



Stockton Unified School District

2141 Robindale Ave

Stockton, CA 95205

PACKAGE FOR PROPOSAL

RFP #23.005 – E-RATE REFRESH INTERNAL CONNECTIONS – Category 2

SUBMITTED BY _____

(COMPANY NAME)

NOTICE REQUESTING PROPOSALS

The Governing Board of the Stockton Unified School District of San Joaquin County, California, invites and will receive sealed proposals until **2:00 p.m.** on

January 6, 2023

at the Stockton Unified School District, 2141 Robindale Ave Stockton, CA 95205, for the award of a contract, as follows:

Proposals must be submitted on forms prepared by the Stockton Unified School District, including all applicable forms detailed and contained in this package.

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Stockton Unified School District of San Joaquin County, California, acting by and through its Governing Board, hereinafter referred to as the “District”, will receive sealed proposals up to, but not later than **2:00pm on January 6, 2023** for the award of a contract for **RFP #23.005 – E-RATE REFRESH INTERNAL CONNECTIONS – Category 2**

Scope: The purpose of this Request for Proposals is to provide the District with E-Rate switchgear upgrade as per the requirements of the District in a cost-effective manner.

Sealed proposals shall be received in the Purchasing Department of the District located at 2141 Robindale Ave. Stockton, CA 95205.

Each proposal must conform and be responsive to the contract documents, copies of which may be obtained on or after December 9, 2022, at the Purchasing Department of the District, or downloaded at <https://www.Stocktonusd.net/Domain/155> or from USAC’s E-rate Productivity Center at <https://www.usac.org/e-rate/>

The District reserves the right to accept or reject any and all bids, waive any informality, and to be the sole judge of the responsibility of any bidder and of the suitability of the equipment, supplies, and/or services offered.

The Record, Stockton, CA.

Advertise Dates: **December 14, 2022 and December, 2022**

“NONCOLLUSION AFFIDAVIT”

State of California]
County of _____] ss.
]

_____, being first duly sworn, deposes
(Name)

and says that he or she is _____
(Title)
of _____
(Name of Company)

the party marking the foregoing bid that the bid 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 proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.”

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

Executed on _____, 200____ at _____
California.

Signature

Attach Notary Certificate

Title

BID BOND

Know All Men by These Present: that _____, as Principal, and _____, as Surety, are held and firmly bound unto STOCKTON UNIFIED SCHOOL DISTRICT as Obligee, in the sum of _____ and _____/100 Dollars (\$_____) lawful

money of the United States for the payment whereof, well and truly to be made, above bonded Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the above bonded Principal is herewith submitting a proposal for _____.

NOW, THEREFORE, if the above bounded Principal shall, within ten (10) calendar days after receipt of written notification of acceptance of its proposal, enter into a contract and execute and deliver to Obligee a bond for the faithful performance of said contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, above bounden Principal and Surety have hereunto set their hands and seals on this _____ day of _____, A.D., 20_____.

Principal

(This bond must be signed and acknowledged by both Principal and Surety before a Notary Public, and acknowledgments, with Notarial Seals, attached hereto.)

_____(Seal)

Surety

Attorney-in-fact

CONTRACTOR'S CERTIFICATE REGARDING

WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations and certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Proper Name of Bidder

By _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

INSTRUCTIONS

SCOPE

The purpose of this Request for Proposals is to provide the Stockton Unified School District with a high-end Next generation firewall and robust Uninterruptable Power Supply (UPS) units that shall support current and future needs. In order to do this, Stockton Unified School District is soliciting qualified contractors for a cost effective solution that shall provide:

- **High-end Next generation firewall (local Appliance)** Provide secure internet access and data access for all enterprise applications with full threat prevention. The intent is to build and support at least 30Gbps up to 100Gbps WAN (Wide Area Network) access from multiple ISPs to the District's network core.
- **Patch Cables.** Provide all necessary patch cables to support the cutover to the new infrastructure scoped in the project.
- **UPSs.** Supply the MDF/IDF (Main Distribution Frame/Intermediate Distribution Frame) with appropriately sized UPSs that shall provide at (25 to 30) minutes of runtime at 80% load during power outage. Details in the Technical specification below.

The proposed solution shall include:

- Installation,
- Setup and configuration, BPA (Best practice assessment)
- Testing of the equipment and the various parts enumerated above, and
- Documentation of designs, configurations, and equipment inventory (which shall include equipment make, model, serial number, District asset tag number, and equipment location—school/site name and room number)

The proposal shall cover the sites identified in the Specifications section.

Qualified Contractors

The District intends to solicit proposals for the above referenced materials and services from qualified contractors currently established in the business of providing the materials and installation services of the nature and scope specified herein.

E-Rate Funding

The District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program for commercially available Category Two eligible products and services contracted as a result of this RFP. The project herein is 100% contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate.

Contractors shall review and comply with the District's E-Rate program instructions in Section X.

1. Proposals

No proposals shall receive consideration by the Stockton Unified School District unless made in accordance with the instructions detailed herein.

The proposal must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

2. Requests for Information Regarding this Request for Proposals

Any questions concerning this Request for Proposals must be submitted by email with subject title “**RFP No. 23.005 Question**”, on or before 2pm on **December 22, 2022** to e-rate@stocktonusd.net

Responses will be posted in USAC’s EPC Portal and on the Stockton USD Purchasing Department web page at <http://www.stocktonusd.net/Domain/155>

3. Proposal Format

Proposal packages submitted by bidders must include the District’s Request for Proposal package (**RFP No. 23.005**), along with the Proposal, Non-Collusion Affidavit, Bid Bond and Agreement forms. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

Proposals must be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

There should be no attachments, enclosures, or exhibits other than those considered by the bidder to be essential to a complete understanding of the proposal submitted. Any changes to any portion of this proposal by the proposer may result in your response being considered non-responsive. Each section of the proposal must be clearly identified with the following headings, and in the order specified, as detailed in “**Section I – Section X**”:

Section I

DESCRIPTION OF FIRM(S)

1. Provide a brief description of your firm(s), as well as any other firm(s) joining with your firm to provide services. This description should include a history of the firm(s), number of employees, organizational structure of the firm(s), and a recent financial statement.
2. List and describe any State and Federal licenses, certificates, and legal authorizations that you hold which allow the provision of equipment and services requested in this RFP. The contractor of award will be required to provide the District with copies of the actual licenses and certificates held.
3. Indicate the amount of time you have been providing Network/ MDF/IDF switchgear materials and installation and your yearly revenue derived from the provision of such. Submit, under separate cover, an audited financial statement for the last two years of operation.

