

**E-Rate FY2019**

**CATEGORY 2  
UNINTERRUPTIBLE POWER SUPPLY**

**RFP # 19-904**

**Request for Proposal Issued  
December, 21, 2018**

**Deadline for Submittal of Proposals  
January 22, 2019  
2:00 p.m. (PST)**

**ATTN: Purchasing Department**

**Roseville City School District  
1050 Main Street  
Roseville, CA 95678**

## NOTICE INVITING PROPOSALS

Notice is hereby given that the Roseville City School District (RCSD) will accept proposals for the award of contracts for E-rate Funding Year (FY) 2019 up to, but not later than 2:00 P.M., on January 22nd, 2019 for the following:

- RFP 19-901 Ethernet Switches (Category 2)
- RFP 19-902 Wireless Lan (Category 2)
- RFP 19-903 Infrastructure Maintenance/Upgrades (Category 2)
- RFP 19-904 Uninterruptible Power Supply (UPS) (Category 2)
- RFP 19-903 Firewall (Category 2)

Additional information, including documents and questions pertaining to the bid can be located on the District's website: [www.rcsdk8.org](http://www.rcsdk8.org)

Proposals shall be delivered in separate sealed envelopes, or boxes, marked on the outside with the respective RFP number and bidders company name and contact name to the District Office front desk referencing

**Roseville City School District  
Attention: Technology Services  
1050 Main Street  
Roseville, CA 95678**

prior to the January 22, 2019 @ 2:00 P.M. deadline. Bids will be publicly registered at 2:00 P.M. January 22, 2019 at the District Office Warehouse Conference Room:

**1046 Main Street  
Roseville, CA 95678**

**No faxed proposals will be accepted.** Each bid must conform and be responsive to the bid documents, and include one signed original binder, two (2) additional hard copies, and three (3) electronic copies of the RFP on a portable "thumb-drive" containing all documents, and deliverables.

RCSD reserves the right to reject any or all bids or parts thereof, to be the sole judge of the merits and qualifications of all bids, to waive any informality in a bid, not necessarily accept the lowest of any offered and to extend the bidding period. Design, specifications, service, delivery, and quality may be considered in making selections.

**Published:** December 21th, 2018 and December 28, 2018 Press Tribune

## SUMMARY

The **ROSEVILLE CITY SCHOOL DISTRICT** (“District”) serves over 11,000 students across 19 schools and 3 support facilities. We utilize 21st century instructional practices to ensure our students are academically confident and ready to navigate a rapidly-changing, technology-rich, global economy. The District is requesting proposals from qualified vendors to purchase and install **UNINTERRUPTIBLE POWER SUPPLY (UPS)**. The District is looking for interested vendors who can provide solutions that will address its current and future needs.

The District is open to all proposals from vendors that meets the District's needs and qualifications based on the information outlined in this Request for Proposal (RFP)

## BACKGROUND

In 2017, the District adopted Tripp Lite UPS’s as its primary vendor of choice for all school site power backup units. Depending on the school site, these are located in our Main Distribution Feed (MDF) equipment locations. The district attempts to maintain battery backup for a minimum of 60 minutes in case of a loss of power.

## SCOPE OF WORK

The District is looking to purchase a UPS’s solution that can keep our Ethernet Switches and Access Point equipment up and running for 60 minutes in the event that power is removed from a building or campus. In addition, any proposed solution should include:

- Provide UPS’s solution to ensure that a minimum of 60 minutes is met.
- Ability to expand time in the future if needed by adding additional batteries.

Proposed solutions should at a minimum meet goals as listed above, along with the requirements listed throughout this RFP. Below are the list of requirements that the District has set forth and all projects are required to meet.

### **Control and Management**

The District currently monitors all of it’s UPS’s via web browser along with SNMP polling and alerting as needed. Any solution proposed should at a minimum meet this requirement. In addition to this monitoring the following items are desired:

- Management of platform should be 100% web based
- Solution should be browser agnostic
- Proposed solutions end-user workstation should be OS agnostic.
- Firmware upgrade and downgrade

- Local logging of incoming power and events
- Notification via email and SNMP of power changes outside of a threshold, disruption of power or lost of connectivity.

### **Labor and Installation**

All proposals should include Labor costs and should take into consideration that all work must be done after school operating hours or on weekends. Services requested are:

- Provide a quote for Labor to:
  - Inventory
  - Affix District asset tag
  - Label equipment per district naming scheme
  - Load and customize, as needed, district provided configuration file and firmware
  - Stage equipment at their facilities or at designated locations within the District as listed in Appendix A
  - Provide documentation listing all equipment, part numbers, quantities, serial numbers, IP addressing (as needed), equipment naming and RCSD Asset number. (To be provided in JPEG and CSV formats)
- Provide a quote for Labor to install new equipment:
  - Vendor is to transport equipment from staging point to the site as listed in Appendix A
  - Tag existing cables or replace with district furnished patch cables at either side of the connection.
  - Remove any existing access points as identified by the District
  - Install equipment and mounting brackets as needed.
  - Connect equipment to the network
  - Perform and demonstrate a verification of network connectivity and functionality via on-site or remotely with District technology employee
  - Return all removed equipment to a location determined by the District
- Provide any appropriate information that is deemed important to maintain the equipment, including knowledge transfer
- Answer any questions the district may have of the installed equipment

