



RFP No. E19003

Installation of Network Equipment for Internal Connections

**Fresno Unified School District
Purchasing Services
4498 N. Brawley
Fresno, California 93722
559-457-3588**

FRESNO UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

RFP No. E19003

**Installation of Network Equipment
for Internal Connections**

Notice is hereby given that Fresno Unified School District will receive sealed **Proposals** for **RFP No. E19003, Installation of Network Equipment for Internal Connections**. **Proposals** will be received prior to **2:00 PM** on **January 13, 2016** in the Purchasing Department. **Proposals** must be sealed, marked with the **RFP** number and title and returned to the Purchasing Department of Fresno Unified School District, 4498 N. Brawley Avenue, Fresno, CA 93722. **Proposals** received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the **proposal** will not be allowed.

A Pre Bid Conference has been scheduled for January 4th, 2016 at 11:00am at the Fresno Unified Purchasing Department offices at 4498 N. Brawley Avenue, Fresno, CA 93722

To view and download a copy of this **RFP**, go to <http://www.fresnounified.org/dept/operations/Purch> (Bid Opportunities) or a copy can be obtained from **FUSD Purchasing Department**.

Published: **December 15, 2015**
December 22, 2015

FRESNO UNIFIED SCHOOL DISTRICT

RFP #E19003

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RFP No. E19003

**Installation of Network Equipment
for Internal Connections**

Bidders Registration Form

FAX BACK THIS SHEET ONLY

Attn: Edward Van Patten
FAX: (559) 457-6040

Fresno Unified School District Bids and Proposals are available on line. If you downloaded a Bid or Proposal without receiving an invitation, you are required to fax the following information to (559) 457-6040 so that you may be added to the vendor list to receive addendums to this proposal.

If you have any questions, please email edward.vanpatten@fresnounified.org

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

RFP No. E19003

**Installation of Network Equipment
for Internal Connections**

GENERAL TERMS AND CONDITIONS

General. This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

RFP Proposals. To receive consideration, RFP's shall be made in accordance with the following instructions:

Deadline for Receipt of Bids. Bids will be received prior to **2:00 PM on January 13, 2016** after which time the bids will be opened and read aloud. Envelopes containing a bid must be sealed, prominently marked with the BID number, BID title, BID opening time/date and name of bidder, and submitted to:

**FRESNO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4498 N. BRAWLEY AVENUE
FRESNO, CALIFORNIA 93722
Attn: Edward Van Patten**

RFP's must be received no later than the time and date designated above. RFP's received later than the designated time and date will not be accepted. **Facsimile (FAX) copies of the RFP will not be accepted.**

A Pre Bid Conference has been scheduled for January 4th, 2016 at 11:00am at the Fresno Unified Purchasing Department offices at 4498 N. Brawley Avenue, Fresno, CA 93722

THE RFP – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Retain one copy for your file and return one complete set sealed in the envelope provided with the RFP. Unsigned RFP's will not be accepted.

"FAX" RFP'S – Facsimile copies of RFP's will not be accepted for formal advertised bids.

DEFINITIONS – Responsible; a bidding party possessing the skill, judgement, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

NAME AND NATURE OF BIDDER'S LEGAL ENTITY – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and

any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

WITHDRAWAL OF RFP – RFP proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFP's, but may not be withdrawn for a period of ninety (90) days after the opening of RFP's. A successful proposer shall not be relieved of the RFP submitted without the District's consent or bidder's recourse to public Contract Code Sections 5100 et. seq.

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The proposer(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

RFP NEGOTIATIONS – A response to any specific item of this RFP with terms such as "negotiable" "will negotiate" or of similar intent, will be considered as nonresponsive to the specific item.

PRICES – Prices should be typed and shown as instructed on the RFP form for each item, in the amount of quantity specified in the RFP form. Taxes shall not be included. Errors may be crossed off and corrections made prior to RFP opening only, and must be initialed in ink by the person signing the RFP or proposer's authorized representative. If during the contract period there should be a decrease in prices of the items RFP, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices RFP. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Fresno County for products listed herein.