Section II

EXPERIENCE AND QUALIFICATIONS OF FIRM(S)

Provide a brief overview of your technical experience, qualifications, and background in providing and installing network equipment, UPS equipment for similarly sized customers. Indicate the prior experience of your firm which you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

Subcontractors Requirements

Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by contractors. State any work proposed to be provided by a subcontractor and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

Contractor hereby agrees to bind every subcontractor by the terms and conditions of this bid agreement as far as such terms and conditions are applicable to the subcontractor(s) work. If contractor subcontracts any part of this agreement/contract, contractor shall be as fully responsible to the district for acts and omissions of his subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

Section III

PROPOSED METHODOLOGY FOR PROVIDING SERVICES

Describe in technical detail the methodology by which you would provide the required materials and services. This section shall include, but not limited to, how the cutover will occur over the solution implementation period.

Section IV

SERVICE LEVELS PROVIDED

Provide your standard installation time frames, response time to problems, and process for providing timely support to issues discovered after equipment are installed.

Section V

REFERENCES

Provide at least four (4) references for whom your firm provided materials and services of a similar nature. A minimum of two (2) references should be local to the Stockton area. State your role in this project. Provide the name, title, and phone number of an individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance, if you are among those selected for consideration.

Submission of written testimonials by customers must be submitted on company letterhead and under the signature of an executive/senior management officer of the company and/or agency.

Section VI SERVICES

Provide information and answers to the following questions:

1. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so, specify such in detail.
2. How frequently are accounts, including invoices, reviewed by the account team?
3. Is 24-hour customer service included? If so, please provide methods of access.
4. Do you have a local office for service? Will the District's account team be located in Stockton for the duration of the contract?
5. Do you have a single point of contact assigned for assistance, such as adds, changes, or billing questions? Also, vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
6. What type of managerial reports are offered (i.e., traffic metrics)?
7. Can these managerial reports be customized?

Section VII

Proposal and Required Forms

Bidders shall submit all required forms including Bid Bond, Non-Collusion Affidavit, completed and signed Proposal Page, and signed Agreement.

On page titled "Proposal Page" bidder shall provide a sum total bid for any and all equipment, labor and materials, including all sales and use taxes, surcharges, fees, tools, expendable equipment, and all utility and transportation services necessary to perform the contract.

Additionally, all bidders must provide a complete unit price itemization for all materials to be provided pursuant to the specifications and scope of work provided herein. Failure to provide the required itemization will result in rejection of the bid. The itemization shall be included in Section VII of the proposal.

Section VIII

BILLING

It is expected that billing will be provided in both paper and electronic format. All billing/invoicing shall be done in accordance with prices quoted herein. The District shall not be subject to charges not detailed or quoted herein by contractor.

Specific Requirements:

Billing shall be provided on paper and electronic media. Contractor shall briefly describe the format, as well as provide a demonstration media with its RFP response.

1. Billing dates
2. Detail of installation, pro-rated, and other one-time charges

3. Taxes and surcharges
4. Credits and adjustments

Section IX

EVIDENCE OF RESPONSIBILITY

Contractors shall submit, with their proposals, all necessary evidence showing their financial resources; experience in the type of work being required by the District; organization available for the performance of the work, and any other required evidence of qualifications to perform. The District shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the proposal.

Section X

E-RATE REQUIREMENTS

As previously stated in RFP Scope, the District intends to obtain maximum funding under the Federal Communications Commission's E-Rate program for commercially available Firewall equipment, installation and configuration, and UPS equipment and installation.

The successful Contractor shall be responsible for providing the District the applicable E-Rate discounts in accordance with E-Rate program rules and requirements.

At this time, the District requests that E-Rate discounts are applied to the current invoice for current services. Proposals must include on separate company letterhead a written acknowledgement stipulating the Contractor's awareness of and commitment to comply with all current E-Rate program requirements, regulations and conditions.

Additionally in this section of the submitted proposal, Contractors are to detail their proposed methodology for providing the E-Rate discounts to the District.

All Contractors submitting proposals must eligible providers in accordance with all applicable E-Rate rules, regulations and requirements. Such eligibility and compliance must be addressed in proposal submitted. Furthermore, all Contractors submitting proposals must provide their E-Rate Service Provider Identification number (SPIN) in their proposal.

Bidders wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division website at <https://www.usac.org/e-rate/>.

4. Execution of Agreement

In addition to the Proposal Form, all bidders must sign **two (2) copies** of the Agreement (46 and 47) included in this Request for Proposal, and must return it to the District, together with the Proposal Form, completed quotation sheets and the remainder of the proposal package.

5. Identification of Contractor

Each proposal must state the full business address of the bidder and must be signed by the bidder with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of proposal.

6. Withdrawal of Proposals

Proposals may be withdrawn by the bidder prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of ninety (90) days after the opening of proposals. The successful Contractor shall not be relieved of the proposal submitted without the District's consent.

7. Rejection of Proposals

The District reserves the right to accept or reject any and all proposals and to waive any irregularities or informalities in the proposals or in the bidding, or any portion or combination thereof, or award on the basis of the total proposal as may be determined, by the District, is in the best interest of the District.

8. Amendments

The terms, conditions, specifications and scope of work contained in this Request for Proposal may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued, by the District, prior to the opening of the Request for Proposal shall form a part of the specifications issued to contractors for the preparation of their proposals and shall constitute a part of the contract documents.

9. Other Documents of Agreement

Contractors submitting proposals that require the District to sign additional contractor agreement documents must submit all such documents in their entirety and in original form with their proposal. Documents not submitted with proposal will not be reviewed or signed by the District and will not constitute a part of this agreement. Furthermore, Contractors shall note that the District's terms and conditions contained in this document take precedence over conflicting language found in the Contractor's Sales Agreement or similar such documents. Any documents requiring District signature are subject to District review, revision and approval. Contractors unwilling to accept the District's revision(s) to documents shall be subject to rejection/disqualification of their proposal.

10. Taxes

For the purposes of this RFP, any and all taxes, fees or government surcharges shall be included in the sum noted on the Proposal Page. All taxes, fees or government surcharges shall be itemized separately on bidders itemized price list. Federal excise taxes are not applicable to school districts.

11. Proposal Negotiations

A proposal to modify any specific requirement of this Request for Proposal with terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

12. Interpretation or Questions Concerning Documents

If any person submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in, or omissions from contract documents, requests may be submitted by email to the Purchasing Manager of the District for an interpretation or correction thereof.

Tony Lopez
Purchasing Manager
Stockton Unified School District
2141 Robindale Ave
Stockton, CA 95205
e-rate@stocktonusd.net

All questions and inquiries regarding this RFP shall be submitted in on or before 2:00 pm PST **December 22, 2022**. Any correction of the contract document will be made by Addendum and posted to USAC’s EPC portal site, and on the Stockton USD Purchasing web page. Any addenda issued prior to the opening of the proposal, or forming a part of the documents loaned to the Contractor, for the preparation of his proposal, shall be made part of the contract.