### **ADDITIONAL TASKS**

The District reserves the right to select, up to, the top three (3) finalist for oral interviews based on the District's analysis and rating of the proposal package. These interviews will have an additional point rating of up to 15 points. These interviews will be conducted in order to evaluate company expertise, qualifications, operations and services deemed by the District to be in its best interests. The key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District's evaluation committee to review the firm's proposal and other matters the committee deems relevant to its evaluation. Upon announcement of

recommendation for contractor award, terms and conditions for service submitted by proposers may be subject to negotiation, as well as any specific terms in the proposals submitted.

In addition to oral interviews, the District reserves the right to request as part of the evaluation process, a fully functional and working evaluation system for 2 weeks that the District can use to build a Proof-of-Concept (POC) of the proposed solution in a lab or within it's existing network. Vendor and/or Manufacture will provide access during the POC, on-site for the first day, to a systems engineer to ease setup, answer questions and assist with adjustments. Quantities of the equipment needed and additional information are based on the solutions proposed.

## **ADDITIONAL INFORMATION**

The intent of this RFP is to define specifications for the equipment and requirements to upgrade or installation of a complete system. All plans proposed should include a project deployment plan, detailed billing and include hardware, installation, shipping and taxes. A service provider must label all equipment with District tags that clearly show that the equipment is purchased with E-Rate funds..

The vendor is responsible for providing installation of equipment into pre-determined and cabled locations within each school facility outside the normal school hours. All installations via physical or virtual will need to be coordinated with District technology staff.

All services must be provided solely by a single vendor. Please see **Appendix A** for a list of school sites. Please see **Appendix B** for a list of requested services to be bid per a school site. All proposals received will also required to have **Appendix C** completed and submitted as part of their submission.

All vendors are encouraged to respond and are allowed to submit a total of one solution for this proposal.

**School District Information:** All services must be rendered at any designated District site. Please see **appendix A** for a non-exclusive list of sites.

**Equipment and Services:** The District requests bids for the wireless LAN equipment and installation for each school site in **Appendix B**. The District has the right to change the quantities listed at anytime until an actual order is written. In total, you must provide bids for the following wireless hardware (or equivalent) and software:

<b>QTY</b>	<b>Manufacture</b>	<b>Description</b>	<b>Part #</b>
6	Tripp Lite	SmartPro 2200VA 1600W UPS Rack Mount DB9 2URM	Smart2200RMLX2
1	Tripp Lite	SmartPro 120V 2.2kVA 1.6kW Line-Interactive Sine Wave, Tower, IT Card	Smart2200SLT
7	Tripp Lite	Web Management Accessory Card	WEBCARDLX
5	Tripp Lite	2Post Rack-Mount or Wall-Mount Adapter KIT	2POSTRMKITWM

**SPECIAL CONDITIONS:**

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer or carrier, said decrease shall be passed on to the district and documented with a new price sheet sent to RCSD – Technology Department.
2. All equipment/service costs must be new and included and identified separately.
3. Any prospective bidder, who contacts any staff or Board members in violation of the RFP process, will be disqualified from consideration for the RFP award.
4. The Board of Education and/or the district reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal
5. Links to the districts E-Rate Bids and RFP’s will be posted to the district’s homepage at [www.rcsdk8.org](http://www.rcsdk8.org). Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.
6. All questions regarding this RFP should be directed to [erate@rcsdk8.org](mailto:erate@rcsdk8.org), with the subject of “**ERATE RFP#19-903 Uninterruptible Power Supply**”.
7. The deadline for questions regarding this RFP will be 4:00 p.m. January 10, 2019.
8. Responses to all questions will be made by January 11, 2019 and will be posted on the district website.
9. It is the responsibility of the prospective bidder to check the website for updates or addenda.
10. The Vendor must meet or exceed all requirements. Each response will be reviewed to determine if it is complete prior to actual evaluation.
11. RCSD reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

12. You must provide on original and two copies of your proposal (3 total). You must also provide one digital copy (CD or flash drive) of your proposal.

## **VENDOR / SERVICE PROVIDER INFORMATION:**

1. Length of time business has provided this type of service.
2. Three reference sites currently using this service (California and K-12 education preferred.).
3. Service Level Agreement (SLA) for all service types, if different, under your proposal.
4. Describe maintenance and trouble notification (to us) procedures.
5. List All Costs: Installation, non-recurring, recurring, and other costs.
6. List customer requirements and items in which the cost is borne by the District (e.g. backboards and electrical power, battery backup).
7. Show applicable discounts separately for this RFP or if bidding on multiple RFP's.
8. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
9. An implementation timeline proposal and project plan. It is the goal of the District to not interrupt any services, if downtime is required clearly identify it in the plan. Instruction and school/organizational functions must not be impacted.
10. Any proposals for long term agreements must reflect terms for adding services at a later date if the District determines necessary.