TAXES – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

PERFORMANCE GUARANTEE – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Executive Director of Purchasing. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Executive Director of Purchasing is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

BRAND NAME AND NUMBER – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Executive Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Executive Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

SAMPLES – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, California, 93722, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Executive Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Executive Director of Purchasing, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

DISTRICT REQUIREMENTS – The quantity shown is the estimate of consumption annually for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing,

evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

ACCEPTANCE OR REJECTION OF BIDS – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

AWARDS – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

EXECUTION OF CONTRACT – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder’s acceptance of these Bid Instructions and Conditions.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48” long by 40” wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

MATERIAL SAFETY DATA SHEETS – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

DEFAULT BY CONTRACTOR – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to

comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Fresno Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the District, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

MISCELLANEOUS PROVISIONS:

A. Assignment of Contracts – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

B. Binding Effect – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

J. Permits and Licenses – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination – It is the policy of the Fresno Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Termination Without Cause – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

P. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

RFP No. E19003

Installation of Network Equipment for Internal Connections

REQUESTED SERVICES

Fresno Unified School District (District) has initiated this RFP #E19003 to purchase Installation Services of Data and Communications Equipment for Internal Connections. This equipment will replace equipment that is at the end of its useful life under the direction of Fresno Unified School Districts Technology Services Department.

The District has issued an RFP to purchase equipment as listed in Attachment "A" of RFP #E19002. If the FCC E-Rate Category 2 funding is awarded and the District chooses to purchase the equipment in #E19002, then the District will refresh its network with the following equipment: site routers, site distribution layer switches, site access layer switches and wireless access points. The site access layer switches sit at "top of the communications equipment rack" with fiber interconnects between the IDF and MDF.

The District is seeking installation services for the site access layer switches and wireless access points. This would include racking and patching site access layer switches to replace existing switches as well as placing and connecting access points to replace existing access points. The work would be done under the direction of District personnel. The District would determine which switches and access points are replaced. The vendor is expected to provide a cost to rack and patch a switch as well as the cost to place and connect an access point. The vendor may choose to provide a volume discount.

A major portion of the funding for this project is expected to come from the Federal Communications Commission "E-Rate" Universal Service Fund program, which is administered by the Schools and Libraries Division. The percentage of Federal E-Rate funding for this contract is approximately Eighty-Five (85%) percent District wide.

Prices must be held firm for the duration of the E-Rate Year 19 fiscal year ending or until all work associated with the project is complete (including any SLD approved extensions)

Depending on the date the Funding Commitment Decision Letter (FCDL) is issued by the SLD, it may be necessary for the District to order critical services prior to the receipt of the FCDL. Even in the event of a late FCDL, the vendor is responsible for invoicing the E-Rate funded amount via the FCC Form 474 (SPI Form) and then issuing a credit memo to the District for any costs incurred by the District prior to issuance of the FCDL.

The successful bidder must be registered to participate in the Federal E-Rate program (e.g. have a SPIN number.) In addition, the successful bidder shall be required to submit all necessary E-Rate forms and cooperate with the Schools and Libraries Division's E-Rate funding.

This contract is contingent on FUSD receiving E-Rate funding from the Schools and Libraries Division. If the applied for funding is not obtained, this contract shall not be enforceable.

VENDOR REQUIREMENTS

In addition to other vendor requirements occurring elsewhere in this RFP Request, vendors must meet the following criteria:

- Prospective vendors must be current Original Equipment Manufacturers (“OEM”) certified and OEM recognized partners at the levels necessary to configure the equipment specified in this proposal.
- Vendor shall certify that that it is an OEM authorized channel partner as of the date of the submission of their offer, and that it has the certification/specialization level required by the OEM to support the configuration of OEM equipment.

The proposal is requesting installation services for routers directly tied to and coincident with a FCC E-Rate Category 2 funding award to upgrade network equipment at school sites including distribution switches, access layer switches and wireless access points (see list of equipment related to coincident E-Rate Bid # E19002.)

Vendor must provide list of vendor certifications pertinent to the installation services as well as the names of specific engineers who may be assigned to this project along with their certifications. Customer has the right to approve the personnel assigned to the project and request an alternate if the personnel prove unfit due to technical qualifications or interpersonal skills.