13. Contractors Interested in More than One Proposal

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Contractor, or who has quoted prices of materials to a Contractor is not thereby disqualified from submitting a sub-proposal or quoting prices to other contractors.

14. Method of Award and Evaluation

Method of Award

Award shall be made, as one lot, to the contractor whose proposal is scored, by the District’s evaluation team, with the highest point total based on the Evaluation Criteria and point totals detailed below. The evaluation, scoring and award decision of the District shall be final.

The District reserves the right to reject any and all proposals, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, and to waive any informality on non-substantive irregularity as the interests of the District may require.

The District reserves the right to make an award of this proposal any time up to 90 days from the date of proposal opening.

Screening and Evaluation of Proposals

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection process for the vendor(s) will include the following evaluation and point assignment/rating criteria:

- A. Price of E-rate Eligible Goods and Services (50 points maximum)** - The District will consider and rate the explanation and detail of rates and fees.
- B. Project Management Approach (15 points maximum)** - The District will consider and rate the vendor's PM, implementation, and installation plan.
- C. Experience and Knowledge on Proposed Solution (15 points maximum)** - The District will consider and rate the experience in providing and installing and like equipment for customers, knowledge of current state-of-the-art technology, and experience in managing projects of similar scope and nature in a regional setting and with large K-12 educational institutions.
- D. Service Level and Warranty (10 points maximum)** - The District will consider and rate the quality of the Contractor's serviceability, billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.
- E. Reference and Vendor Profile (10 points maximum)** - The District will consider and rate the financial soundness, stability, qualifications, and depth of knowledge of the vendors' staff. Also, the District will consider the acceptability of the references presented by the vendor.

15. Preparation of Proposal

Each proposal should be prepared simply and economically, and should provide a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

Cost of preparation of the response to the Request for Proposal is solely the responsibility of the contractor. The Stockton Unified School District accepts or implies no liability in the cost of proposal preparation or presentation.

16. Inspection of Facilities

The District reserves the right to inspect the Contractor's facilities and financial statement to ensure the Contractor's competence and ability to perform the specified work.

The Contractor's proposal may be rejected as non-responsive if the above inspection reveals any problems or inconsistencies that might jeopardize the success of the required service.

17. News Releases

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

18. Independent Price Determination

By submission of a proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other contractor or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Contractor prior to award directly or indirectly to any other contractor or to any competitor; and
- C. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- D. Each person signing the proposal certifies that he/she:
 - a. Is the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 19. A, B, and C above; or
 - b. Is not the person in the Contractor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 19 (A), (B), and (C) above.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify 19 (A), (B), and/or (C) above. If 19 (B) has been modified or deleted, the proposal will not be considered for award unless the Contractor furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

19. Cost Liability

District assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of any Agreement resulting from this RFP. Total liability of District is limited to the terms and conditions of this RFP and any resulting Agreement.

20. Delivery of Bonds, Certificates, etc.

Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, other than the certificates of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the contractor's proposal and may award the contract to the next responsible vendor, or may reject all bids and call for new bids.

21. Proposal Submittal

Three (3) copies of your proposal MUST BE SUBMITTED in accordance with the following instructions:

SEALED BIDS (PROPOSALS) MUST BE RECEIVED AT THE REQUIRED DISTRICT LOCATION NOT LATER THAN THE TIME AND DATE INDICATED ON THE COVER PAGE OF THIS REQUEST FOR PROPOSALS. CONTRACTORS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE OF THE SEALED ENVELOPE:

Reference to “**RFP #23.005 – E-RATE REFRESH INTERNAL CONNECTIONS – Category 2**”, company or organization name, date due, and the time due. If delivery service is used which prohibits such markings on their envelopes or package, this information must be placed on the outside of an interior envelope or package.

22. Proposal Format

Vendors are requested to assemble their proposal in the following format order:

1. District Request for Proposal Package (**RFP No. 23.005**) with all pages and issued addendum. All Request for Proposal pages requiring signatures, information fill in, pricing, etc. must be completed in full.
2. Vendor proposal documents detailing all proposal information requested on pages 8 - 11 “Section I – Section X”
3. Any additional documents/proposal materials which the contractor deems relevant for the evaluation of their qualifications for this Request for Proposal.

Proposals are requested to be submitted in a bound form (i.e. ringed binders, spiral binders, etc) in order to facilitate easy review and access - by the District evaluation team - to the submitted proposal information and documents.

GENERAL CONDITIONS

1. Extra, Additional, or Omitted Work-Payment

The Governing Board may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the Contractor. This may be done without the formality of securing bids, if the increase so agreed upon does not exceed the greater of ten percent (10%) of the original contract price of the amount authorized by law.

2. Insurance

The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance hereunder and certificates evidencing such insurance have been delivered to the District.

Unless otherwise specified, the successful Contractor agent shall, within five (5) working days after notice by the District, sign and deliver to the District all certificates of insurance.

All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California. **Such surety provider(s) shall possess a current Best's Key Rating of A Minus (A-) or better.**

Failure to provide insurance certificates as required shall be grounds for bid rejection.

A. General

1. As specified below, the Contractor shall maintain, or cause to be maintained, such insurance as will protect him and the District from claims under Workers' Compensation Acts, and such public liability insurance as will protect him and the District from claims from damages for personal injury, including death, and damage to property, which may arise from operations under this contract, whether such operations be by himself or by any other subcontractor or anyone directly or indirectly employed by either of them.
2. The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:
 - a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
 - b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default or omission of the Contractor or any other person, firm, or corporation, directly or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to his work, the bidder at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit, or legal proceedings or result thereof.
 - c. Contractor shall defend, indemnify, protect and hold harmless Stockton Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.
3. Certificate of Insurance:
 - a. Certificates shall be filed with the Purchasing Department of the District.
 - b. Certificates shall have included the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Stockton Unified School District stating the

date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.”

Certificates of insurance shall state in particular those insured, the extent of the insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

B. Workers’ Compensation Insurance

1. The Contractor shall provide, during the life of this contract, Workers’ Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all the latter’s employees. Any class of employee or employees not covered by the subcontractor’s insurance shall be covered by the Contractor’s insurance.
2. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers’ Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
3. The Contractor shall file with the District certificates of his insurance protecting workmen as specified above.

C. Public Liability and Property Damage Insurance

1. The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this contract. The minimum amounts of such insurance shall be hereinafter set forth.
2. Amounts of Insurance:

General Liability Comprehensive Form + Products/Completed Operations	Bodily Injury and Property Damage Combined	\$1,000,000
Auto Liability Comprehensive Form Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$1,000,000

D. Fire Insurance

The Contractor shall maintain or cause to be maintained Fire Insurance on all work, material, equipment, appliances, tools and structures which are part of this contract and subject to loss or damage by fire.

