federal regulations. Demonstrated evidence that the Proposer has the financial capability to execute the work required for the successful completion of the Project. Detailed design and implementation plan [Max. of 30pts.]

- 3) Evidence that the Proposer's team has the experience and ability to provide the necessary services to complete the Project. Successful experience with school construction projects and specifically projects utilizing E-Rate funding. [Max. of 10pts.]
- 4) Points will be assigned to projects that favor our project goals the best with limited exceptions. [Max. of 10pts.]
- 5) Customer Service and Support teams are very important to the success of the project and work relationship with the service provider. Proposer should have local resources and employees that allow for quick response to district needs during and after the implementation. [Max. of 15pts.]

III. SCOPE OF WORK

Proposer shall provide the following services. Proposers must confirm the ability to provide the following services with the following specifications and requirements and provide a description of how it will meet these requirements. The final proposal price must include any and all applicable charges to the District. If a Bidder is awarded a contract that does not require any labor, the Bidder will not be required to provide the bonds set forth in this bid and will not be required to comply with the DIR Regulations. The final bid price must include any and all applicable charges to the District, including estimated taxes and surcharges. Please provide proposal for each category below:

Multiple awards are possible since each of the following services will be evaluated separately on their own merits. Service Providers need to specifically delineate which services they are choosing to bid. Service Providers are NOT required to bid every service to be eligible to participate in this RFP.

Group A: Dell W-IAP225 802.11AC Wireless Access Point (WAP); Or Equivalent.
Quantity: 1421

- Networking W-IAP225, instant AP, 802.11ac, 3x3:3, dual radio, internal integrated antenna, US only version (210-ABEL) Or Equivalent.
- Dell Hardware Limited Warranty Initial Year (955-2248) Or Equivalent.
- Dell Hardware Limited Warranty Extended Year(s) (955-2249) Or Equivalent.
- Extended life warranty. Warranty extends until 5 years after end of product model sales (955-2253) Or Equivalent.
- Software Upgrades and Entitlements (955-2257) Or Equivalent.
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (955-2258) Or Equivalent.
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (955-2263) Or Equivalent.
- ProSupport: 7x24 HW/SW Tech Support and Assistance, 5 Year (955-2277) Or Equivalent.
- PowerConnect W-IAP Documentation Kit (331-5447) Or Equivalent.

- Networking W-AP220-MNT-W2, W-AP220 series Mounting Kit (box style), incl. 1 wall/ceiling secure mount cradle (770-BBCV) Or Equivalent.

Group B: Dell N4032F Switch; Or Equivalent.

Quantity: 36

- Dell Networking N4032F, 24x 10GbE SFP+ Fixed Ports, 1x modular bay, 2x power supplies included. (210-ABVT) Or Equivalent.
- Dell Hardware Limited Warranty Initial Year (966-6411) Or Equivalent.
- Dell Hardware Limited Warranty Extended Year (966-6413) Or Equivalent.
- Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only (966-6417) Or Equivalent.
- Software Support, NW, 90 day (966-6423) Or Equivalent.
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-6424) Or Equivalent.
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966-6432) Or Equivalent.
- ProSupport: 7x24 HW/SW Tech Support and Assistance, 5 year (966-6484)
- US Order (332-1286) Or Equivalent.
- Documentation Kit, N4000 Series Switch (340-AGNR) Or Equivalent.
- Power Cord, 125V, 15A, 10 feet, NEMA 5-15/C13 (450-AAFH), 2 per switch Or Equivalent.

Group C: Dell N2048 Switch; Or Equivalent.

