

E-Rate FY2023

**CATEGORY 1
ETHERNET SERVICES**

**Wide Area Network / Metropolitan Area Network
(WAN/MAN)
Districtwide**

RFP# 23-911

POSTED: December 9, 2022

**Deadline for Submittal: January 18, 2023
BEFORE 12:00 P.M.**

ATTN: TECHNOLOGY SERVICES

**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) 2023 up to, but not later than 12:00 P.M., on Wednesday, January 18, 2023 for the following:

- RFP 23-911 ETHERNET SERVICES Wide Area Network / Metropolitan Area Network
(WAN/MAN) Districtwide (Category 1)
- RFP 23-915 Ethernet Switches (Category 2)
- RFP 23-916 Wireless (Category 2)
- RFP 23-917 Uninterruptible Power Supply (Category 2)
- RFP 23-919 Internal Connections - Infrastructure (Category 2)

Additional information, including documents and questions pertaining to the bid can be located on the District’s website: www.rcsdk8.org

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

**Roseville City School District
<INSERT NAME OF RFP>
Attention: Technology Services
1050 Main Street
Roseville, CA 95678**

prior to Wednesday, January 18, 2023 @ 12:00 P.M. deadline. Bids will be publicly registered at 12:00 P.M. Wednesday, January 18, 2023 at the District Office:

**1050 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 one (1) electronic copy of the RFP on a portable “thumb-drive” containing all documents, and deliverables as outlined in the RFP.

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 9 and December 16, 2022 - Press Tribune

Summary

The Roseville City School District ('RCSD' or 'District') serves over 12,000 students across 21 schools, 3 support facilities and two additional schools to be completed in the summers of 2023 and 2024. 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 for E-rateable **ETHERNET SERVICES - Wide Area Network / Metropolitan Area Network (WAN/MAN) - Districtwide** with options for both single and multi-year contracts. This service will be used to provide data services to Westbrook Elementary School to help in learning and should be ready for operation for the 2023-2024 school year unless indicated in Appendix B and this RFP document.

A successful proposal will meet and/or exceed the requirements as outlined in this RFP. The District is open to learning about alternative solutions and options that aren't laid out in this document, but still meet the technical and general use requirements in this document.

Documents Included in this RFP

School Site/District Facility Information: See Appendix A for list of sites

BID FORM: See Appendix B

Qualifications and Answers Form: See Appendix C

Waiver and Agreements: See Appendix D

Current System Description

The Roseville City School District currently operates on an existing Fiber Optic Metropolitan Area Network (MAN) which interconnects all of its schools and facilities via Ethernet based services provided by the Incumbent Local Exchange Carrier (ILEC).

The currently provided network is connected using a STAR topology with each site connecting to the ILEC's Central Office (CO). Each location outlined in Appendix A is currently connected to this network in varying speeds between 200Mbps to 2Gbps Ethernet connection.

Project

The Roseville City School District is seeking quotes for **ETHERNET SERVICES - Wide Area Network / Metropolitan Area Network (WAN/MAN) - Districtwide** with E-Rateable services that provide symmetrical bandwidth levels of 200Mbps to 10Gbps in the increments listed in Appendix B. Quote(s) should include costs for the transport and

delivery of the speeds requested along with costs to upgrade the circuit in the future while in-contract. Each speed as outlined will need to be quoted on a separate line item including:

- Installation Costs
- Monthly costs including hardware and circuit costs
- Other Items needed to complete the project

All potential bidders should provide detailed information regarding the solution being proposed for this bid, including diagrams on how each site will be connected and the full path that data will flow between sites.

Alternative proposals and options will be accepted and reviewed as long as they meet the scope and requirements as listed in this RFP. It is at the District's discretion to further evaluate and request additional information on any alternative proposals. The District also reserves the right to reject any alternative proposals where the bidder fails to respond or provide additional information as requested or as the District deems to not be advantageous to the District.

Scope

Install and make available on July 1, 2023 @ 12:01 a.m. one ethernet circuit at the Westbrook Elementary School outlined in Appendix A. All connections should allow symmetrical Layer 2 and Layer 3 non-blocking connections, to the District Office and/or District Sites and should be able to support industry standard routing protocols including; OSPF, RIP, BGP. Configure any leased equipment provided as part of the agreement. Turn up circuit, provide connectivity, monitoring and troubleshooting.