3. Indemnification

The Contractor shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker’s Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this

contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- c. Contractor shall defend, indemnify, protect and hold harmless the Stockton Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

4. Excuse for Non-Performance - Force Majeure Clause

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, or facilities by the government, when satisfactory evidence thereof has been presented to the other party providing it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

5. Assignment

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

6. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions, General Conditions, Specifications, or any other document forming a part of this Request for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to any applicable requirements of local, state and federal law.

7. Anti-Discrimination

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

8. Employment Diversity Plan (optional)

Contractors who will perform more than \$58,900.00 in business with the District during the fiscal year can provide the Purchasing Manager with an employment diversity action plan prior to the signing of any contract. A good faith effort is asked to be made by the contractor in providing this plan, if available, to the District.

9. Governing Law and Venue

In the event of litigation, the documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in San Joaquin County.

10. Invoicing

Contractor shall issue separate invoices for all materials and services provided.

For the District's portion of the billable amount, invoices shall be submitted to:

Stockton Unified School District
Business Services Department
Attn: Accounts Payable
56 S. Lincoln Street, Stockton, CA 95203

Each invoice must reference **PROPOSAL/CONTRACT NO. 23.005** and the assigned, applicable invoice number.

For the FCC's portion of the billable amount, invoices must be submitted in accordance with applicable FCC instructions. Invoices are NOT to be submitted to the District for the FCC's portion of the billable amount.

Invoices for the District's portion shall be processed for payment once a month.

If contractor does not apply discounts to invoices in a timely manner, District reserves the right to terminate agreement upon written notice.

The successful bidder agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the Universal Service Administrative Company ("USAC"), and/or the Schools and Libraries Division ("SLD") via the Form 474 Service Provider Invoice (SPI). The District will NOT file a Form 472, and will only be responsible for paying its non-discounted share of costs. Should the District, at the time of project implementation, decide that it is in the interest of the District to file a Form 472, the District will inform the vendor of its intention. The District and the successful bidder will act in a reasonable manner and comply with any Schools and Libraries Universal Service Fund Program requirements.

11. Gratuities

District policy precludes employees from accepting any gratuities from Contractors. Rebates or any other form of commission or discount must be issued to Stockton Unified School District.

12. Proprietary Information

All proposals received in response to this Request for Proposals become the property of the Stockton Unified School District. In the event a contract is awarded, all documentation, regardless of media format, produced as a result of the contract, will become the property of the Stockton Unified School District.

13. District's Representative

The District's representative will be:

Tony Lopez
Purchasing Manager
Stockton Unified School District
e-rate@stocktonusd.net

14. Term of Contract, Pricing and Renewals

Pursuant to approval by the District's Governing Board, it is anticipated the contract awarded as a result of this RFP will be for One year. Rates/pricing offered shall be firm and fixed for the first year of this agreement. Pricing shall be firm-fixed for the entire contract period.

Any decrease in prices of the products and services listed herein must result in a corresponding decrease in prices to the District for the balance of the contract period, or as long as the lower prices are in effect.

Should the District terminate this agreement, the Contractor also agrees to refrain from implementing any service termination fees or charges in the event of cancellation or termination of this agreement.

15. Default

If the Contractor refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-contractors should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

16. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the District or to the appropriate federal agencies at all reasonable times.

17. Conduct of Contractor

The Contractor agrees to inform the District of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with the interests of the District.

The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under the contract.

The Contractor shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of vendors or subcontractors in advance of official announcement.

The Contractor or employees thereof shall not offer gifts, gratuity, favors, or entertainment -- directly or indirectly -- to District employees.

18. Audit and Inspection of Records

GENERAL

The District shall have the audit and inspection rights described in this section.

COST OR PRICING DATA

If the Contractor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of the commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the District's representative(s) shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

AVAILABILITY

The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this contract, or by (a) and (b) below:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of final settlement.
- c. Records which relate to appeals under this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three (3) years after contract completion, whichever is longer.

19. Disputed Charges / Billing

In the event that the District reasonably determines that there is a material discrepancy between the contractor's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to

provide notice to the contractor, with supporting documentation illustrating the basis for bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the vendor, both parties agree to arbitration by an impartial third party. The contracted vendor shall not disrupt service to the District for such issues pending resolution.

20. Right To Acquire Equipment and Services

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent equipment and/or services from other sources, when deemed to be in the District's best interest. The District reserves the right to not enter into a contract as a result of this RFP.

21. Responsibility for Equipment, Supplies and Materials (F.O.B)

The Stockton Unified School District shall not be responsible for the storage, warehousing or staging of equipment or materials provided in the performance of the contractor's work. Except for servers, equipment and materials shall not be stored or warehoused on School District property prior to installation. Contractor shall be responsible for the proper storage of all equipment and materials to be provided in the performance of all work resultant from this RFP in accordance with manufacturer's specifications and shall be responsible for security and proper handling of such equipment and materials at the project sites. Any materials lost, stolen or damaged prior to the District's final acceptance at a respective site shall be replaced or repaired to the District's satisfaction by the Contractor at no additional cost to the District. The contractor shall be fully responsible for the delivery of materials to the job sites.

22. Bid Security

All Bids shall be accompanied by Bid Security, as defined, made payable to the District. The Bid Security shall include cash, cashier's check made payable to the District, certified check made payable to the District, or a Bid Bond executed by an admitted surety insurer. The Bid Security must be enclosed in the same envelope with the Bid. The amount of the Bid Security shall be not less than ten percent (10%) of the total amount of the Bid.

The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of its Power of Attorney as evidence of its authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

A Bid Bond will be accepted only if it is made out on either the Bid Bond form enclosed in these documents or on a form which conforms to it. The Bid Bond must be from an admitted and responsible corporate surety which is acceptable to the District, and which maintains in California at least one office for conducting business.

23. Specification Variance

The District reserves the right to waive minor variations in specifications and evaluate bid offerings and make awards considering the equipment being offered and its ability to perform the task for which it is being procured. Bids varying from District specifications in any major detail are not solicited and may be disqualified. The District's decision regarding disqualification shall be final.

24. Contract Bond

The successful bidder shall furnish a Performance Bond in the amount equivalent to 100% of the total base bid provided on the cost proposal form. The Bond shall be furnished within ten (10) days following the District's receipt of a Funding Commitment Decision Letter (FCDL) and associated Form 486 from the USAC Schools and Libraries Division (SLD).

This Bond shall be furnished in the form enclosed following the Contract and shall be satisfactory to the District and shall be obtained from a responsible corporate surety (or sureties) acceptable to the District, which is licensed by the State of California to act as surety upon bonds and undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the District. The premiums for the Bond shall be paid by the successful bidder.