Vendor must provide a high-level recommendation indicating how the work would be performed and the vendor’s recommendation for collaborating with the District on the performance of this work (e.g., maps with IDFs, etc.). This information will be used to evaluate the vendor’s capabilities and the maturity of the vendor’s configuration services.

Vendor must provide estimated hours and hourly rate for the installation services and include an agreement not-to-exceed \$400,000 for these installation services.

METHOD OF AWARD

Award of contract will be based on scoring of the following factors:

- Cost of Eligible Goods and Services – up to 30 points
- Quality of vendor proposal – up to 25 points
- Experience with District – up to 15 points
- Strength of references – up to 15 points
- Ability to deliver service throughout District geographic region – up to 10 points

Financial Stability – up to 5 points
(must submit Dun & Bradstreet report or audited financial statement)

SUBMITTAL INFORMATION

Submittal – Each firm submitting a proposal shall submit a signed original RFP plus 5 copies of said RFP in a sealed envelope prominently marked with the RFP number, title, due date and time, and the name of the organization submitting the response. **Responses shall be on 8-1/2" x 11" paper and in (1) electronic Compact Disc (CD) or USB format. Forms Required to be Submitted with RFP.** Notwithstanding any provisions to the contrary, all RFPs shall include the following completed documents/forms. Failure to submit the documents/forms may render the RFP non-responsive.

- E-Rate Supplemental Terms and Conditions Certification Form – Page 22
 - Non-collusion Document – Page 23
 - Proposal Submitted Document – Page 24
 - Piggyback Clause – Page 25
 - Prime Point of Contact – Page 26
 - Request for References – Page 27
 - Vendor Quote for requested services
 - Dun & Bradstreet report or audited financial statement
1. **Proposal Deadline** – Proposals shall be submitted to the Purchasing Department, 4498 N. Brawley Ave. Fresno, Ca. 93722, prior to **2:00 PM** on **January 13, 2016**. Proposals received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (fax) copies of submittals will **not** be accepted.
 2. **Authorized Signatures** – Proposals must be signed by an authorized individual or officer of the firm submitting the proposal. Unsigned proposals will not be accepted.
 3. **Withdrawal** – Responses may be withdrawn by the firm submitting the information at any time prior to the closing date and time for receipt of responses, but may not be withdrawn for a period of one hundred and twenty (120) calendar days after the due date and time for receipt thereof. A proponent may withdraw their offer by submitting a written notification of its withdrawal signed by the proponent or authorized agent. Proponent may, thereafter, submit a new or modified offer prior to the designated submission time. Modification offered in any other manner, oral, or written, will not be considered. Final offers cannot be changed or withdrawn after the date and time designated for receipt.
 4. **Information Request(s)** – In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting responses are directed not to make personal contact with members of the governing Board, District Administration, or staff with the exception and permission of the individual listed below. All questions regarding this RFP are to be addressed to the individual listed

below. Submit all question via email only. **The last day to ask questions will be 1/5/16. All questions and answers will be sent out in addendum by 1/7/16.**

Edward Van Patten, Buyer II
edward.vanpatten@fresnounified.org
Fresno Unified School District
4498 N. Brawley Ave.
Fresno, California 93722

Submit your company, contact name and email address to the person list above to be listed for any addenda's as needed.

5. **RFP Award** – The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate. **(PCC 20118.1)**
6. **Right to Accept or Reject** – The Board of Education of the Fresno Unified School District reserves the right to accept or reject any or all proposals in their entirety or any portions(s) thereof and to waive any informality or irregularity in the Request for Proposal. As the District is applying for “E-Rate” funding, the final decision to award or reject may be linked to the approval of the “E-Rate” application and granting of maximum funding commitment allowed by the Universal Service Fund through the “E-Rate” program. Proponents shall be responsible for any and all expenses they may incur in preparing proposals. All proposals submitted to the District shall remain the property thereof.
7. **Forms of Agreement** – The District reserves the right to incorporate standard contractual provisions into any agreement executed in response to this request and to require indemnification from hard and such insurance as may be stipulated by the District. In addition, the District shall require any contract awarded as a result of this RFP to incorporate the General Terms and Conditions.
8. **Availability of Funds** – The District’s obligation herein is contingent upon receipt by Fresno Unified School District of the maximum funding commitment allowed by the Universal Service Fund through the “E-Rate” program. No legal liability on the part of the District for payment of any money shall arise unless and until funds are made available for this procurement through the “E-Rate” Program. The District may award a contract for all requirements outlined in the RFP, or any portion thereof, contingent upon the level of funding provided by the Schools and Libraries Division.
9. **Equal Opportunity** – It is the policy of the Fresno Unified School District Board of Education that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the proponent(s) agrees to comply with applicable Federal and California