Transition Plan

As the cut-over date for any new carrier is July 1st of 2023, RCSD requires a transition plan to be provided with any proposal response. The plan is to include:

- The resources to be dedicated to the transition
- All costs associated with the transition
- A timeline of actions with a completion target date for the supplier and for RCSD

The transition plan is to outline the expectations the supplier team would have of RCSD and the information or task RCSD is to provide the supplier and the date any information or task would be required.

RCSD reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to the date of termination of contract or services for balance of services not rendered, if the district is dissatisfied with the service.

Service Provider warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of this Agreement. Service Provider warrants that it has good title to all elements of the facilities and services and has the legal right to contract with RCSD for the installation and use of such facilities and services. Service Provider shall indemnify RCSD and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

Requirements:

1. LOCATION: Provide Ethernet Services to each site within the District as outlined in Appendix B.
2. BANDWIDTH: Pricing is to be provided in tiered increments of vendor's capability, starting with a minimum of 200Mbps to a maximum of 10Gbps for each location.
3. Ability to allow unlimited Layer 2 traffic
4. Unrestricted Media Access Control (MAC) addresses passed across the network
5. The District should have the ability to use industry routing protocols without the need to notify the vendor (RIP, IGRP, OSPF, EGP, EIGRP, BGP, IS-IS, etc)
6. The District should have no restrictions to pass VLAN tagged and untagged traffic across the link (802.1ad)
7. Ability to monitor circuit from vendors point of view (ie; District and vendor should be able to view the circuit and if data is flowing across it)
8. Any proposals for long term agreements must reflect ability to add or subtract bandwidth to accommodate the District's needs.
9. All other options and proposals which may meet RCSD technical needs, but do not directly reflect the services identified above must include details, including any additional costs, if proposed.
10. Provide and meet all items listed under the VENDOR / SERVICE PROVIDER INFORMATION of this RFP.
11. Included a completed Appendix B, C and D

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 ATTN: ERATE CONTRACT.
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. 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, with the subject of "**ERATE RFP#23-911 ETHERNET SERVICES - Wide Area Network / Metropolitan Area Network (WAN/MAN) - Districtwide question**".
7. The deadline for questions regarding this RFP will be 12:00 p.m. December 21, 2022.
8. Responses to all questions will be made by 11:59 p.m. December 21, 2022 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 as they can be posted at any time throughout the RFP timeline..
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 request additional information or eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.
12. You must provide one original and two copies of your proposal (3 total). You must also provide one digital copy on a **USB FLASH Drive** of your proposal. Hard copies of the bid **may not be hardbound** and should be in a 3-ring binder or held together in a manner that can be easily taken apart.

MULTI-YEAR CONTRACT:

The Roseville City School District is requesting that the selected vendor enter into a one year or longer contract for E-Rate Eligible Equipment and Services with the option to extend the contract on an annual basis if determined to be in the best interest of the district. The contract shall begin on July 1, 2023 and can be extended on an annual basis for a maximum of five (5) years as mutually agreed upon by the District and proposer. Bidders may propose other multi-year options

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 proposed.
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. Your Green Light Status from the FCC RLDS or CORES system which shows you are in good standing with the FCC and able to bid on projects.
10. 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.
11. Any proposals for long term agreements must reflect terms for adding services at a later date if the District determines necessary.

VENDOR / SERVICE REQUIREMENTS

The vendor must meet or exceed minimum qualification 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
- 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 the 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 2023 funding year (July 1, 2023). 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:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

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 Responses and Preparation
- 5% For Local Owned (50 mile radius of Roseville, CA) / Veteran Owned / Woman Owned / Black Owned (Must be stated in BID to be awarded this)

RFP Schedule

RFP Posting:	December 9, 2022
End of Questions:	December 21, 2022 @ 12:00 PM (<i>Final Responses posted by 11:59 p.m.</i>)
Closing:	January 18, 2023 @ 12:00 PM
Submittal Opening:	Date of Closing (Registered)
RFP Selection:	Before 471 filing date
Award of RFP:	Contingent upon funding from E-Rate and Board Approval
Contract/Service	
Start Date:	July 1, 2023 (or as noted in Appendix B)

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 12:00 p.m. (PST), Wednesday, January 18 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 above and labeled as follows:

RFP # 23-911 ETHERNET SERVICES - Wide Area Network / Metropolitan Area Network (WAN/MAN) - Districtwide

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 (3rd)** 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.