If any surety becomes unacceptable to the District or fails to furnish reports as to its financial condition as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District.

In the event of any conflict between the terms of the Contract and the terms of the Bond, the terms of the Contract shall control and the Bond shall be deemed to be amended thereby. Without limiting the foregoing, the District shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the District gives the surety notice of such default at the time or before the exercise of any such right by the District, and, regardless of the terms of the Bond, the exercise of any such right by the District shall in no manner affect the liability of the surety under the Bond.

25. Execution of Contract

The successful bidder will be notified in writing by the District of the award of the Contract within ninety (90) days after opening of Bids, unless the time period is extended as provided in the Invitation to Bid. Accompanying the District's Notice of Award will be the contract, in triplicate, which the successful bidder will be required to execute and return, together with the required policies of insurance together with the required endorsements thereto for the Contractor and the workers compensation certificate, to the District within ten (10) days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as liquidated damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the District will sustain by reason of such failure. The District will promptly determine whether such Contract and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract to the successful bidder. Signature by both parties constitutes execution of the Contract

26. Equipment and Labor

The successful bidder shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to furnish the equipment and services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the work specifications attached hereto.

27. Safety and Security

The successful bidder is responsible for maintaining safety in the performance of this Contract. The successful bidder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

28. Quality of Materials and Services

The bidder certifies that all materials conform to all applicable requirements of CAL-OSHA and to all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriters Laboratories, Inc., and bear the UL label.

29. Discontinued Items and Product Substitution

In the event an item awarded under this Contract is discontinued, Contractor is required to notify the District immediately. Contract items that are discontinued by their manufacturer during the term of the Contract may be substituted with a same or similar item only if its specifications are equal to or exceed the specifications of the original item. Written documentation from the manufacturer of discontinuation and a sample of the substituted item shall be submitted directly to the District.

The District will not allow substitutions without prior written approval. Substitute items shall be evaluated by District representative to determine if the substitute item is an equivalent of the specified item. The price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Approval of a substitute product may be withheld by the District in its sole discretion.

30. Manufacturer Part Number Changes

Written documentation from manufacturers shall be submitted to the District when any changes in part numbers occur for the items bid.

31. Product Performance Standards and Warranty

The successful bidder warrants all product(s) offered in its bid against defect in product quality and workmanship. The successful bidder shall be responsible for all costs associated with the pick up and return of any equipment or supplies found to be defective. The successful bidder warrants that all equipment, products and supplies furnished, as a result of its bid, shall meet or exceed manufacturer's published specifications and performance standards. Contractor shall transfer all manufacturers' warranties to the District and shall honor all warranties offered by the manufacturer. The successful bidder shall provide warranty service notwithstanding the expiration or termination of the Contract. The District seeks minimum 3 years warranty on all products.

32. Hazardous Material/Substances

If any products being delivered or supplied under this Contract to the District are listed in the Hazardous Substances List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the successful bidder must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

33. Damage To District Property

Any damage caused by the successful bidder to District property shall be repaired by the successful bidder to its original condition at the successful bidder's expense.

34. Guaranteed Products/Newly Manufactured

All goods furnished under this Contract shall be newly manufactured and guaranteed new and usable to the satisfaction of the District. Refurbished, reconditioned, or remanufactured goods and material are prohibited under this Contract unless expressly requested by the District, in writing.

35. No Joint Venture

The Contract is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, as between District and the successful bidder. The employees and agents of successful bidder shall, while on the premises of the District, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.

36. Fingerprinting

Bidders are aware that Education Code section 45125.1 might apply to bidder's performance under the Contract. The successful bidder shall not permit any employee or subcontractor employee to perform services who may come in contact with pupils under this agreement until the DOJ has determined that the employee has not been convicted of a felony or has no felony criminal charges pending as defined in Education Code section 45125.

SPECIFICATIONS

1 Introduction

The **Stockton Unified School District**, herein referred to as **the District**, needs a solution to provide High-end Next Gen firewall and refresh its end-of-life UPS (Uninterruptable Power Supply) equipment for sites and quantities mention. The winning solution provider shall be referred to as **the vendor**. Vendor can provide either one or both products/solutions.

The Firewall solution the district seeks shall be one that supports:

- Secure all traffic, including encrypted traffic, using dedicated processing and memory for networking, security, threat prevention, and management
- Identifies and Categorizes All Applications, on All Ports, All the Time, with Full Layer 7 Inspection
- Enforces Security for Users at Any Location, on Any Device, While Adapting Policy Based on User Activity
- Detects and Prevents Advanced Threats and Malicious Activity
- Palo Alto PAN 7050 or equivalent

The UPS solution the district seeks shall be one that is easy to:

- deploy and setup,
- manage and maintain, and troubleshoot
- Managed over Network
- More details under 3.1.1

Most importantly, the solution shall also be exceptionally reliable, and shall meet the current and projected demands.

2 Scope of Work

The Scope of Work is a general guide and is not intended to be a complete list of all the work necessary to complete the project. What follows are assumed to be necessary to replace the UPSs in every MDF and IDF locations in every teaching and administrative space in the entire District.

This RFP covers the planning, design, implementation, labor, parts, documentation, knowledge transfer and product support necessary to deliver a turn-key solution that will give the District reliable power to the equipment.

2.1 Planning & Design

2.1.1 Planning

After contract award, the vendor shall codify a plan to design, deploy, test, and deliver the proposed solution.

New uninterruptible power supply at the IDF/MDF will ensure that all equipment will remain operable for at least 30 minutes after a power outage or event.

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Table 1. School Site Addresses

Number	3-LTR Abbreviation	Site	Site Type	Site Address
1	ADA	Adams Elementary	EL	6402 INGLEWOOD AV
2	AUG	August Elementary	EL	2101 SUTRO AV
3	BUS	Bush Elementary	EL	5420 FRED RUSSO DR
4	CHA	Chavez High	HS	2929 WINDFLOWER LN
5	CLE	Cleveland Elementary	EL	20 E FULTON
6	EDI	Edison High	HS	1425 S CENTER
7	EDO	El Dorado Elementary	EL	1540 N LINCOLN
8	ELM	Elmwood Elementary	EL	840 S CARDINAL AV
9	FIL	Fillmore Elementary	EL	2644 E POPLAR
10	MAT	Flora Arca Mata Elementary	EL	5600 Alexandria PI