laws including, but not limited to, the California Fair Employment & Housing Act. In addition, the successful proponent(s) agrees to require like compliance by all subcontractors employed on the job by him/her.

10. **New Equipment** – The proponent shall provide evidence of authorization to sell, install, maintain, and provide eligible E-Rate hardware and services.
11. **Compliance** – Responses that do not comply with instructions and forms may be eliminated from further selection.
12. **General** – Failure to obtain the RFP following prescribed procedures or obtaining the RFP with insufficient time to adequately respond will not be accepted as a mitigating circumstance and will not result in the granting of special considerations or waivers of any kind. Failure to execute all enclosed forms as required may result in disqualification. The RFP submitted must describe a system where elements are currently available.
13. **Addenda** – In the event revisions to this document become necessary, addendum will be provided to all bidders receiving the RFP from the issuing office, following established procedures.
14. **News Release** – News released pertaining to the award resulting from this RFP shall not be made without prior written approval of the Executive Director of Purchasing.
15. **Disposition of Response** – All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the bidders expense. The master copy shall be retained for official files and will become a public record. However, confidential financial information submitted in support of the requirement to show bidders responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be identified as such.
16. **Billing** – The successful bidder must be able to fully participate in the E-Rate program billing requirements and expect to receive reimbursement from the School and Libraries Division (E-Rate) for the District's E-Rate funding commitment. Awarded vendor will be required to utilize FCC Form 474 (Service Provider Invoice Process). FUSD will not participate in the FCC Form 472 (Billed Entity Applicant Reimbursement) process.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with RFP response

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

1. E-RATE CONTINGENCY

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

2. SERVICE PROVIDER REQUIREMENTS

- The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- 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.
- 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/service-providers/step01/default.aspx>
- 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>
- 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

- Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.
- 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).
- Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
- **Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- 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.
- 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>
- Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3. SERVICE PROVIDER ACKNOWLEDGEMENTS

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

- 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.
- 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.

4. STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2016 funding year (July 1, 2016). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

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

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

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

The complete text can be found at the following URL:

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

Category 2

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

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

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

5. INVOICING

- The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6. FCC/SLD AUDITABILITY

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

7. PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

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

**Installation of Network Equipment
for Internal Connections**

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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

Signature : _____ **Title:** _____

Printed Name: _____

Phone Number : _____ **Email:** _____

Service Provider Name: _____

RFP No. E19003

**Installation of Network Equipment
for Internal Connections**

NONCOLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL

Fresno Unified School District

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

RFP No. E19003

**Installation of Network Equipment
for Internal Connections**

Proposal Submitted by:

To be signed by authorized company agent.

Name of Company

Address

Signature

City State Zip Code

Print Name

Phone Number Fax Number

Title

Email Address

Federal Tax ID #

SPIN #

RFP No. E19003

**Installation of Network Equipment
for Internal Connections**

PIGGYBACK

The Fresno Unified School District hereby authorizes other Agencies (including public, private & charter schools districts) in the State of California to purchase equipment and services under this RFP No. E19003 and subsequent contract, using the same terms and conditions, if it is determined to be in the their best interest.

Should such a transaction occur the Fresno Unified School District waives its rights to having such district submit warrants and a reasonable fee payable to this District as provided in Public Contract Code 20118 and 20652.

Subsequent buyers using this RFP shall be directly responsible to vendor for payment and/or any other financial arrangements involving said transactions.

Acceptance or rejection of this clause will not affect the outcome of this RFP.

Yes

No

Signature

Date

RFP No. E19003

**Installation of Network Equipment
for Internal Connections**

PRIME POINT OF CONTACT

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