## **VENDOR / SERVICE REQUIREMENTS**

All submitted proposals must provide at a minimum, all requested information in the proposal document. **Any portion not included can be cause for elimination from the quote process.** The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>

- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year
- f. 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.
- g. 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.
- h. 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.
- i. 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>

## **VENDOR / SERVICE PROVIDER ACKNOWLEDGEMENTS**

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

### **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 2019 funding year (July 1, 2019). 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).

### **INVOICING**

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

### **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.

**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.

**PROPOSAL EVALUATION:**

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's technology needs.

**Evaluation Criteria (not necessarily in order)**

- 30% Costs, including installation, recurring, upgradability, etc.
- 25% Transition / Implementation / Timelines
- 15% Provide flexibility, scalability, and systems manageability to the benefit of RCSD
- 15% Client references with California K-12 education experience / Qualifications
- 10% RFP Response and Preparation
- 5% References and/or citations from prior installations where equal services have been provided for projects of similar size and complexities

The District will also use a scoring process, with an additional 15 points to be awarded, if it exercises its right to require oral interviews and a Proof of Concept as outlined earlier in this RFP.

## RFP Schedule

<b>RFP Posting:</b>	December 21, 2018
<b>End of Questions:</b>	January 10, 2019 4:00 PM ( <i>Final Responses posted January 11th</i> )
<b>Closing:</b>	January 22, 2019 @ 2:00 PM
<b>Submittal Opening:</b>	Date of Closing (Registered)
<b>RFP Selection:</b>	Before 471 filing date
<b>Award of RFP:</b>	Contingent upon funding from E-Rate and Board Approval
<b>Contract/Service</b>	
<b>Start Date:</b>	July 1, 2019, depending on District funding

## SPECIFIC INSTRUCTIONS & INFORMATION TO BIDDERS

- 1. PROPOSALS:** Each proposal shall be submitted on forms supplied by the DISTRICT. Each proposal shall conform and be responsive to DISTRICT specifications. Bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.
- 2. DEADLINE FOR RECEIPT OF PROPOSAL:** One signed original, two hard copies and one digital copy on USB of the proposal must be submitted in sealed envelope(s) and should be properly identified with the proposal number and **Proposals must arrive in the Roseville City School District – District Office Front Desk, 1050 Main Street, Roseville, CA 95678 before 2:00 p.m. (PST), Tuesday, January 22, 2019, local time.** Telephone, telegraphic facsimile, emailed, and late proposals will not be accepted or considered.
- 3. PROPOSAL SUBMISSION REQUIREMENT:** Proposals shall be submitted to the address listed in #2 above and labeled as follows:

### **RFP # 19-907 UNINTERRUPTIBLE POWER SUPPLY**

It is the sole responsibility of the bidder so see that the proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.

- 4. TYPEWRITTEN/WRITTEN IN INK:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
- 5. ERASURES:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
- 6. QUOTE SEPARATELY:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.

7. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of the District's own existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
8. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
9. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of said corporation by a duly authorized officer or agent thereof.
10. **MODIFICATIONS:** Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
11. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.
12. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request For Proposals is closed and, having done so, no bidder will be permitted to resubmit a proposal.
13. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal by written request. All proposals received by the District shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
14. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.

- 15. EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
- 16. ACCEPTANCE OR REJECTION OF PROPOSALS:** The Board of Education reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
- 17. THE CONTRACT:** The bidder to whom the award is made shall be required to enter into a written contract with the District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
- 18. PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
- 19. BRANDS:** When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.
- 20. SAMPLES:** Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
- 21. FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
- 22. ASSIGNMENT PROHIBITED:** No contract awarded under this proposal shall be assigned without the approval of the Board of Education.
- 23. PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights,

copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.

**24. DELIVERY:** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

**25. INSPECTION OF ITEMS FURNISHED:** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.

**26. INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:

- a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
- b. The District may cancel the contract or purchase order, entirely or in part.
- c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.

**27. WARRANTY-PRODUCT:** Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

**28. EQUAL OPPORTUNITY EMPLOYMENT:** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other

applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

**29. GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

**30. CONTACT WITH BOARD OF EDUCATION:** No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.

**31. ARBITRATION:** All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

**32. BID PROTEST.** Any bid protest by any Bidder must be submitted in writing to the District before 5:00 p.m. of the **third (3<sup>rd</sup>)** business day following bid opening.

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specific portions of all documents that form the bases for the protest.
- c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the



outcome of the protest.

- g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

**33. E-RATE PARTICIPATION:** The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

**34. SPIN:** Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>

**35. RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.

**36. CONTRACTOR REGISTRATION SB854:** All contractors and subcontractors intending to bid or perform work on public works projects will be required to meet minimum qualifications and register (and annually renew) online for the program. The cost to register for the program is \$300 and is nonrefundable. The DIR will post a list of registered contractors and subcontractors on its website. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, now applies to all public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.