11	FRA	Franklin High	HS	300 N GERTRUDE AV
12	FRE	Fremont Elementary	EL	2021 E FLORA
13	GRU	Grunsky Elementary	EL	1550 N SCHOOL AV
14	HAM	Hamilton Elementary	EL	2245 E ELEVENTH
15	HAR	Harrison Elementary	EL	3203 SANGUINETTI LN
16	HAZ	Hazleton Elementary	EL	535 W JEFFERSON
17	HCA	Health Careers Academy	HS	931 E. Magnolia
18	HEN	Henry Elementary	EL	1107 S WAGNER AV
19	KIG	Hong-Kingston	EL	6324 ALTURAS AV
20	HOO	Hoover Elementary	EL	2900 N KIRK AV
21	HUE	Huerta Elementary	EL	1644 S LINCOLN
22	JAN	Jane Frederick Cont.	HS	1141 N. SAN JOAQUIN ST
23	KEN	Kennedy Elementary	EL	630 PONCE DE LEON AV
24	KIN	King Elementary	EL	2640 E LAFAYETTE

25	KOH	Kohl Open	EL	4115 N. Crown
26	MAD	Madison Elementary	EL	2939 MISSION RD
27	MAR	Marshall Elementary	EL	1141 LEVER BL
28	MCK	McKinley Elementary	EL	30 W NINTH
29	MER	Merlo Env Tech	HS	1670 E. 6TH ST
30	MON	Monroe Elementary	EL	2236 E ELEVENTH
31	MOT	Montezuma Elementary	EL	2843 FARMINGTON RD
32	NIT	Nightingale Elementary (Charter)	EL	1721 E CARPENTER RD
33	PLA	Pacific Law Academy (Charter)	HS	1621 Brookside Road
34	PEY	Peyton Elementary	EL	2525 Gold Brook Drive
35	PIT	Pittman Elementary (Charter)	EL	701 E PARK
36	PUL	Pulliam Elementary	EL	230 PRESIDIO WY
37	RIO	Rio Calaveras Elementary	EL	1819 E BIANCHI RD
38	ROO	Roosevelt Elementary	EL	776 S BROADWAY AV

39	SAN	San Joaquin Elementary	EL	2020 FRESNO AV
40	SEC	SECA (Charter)	HS	349 E. Vine Street
41	SPA	Spanos Elementary	EL	536 S. California Street
42	STA	Stagg High	HS	1621 BROOKSIDE RD
43	SHS	Stockton High School	HS	22 S. Van Buren St.
44	SKI	Stockton Skills	EL	2725 W MICHIGAN AV
45	TAF	Taft Elementary	EL	419 W DOWNING AV
46	TAY	Taylor Elementary	EL	1101 LEVER BLVD
47	VAN	Van Buren Elementary	EL	1628 E TENTH
48	VIC	Victory Elementary	EL	1838 W ROSE
49	WAL	Walton Special Center	EL, Special	4131 CROWN AV
50	WAS	Washington Elementary	EL	1735 W SONORA
51	WEB	Weber Tech	HS	302 W WEBER AV
52	WIL	Wilson Elementary	EL	150 E MENDOCINO AV

Error! Reference source not found. shows the various WAP counts associated with a school site areas along with their corresponding counts for MDF/IDFs.

Table 2. School Site Counts

Stockton Unified School District						
Site Full Name	Site	IDF Count	Switch Count	1500 VA	2200 VA	Notes
Adams Elementary	ADA	4	10	2	2	
August Elementary	AUG	7	17	5	2	
Bush Elementary	BUS	11	29	7	4	
Chavez High	CHA	16	60	7	10	MDF = 2-2200
Cleveland Elementary	CLE	6	17	2	4	
Edison High	EDI	23	78	10	15	MDF, IDF12=2 2200
El Dorado Elementary	EDO	6	24	2	3	
Elmwood Elementary	ELM	6	17	3	3	
Fillmore Elementary	FIL	10	25	6	4	
Flora Mata Elementary	MAT	4	17		5	IDF3 =2- 2200
Franklin High	FRA	17	63	4	14	MDF=2 -2200
Fremont Elementary	FRE	11	30	7	4	
Grunsky Elementary	GRU	4	19	2	3	IDF9=2-2200
Hamilton Elementary	HAM	9	28	3	6	
Harrison Elementary	HAR	6	14	5	1	
Hazelton Elementary	HAZ	7	21	4	3	

Health Careers Academy	HCA	6	13	4	2	
Henry Elementary	HEN	10	29	6	4	
Hong-Kingston/Valenzuela	HON	9	21	4	5	
Hoover Elementary	HOO	7	17	4	3	
Huerta Elementary	HUE	5	13	3	2	
Jane Frederick Cont.	JF	3	4	1	2	
Kennedy Elementary	KEN	7	24	2	5	
King Elementary	KIN	9	29	6	3	
Kohl Elementary	KOH	7	16	6	1	
Madison Elementary	MAD	2	18	0	2	
Marshall Elementary	MAR	7	22	3	4	
McKinley Elementary	MNK	7	19	4	3	
Merlo Env Tech	MER	5	18	1	4	IDF2 =2200
Monroe Elementary	MON	5	12	3	2	
Montezuma Elementary	MOT	8	19	4	4	
Nightingale Elementary	NIT	6	15	3	3	
Pacific Law Academy	PLA	4	15	2	3	IDF1-(PSA) =2200. Verify PSA exists
Peyton Elementary	PEY	7	23	2	5	
Pittman Elementary	PIT	7	17	3	4	
Pulliam Elementary	PUL	7	19	2	5	
Rio Calaveras Elementary	RIO	8	23	3	5	
Roosevelt Elementary	ROO	7	19	2	5	
San Joaquin Elementary	SJO	7	19	4	3	

SECA (Charter)	SEC	8	20	4	4			
Spanos Elementary	SPA	4	18	1	3			
Stagg High	STA	19	46	10	10	MDF=2-2200		
Stockton High School	SHS	4	11	2	2			
Stockton Skills	SKI	6	23		6			
Taft Elementary	TAF	6	14	3	3			
Taylor Elementary	TAY	8	21	3	5			
Van Buren Elementary	VAN	6	18	2	4			
Victory Elementary	VIC	3	15	0	3			
Walton Special Center	WAL	3	9	0	3			
Washington Elementary	WAS	3	8	2	1			
Weber Tech	WEB	4	24	0	4			
Wilson Elementary	WIL	4	9	4	1			

	Total	1500 VA	2200 VA
UPS Count	383	172	211
Patch Cables	383		Ethernet patch cable, color Blue

2.1.2 Cutover

The vendor is responsible for placing the new system and components into service. At all times, the provider is to ensure that minimal service interruptions are presented to the District. This will require the provider to return as many times as necessary in the future and provide all labor necessary to activate designated services.

The District recognizes that it will take some time to perform the equipment replacement. To ensure that the day-to-day business of running a school district, school administration, and teaching students aren't interrupted, the vendor shall comply with the requirements and adjust their schedule accordingly.

2.1.3 Working Hours

Project work at all sites shall be scheduled in a way not to interfere with the daily operations of any sites. Any exceptions shall be approved and coordinated with the District appointed technical contact.