Quantity: 354

- Dell Networking N2048P, L2, POE+, 48x 1 GbE + 2x 10 GbE SFP+ fixed ports, stacking, IP to PSU air, AC (210-ABNY) Or Equivalent.
- Dell Hardware Limited Warranty Initial Year (966-3149) Or Equivalent.
- Dell Hardware Limited Warranty Extended Year (966-3150) Or Equivalent.
- Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only (966-3154) Or Equivalent.
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-3157) Or Equivalent.
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (966-3161) Or Equivalent.
- ProSupport: 7X24 HW/SW Tech Support and Assistance, 5 Year (966-3186)
- US Order (332-1286) Or Equivalent.
- Dell Networking N2000/3000 Series User Guide (343-BBBQ) Or Equivalent.
- Dell Networking MPS 1000 External Power Supply (331-2439) Or Equivalent.
- Power Cord, 125V, 13A, 6 feet, C15 to NEMA 5-15P (450-ADYH) Or Equivalent.

- Dell Networking, Transceiver, SFP+, 10 GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF), 2 per switch Or Equivalent.

Group D: Dell W-7210 Wireless Network Controller; Or Equivalent.

Quantity: 5

- Networking W-7210, AC version (incl 1x350W PSU), up to 512 APs, 4x10GBase-X (SFP+), US version (210-AAPN) Or Equivalent.
- Dell Hardware Limited Warranty Initial Year (972-8875) Or Equivalent.
- Dell Hardware Limited Warranty Extended (972-8876) Or Equivalent.
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (972-8925) Or Equivalent.
- ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 4 Year Extended (972-8929) Or Equivalent.
- ProSupport: 7x24 HW/SW Tech Support and Assistance, 5 year (972-8940) Or Equivalent.
- Software Upgrades and Entitlements (972-9123) Or Equivalent.
- PowerConnect, W-AP, 128 Access Point License (421-3452) Or Equivalent.
- PowerConnect, W-AP, Wireless Intrusion Protection and RF Protect Module, 128 AP license (421-3480) Or Equivalent.
- PowerConnect, W-AP, Policy Enforcement Firewall, 128 AP license (421-3469) Or Equivalent.

Make	Model	Manufacturer No.	Qty	Unit Price	Tax	Shipping/ Handling	Equipment Subtotal	Installation Subtotal
XYZ	ABC	01010101-01	1	1.00	.10	.05	1.15	1.50

IV. RESERVATION OF RIGHTS

Upon entering into Contract(s) with the winning Bidders, the District reserves the right to expand or reduce the quantities of locations without penalty as may be required. However, Bidders must be prepared to provide all the services required herein at the quantities and locations indicated. The District requests that Bidder provides a mechanism to implement network additions or deletions. The District reserves the right to procure any item or services by other means to meet time-sensitive requirements of the Project. Bidder agrees that time is of the essence and agrees to meet all timelines as set out in this agreement or addendum(s) to this agreement. Bidder agrees that harm caused to the District by its failure to meet agreed timelines is significant and may be held in breach of its Contract with the District as well as responsible for any cost or damage incurred by the District as a result of such delay. In the event the Bidder fails to meet project installation timelines, the District may declare the Bidder in breach of the entire agreement and seek whatever legal remedies may be appropriate including payment for all associated damages and costs.

Non-appropriation of Funds - Agreement and all Addenda shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in

accordance with the laws of the state of California. If federal or state law prohibits the District from executing any Agreement that crosses its fiscal year, then the term of this Agreement or any Addendum shall be deemed to be through its fiscal year. The District retains the right to terminate this Agreement and all Addenda at the end of each fiscal year of District. District will make reasonable effort to obtain and appropriate funds each fiscal year for payment of its Contractual obligations. In the event that District does not appropriate funding for the next fiscal year for the services specified in the Addendum, then the affected Addendum shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this

Agreement are subject to the review and/or approval by the regulatory authorities of the state of California.

The District considers both the quality and availability to be critical factors influencing the selection of Bidder(s) to provide the services described in this bid. The District relies heavily upon technology in the daily instructional and operational support of its education community. Modern curriculum is designed and implemented around the use and availability of technology in the classroom and schools. Network outage can result in the irreplaceable loss of critical planned instructional time. The District requires the selected Bidder to provide and maintain the referenced Internet Access services on a 24 hour a day, seven day a week basis, including weekends and holidays. Bidders must provide a detailed explanation of the system they will use to meet the requirements of this Section, including the maintenance procedure used and process by which Bidder will immediately address any network outage or disruption. Bidder shall confirm these services will be provided to the District at no additional cost.