2.1.4 Documentation and Knowledge Transfer

Documentation and knowledge transfer are necessary to ensure a smooth transition from implementation to production.

The vendor shall account for time necessary to perform knowledge transfer before the District Information Services department takes full operational control of the solution.

Documentation in electronic format, for all equipment and software solutions, shall be provided to the District.

3 Requirements

3.1 Technical

This section enumerates the technical requirements for the proposed solution the District seeks.

3.1.1 Uninterruptable Power Supply

3.1.1.1 Specifications and Quantity

The Uninterruptable Power Supply is located at all IDF/MDF. It allows the school districts network both wired and wireless to continue running during a power outage or event.

The site IDF/MDF Uninterruptable Power Supply shall meet these minimum requirements:

- 20 minutes of runtime minimum
- Web Management enabled (NIC Cards)1313
 - Ethernet Port Capable 100Mb or better
 - Supports Protocols: HTTPS, SMTP, DHCP/Manual, SSH, SNMPv2/SNMPv3
- Power Management Software capable
- UPS Self-test logs, alert logs
- Front Display
- Battery add-ons capability
- Configure all equipment on the network, setup alerts and knowledge transfer
- For 2200 Output (VA)
 - 1920 Output Watts
 - 8 Output 5-15R/5-20R
 - Single-Phase
 - Lithium Iron Phosphate Battery
 - 5 Year Warranty
 - 2-Post Rack Mount
 - 2U Rack Height
 - 489 mm UPS Depth or Less
- For 1500 Output (VA)
 - 1440 Output Watts

- o 8 Output 5/15R
- o Single-Phase
- o Lithium Iron Phosphate Battery
- o 5 Year Warranty
- o 2-Post Rack Mount
- o 2U Rack Height
- o 494 mm UPS Depth or Less

3.1.2 Firewall Solution

3.1.2.1 *Specifications*

Ports and types (multiple ISP setup)

Setup/Configuration/ Multiple ISP support

Throughput:

Firewall throughput 120 Gbps minimum

Threat prevention throughput 60 Gbps minimum

IPSec VPN throughput 24 Gbps minimum

Modules & Licenses:

Need to support up to 60 school sites at a minimum of 10Gb

Need to support up to 2 ISPs at 40/100 Gb

Need to support up to 2 40/100 Gb for OnPrem Server Infrastructure

Support

Platinum 5-yr support – 4-hour premium support

SD-WAN subscription 5-year

Global Protect subscription 5-year

Threat prevention subscription 5-year

PANDB URL Filtering subscription 5-year

DNS Security subscription 5-year

WildFire subscription 5-year

IOT subscription 5-year

Protocols/Network Services

SDWAN, OSPF, BGP, Virtual Routing, Virtual Systems, Client & Clientless VPN, QOS, NAT, Security Zones, L2 Forwarding, Multicast, IPSEC VPN,

3.2 AIOPS. AIOps (Artificial Intelligence for IT operations) combines big data and machine learning to automate IT operations processes, including event correlation, anomaly detection and causality determination.

3.3 Knowledge Transfer

Knowledge transfer is crucial to the proper solution handoff. The knowledge transfer shall include, but is not limited to:

- Technical overview of the solution and how it was deployed.
- How to setup and deploy a Firewall
- How to manage and maintain the system
- How to troubleshoot and get technical support

The time frame for knowledge transfer shall be included as part of the overall schedule.

3.4 Project Management

The deployment of the solution is envisioned to take over a period of several months. The vendor shall provide details of their approach to project management methodology and technology solution implementation. The vendor must describe how their solution and testing methodology will meet the requirements of this RFP.

3.5 Installation (UPS and/or Firewall)

The vendor must include details of the installation schedule. A rollout plan for installation of all new equipment, removing old equipment must be included, detailing timelines, labor, and parts required. Any dependencies on District staff for installation must also be specified. Preferred vendor provided turn-key solution.

The vendor shall use existing power cables, racks, and connectivity to deploy the active components provided by this solution.

The vendor must indicate if there are any requirements for Electrical Renovations and Mechanical Renovations. The District isn't expecting this, but if it is needed to accommodate the solution, it must be part of the solution proposal.

3.6 Acceptance Testing

The vendor may perform all required testing for satisfactory performance of the solution after deployment. NOTE: If the required testing becomes part of your implementation plan, all costs associated to these surveys must be disclosed.

The vendor shall include a post-installation plan for acceptance of their solution deployment.

The vendor shall perform their own thorough testing of network performance before handing over the system for District Information Services acceptance testing. This testing may be accomplished through the use of network performance tools.

The vendor shall: (for firewall)

- Demonstrate that the firewall solution interoperates correctly with the existing network.
- Simulate a complete user environment by running emulated or actual data and video streams simultaneously on the wireless network.

- Report on throughput, uptime, latency, jitter, QOS activity, and packet loss experienced during these tests.
- Demonstrate that the functionality of all operating systems in use and various mobile devices, operate as expected over the wireless network.
- Demonstrate client authentication, VLAN assignment, SSID assignment, and security settings.
- Demonstrate guest access/authentication.

The vendor shall: (for UPSs)

- Remove and install UPSs.
- Connect to network and provision of remote management and alert system on the UPSs.

The system shall be subject to and must pass acceptance tests performed by the District technical staff.

The vendor shall build in up to 30 days duration of post-installation to ensure any tuning, troubleshooting, and enhancements are completed before the solution is accepted by the District. District Information Services has to accept that all features in the system are fully functional and operates to their satisfaction.

It should be understood, that the cost for acceptance testing shall be the responsibility of the selected vendor.

3.7 Documentation

3.7.1 E-RATE Documentation

E-RATE demands that every device that is serialized (i.e. has a serial number) shall be documented. The documentation shall be a list of those devices that includes:

- Serial number
- Product number
- Make and model
- Location where installed
- Date installed
- Device label (the label shall follow the District labeling scheme)

3.7.2 User Documentation

The following documentation shall be provided at delivery of equipment.

- System Administration and equipment manuals
- Knowledge transfer documentation

Documentation shall be delivered in electronic form via USB drive (2 copies).

3.7.3 Labeling

This RFP requires the Vendor to label UPS units as follows:

- shall be labeled using the District's network labeling scheme
- It shall include an E-RATE indication-- "E-RATE FY 2023"

The ports used by the UPSs on the switches shall be labeled as well. Specifically, within the switch configuration, the port description for the ports used by the UPSs shall be labeled using the District standard.

3.8 Warranty and Service

The vendor shall provide warranty and service that is compliant with E-RATE rules. In the event that E-RATE rules conflict with any requirements below, E-RATE rules shall apply.

3.8.1 WARRANTY

It should be understood that the warranty period shall not begin until the equipment/system is approved by Information Systems at the respective site.