V. SERVICE REQUIREMENTS

The District requests that Service Provider incorporate network facilities backup and routing redundancy where possible. For example, for any fiber that Service Provider may install to any campus MDF, Service Provider should demonstrate that spare fiber strands are available for immediate use in the event of damage to the primary strands in use.

VI. INSTALLATION/PROJECT MANAGEMENT

The Service Provider shall conduct project meetings at a District location. Service Provider shall include costs for any and all expenses associated with these meetings (e.g. travel, lodging) in the cost of the proposal. The Service Provider shall conduct project meetings on an as needed basis. The frequency of these meetings will be monthly at a minimum for the duration of the project, and weekly at a minimum during weeks that include Service Provider work on District sites. The attendance will include, at a minimum, the District's IT Manager, or designee, and the Service Provider IT Manager. The District, through its IT Manager, may request the attendance of any and all members of the proposed system Service Provider staff assigned to the implementation project. The Service Provider shall schedule project meetings in advance and will distribute an agenda mutually agreed upon by District IT Manager and the Service Provider IT Manager. The Service Provider IT

Manager shall be responsible for maintaining all records of any and all official project meetings and shall include applicable information in the monthly progress reports.

Project Correspondence Requirements – All correspondence, including e-mail and facsimile transmission, from the Service Provider to District shall be logged, dated and numbered in sequence.

VII. GENERAL REQUIREMENTS

Service Provider shall ensure its services comply in every way with the requirements of local laws and ordinances, the laws of the State of California and all Federal laws and OSHA regulations including all regulations and requirements applicable to E-Rate projects.

Service Provider shall coordinate with the District or its designated assignee on the proposed placement of its equipment at each site's main equipment room. Service Provider shall obtain written approval from District IT Manager prior to beginning installation work in all District facilities. Service Provider shall obtain the District's permission before proceeding with any work necessitating cutting into or through any part of building structures such as walls, beams, floors, or ceilings. Service Provider shall be responsible for and repair all damage to District property due to carelessness of workers. Service Provider shall replace and/or repair any damage, at the Service Provider's expense, that may occur to underground facilities such as sprinkler systems, gas and water lines due to trenching. Service Provider shall be responsible for inspecting its work to determine if any damage or repair is necessary and notify the District in writing immediately upon discovery of any damage and/or the need for any repair work. District may also inspect and require Service Provider to provide repair work. However, the ultimate responsibility for such inspection and repair is assigned to the Service Provider. All inspection and repair work required to be provided by the Service Provider shall be provided at no additional cost to the District.

Service Provider shall install its equipment in accordance with manufacturer's specifications for the systems. Service Provider shall provide all screws, anchors, clamps, tie wraps, distribution rings, miscellaneous grounding and support hardware, etc., necessary to facilitate the proper installation and support of its fiber-optic distribution system and equipment on District property. Service Provider shall be responsible for installation of proper grounding required by its systems. Service Provider must provide as-built drawings in both paper (30" x 42" or sized per District approval) and digital media format (Visio format) per District approval). The drawings should show exact routes and locations of all cabling and equipment. Service Provider shall remove all excess material and debris and return to the District site to its original state of cleanliness. The Service Provider shall maintain a work area free of debris and dispose of trash on a daily basis. Service Provider will ensure that all doors on District property are locked upon exit after normal business hours. Doors shall not be propped open at any time. The District may require Service Provider personnel to wear distinctive uniforms and/or identification cards while on District property. The District may require that Service Provider conduct and report results of background checks on all Service Provider personnel working on District property.

Service Provider shall be solely responsible for ensuring compliance with all requirements and obligations set forth herein. The District may inspect the Service Provider's work on the Project and issue written demands requiring Service Provider to take actions to address any perceived failure to meet the requirements of this RFP. However, nothing stated herein shall be construed as making the District responsible for inspecting, monitoring, or overseeing Service Provider's work or conduct to ensure compliance.