- Indicate the warranty period for this equipment/system, as well as, all of its components. Include details on exclusions or limitations.
- For the duration of the warranty period the equipment shall be maintained by the vendor at a level satisfactory to the District.

3.8.2 SERVICE

- Please provide cost of three (3) year post warranty full service contract.
- Indicate where servicing can be carried out in the event of failure of the equipment/system and/or one of the components of this system.
- Indicate location (s) of service technicians.
- Indicate how many service technicians are located at this location.
- Is there website access? If so, provide the address.
- Indicate your Guarantees on the following:
 - Uptime
 - Response time for service calls placed Monday to Friday between the hours of 8:00am & 4:00pm;
 - Response time for service calls placed OUTSIDE OF Monday to Friday between 8:00am & 4:00pm;
 - On-site Response time for service calls placed Monday to Friday between the hours of 8:00am & 4:00pm;
 - On-site Response time for service calls placed OUTSIDE OF Monday to Friday between 8:00am & 4:00pm;
- Indicate the location of where spare parts can be obtained during both warranty and non-warranty period.
- Indicate the parts supply time Guarantee and what remedy will be available should this guarantee not be met.
- Indicate if loaner equipment is able to be provided for use during repairs both during the warranty and out of warranty periods.
- Based upon vendor/manufacturer experience, include details of:
 - replacement parts based on expected incidence of breakdowns & wearing out of parts;
 - mean time between failures

3.8.3 Firmware/Software Service

- Provide policy on notification of hardware and software updates on this equipment/system through its life expectancy.
- Provide a description of the upgrade policy after warranty periods and indicate if there will be a chargeable fee. Do not include the fee in this section; any costs related must be included in the pricing tables,
- Indicate if all functional software upgrades will be provided free of charge during the warranty period.

3.9 Spare Parts

Vendor to provide the District with a listing of suggested parts.

Vendor represents and warrants that all parts supplied to the District are in compliance with the Original Equipment Manufacturer's (OEM) specifications for such parts.

3.10 Product Support

End-of-life, end-of-sale, and end-of-support dates for components of the proposed solution must be clearly specified.

3.11 Recurring Technology Issues

During the manufacturer warranty period and/or extended warranty period, the contracted vendor will be responsible to rectify all outstanding issues and be responsible for all costs associated with the repairs.

3.12 Date of Manufacture

All equipment supplied to the District shall be new and have been manufactured within six (6) months of delivery.

3.13 References

Vendors must include three references for the installation of this equipment from K12 customers within North America, complete with names, email addresses, and a phone numbers, so that the District may contact such references.

The referenced customer shall be of similar size in terms of UPS counts (at least 300 UPSs) and staff/student population (at least 20,000).

4 Basis of Selection

- The bid must be considered responsive. To be responsive, a bid must meet all of the mandatory requirements of this RFP. Otherwise, a bid is given no further consideration.
- Responsive proposals shall be evaluation based on the following selection criteria:
 - Price of E-RATE Eligible Goods and Services (50 points)
 - Project Management Approach (PM, implementation, installation plan) (15 points)
 - Experience and Knowledge of Proposed Solution (15 points)
 - Service Level and Warranty (10 points)
 - Reference and Vendor Profile (10 points)
- The District reserves the right, at its discretion, to clarify any bid after closing by seeking further information from that bidder without becoming obligated to clarify or seek further

information from any or all other bidders. However, any clarifications sought will not be an opportunity either to correct errors or change their bids in any substantive manner.

Trade Names and Alternatives

1.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

END OF SPECIFICATIONS

Proposal Page

Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, including all sales and use taxes, surcharges, fees, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the:

Internal Connections

RFP No. 23.005

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of Purchasing

Manager of District for the sum of: _____.

Important Note: All bidders must provide a complete unit price itemization for all materials to be provided pursuant to the specifications and scope of work provided herein. Failure to provide the required itemization will result in rejection of the bid. The itemization shall be included in Section VII of the proposal.

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____, 20__ at _____ County, California

Proper Name of Bidder _____

By _____

Signature Of Bidder _____

Service Provider Identification No. (SPIN) _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address:

Place of Residence:

Telephone: ()

AGREEMENT

This Agreement is entered into this _____ day of _____, 2022, by and between the Stockton Unified School District, hereinafter referred to as "District", and _____ hereinafter referred to as "Contractor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from _____ through _____. However, upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be annually renewed for up to five (5) consecutive years.

II

WORK

Contractor shall perform and render all services as prescribed and required by the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of bid package No. 809 and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

The services provided under this contract are contingent upon Stockton Unified School District receiving a formal federal E-Rate USAC/SLD letter of commitment or, when applicable, funding by the California Teleconnect Fund. District reserves the right to terminate the Agreement if the District is not fully funded, does not receive funds, or if funding is discontinued and no termination penalties shall apply.

IV

NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Governing Board for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

V

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

VI

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VII

METHOD OF PAYMENT

Payment will be made after completion of all work and acceptance by the District, and receipt of auditable invoice.

VIII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Specifications, and all documents forming a part of bid package No. 809, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

IX

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

CONTRACTOR:

DISTRICT:

Stockton Unified School District

License No. _____

By _____

By _____

Title Chief Business Official

Title _____

Date _____

Date: _____

Governing Board Date: _____

(Corporate Seal)

A.

PERFORMANCE BOND TO ACCOMPANY CONTRACT

Know All Men by These Presents:

THAT WHEREAS, the STOCKTON UNIFIED SCHOOL DISTRICT has awarded to _____

_____,
as principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

_____ PROJECT

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the STOCKTON UNIFIED SCHOOL DISTRICT, in the sum of _____ dollars (\$_____), to be paid to the said _____, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

The CONDITION of this obligation is such,

That if the above Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the STOCKTON UNIFIED SCHOOL DISTRICT, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond the said surety or sureties shall pay all court costs, expenses and the reasonable attorney's fees fixed by the court in the event the claimant is deemed to be the prevailing party.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____
_____ day of _____, A.D., 20____.

Contractor

(This bond must be signed and
acknowledged by both Principal
and Surety before a Notary Public,
and acknowledgments, with
Notarial Seals, attached hereto.)

_____(Seal)

Surety

Attorney-in-fact

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid 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 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.

- 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: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- 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 must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. 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, 2022.
- f. 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).
- g. 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.
- h. 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.**
- i. 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.
- j. 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 <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at

USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) 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 all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. 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.
- d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. 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 – Category 1 Services


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 2022 funding year (July 1, 2022). 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. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

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).

However, NO INVOICING can take place prior to July 1 of the funding year.

5) 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, certification and USAC approval 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.

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.

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

Signature: _____ **Title:**

Phone Number: _____ **Email:**

Service Provider Name:
