



• UNION SCHOOL DISTRICT •

**RFP 2324-02
REQUEST FOR PROPOSALS
for
TECHNOLOGY EQUIPMENT (E-RATE)**

470: 240001012

Submittal Due on or Before:
November 28, 2023 at 11:00:00 AM

Deliver To:

**Del Mar Union School District
11232 El Camino Real, Ste. 100
San Diego, CA 92130
Attention: Marley Nelms**

For Additional Information Please Contact:
Marley Nelms, Director of Business Support Services

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When reviewing a bid, vendors should click the "Follow" for update notifications regarding **Form 470: 240001012**. It is the vendor's responsibility to check the USAC website: <https://www.usac.org/e-rate/> and the District, website: <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities/index.html> for any addendums.

INSTRUCTIONS AND CONDITIONS

In accordance with Public Contract Code 20111, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Del Mar Union School District, County of San Diego, State of California, will receive sealed proposals up to but no later than 11:00:00am on November 28, 2023, in the Business Services Department located at 11232 El Camino Real, San Diego, CA 92130 for the following bid:

Request for Proposal – RFP 2324-02 Technology Equipment (E-Rate)

RFP packets can be obtained at the district’s website: <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities/index.html> or by emailing mnelms@dmusd.org. Each proposal must conform and be responsive to this invitation, the instructions and conditions, the specifications, and all other documents comprising the pertinent contract documents. The district reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for opening.

The District reserves the right to extend the due date and request proposal responses if no proposals are received by the original due date.

Must be authorized vendor registered with the USAC (Universal Service Administrative Company) at time of services rendered. 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. If E-Rate is not 100% funded or if is not in the best interest of the District, the District reserves the right to reject or extend part or the entire proposal.

TIMELINE

Initial RFP Posting & Official Notice	Tuesday, October 31, 2023
RFP Questions Due from Proposers	Monday, November 13, 2023 by 11:00:00 AM
Districts Response to Questions	Monday, November, 20, 2023
RFP Responses Due	Tuesday, November 28, 2023 by 11:00:00 AM
Board Approval	Wednesday, December 13, 2023*
Notification of Selected Vendor	Thursday, December 14, 2023*

* Subject to change at District discretion

CONTACT

Any questions regarding this process should be directed to mnelms@dmusd.org. Questions must be received by Monday, November 13, 2023, by 11:00:00 AM

PREPARATION OF PROPOSAL FORM

Please prepare your proposals on the form attached to be submitted at such time and place as is stated in the notice to Vendors calling for proposal. **Provide (4) hard copy proposals, one (1) of which must be marked ORIGINAL, also include a Thumbdrive containing an electronic copy in addition to the (4) hard copies.** All blanks in the Proposal Form must be appropriately filled in, and all prices must be stated in words and figures. All proposals submitted must be in sealed envelopes bearing on the outside the name of the proposer, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposer to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened.

Encyclopedic proposals which do not specify the products or services that will meet the scope and requirements specified may be disqualified.

BRAND NAMES AND NUMBERS

1. Brand names and numbers when given in Specifications are for reference. Proposals on equivalent items will be considered provided the proposal clearly describes the article offered and it is equivalent in quality and utility.
2. State brand and model on each item. If proposing other than the make, model, or brand specified in the specifications, state the item offered by the manufacturer’s name and model number. Unless the proposer clearly indicated in his proposal that he is offering an “equal” product, his proposal shall be considered as offering the brand name product referenced in the invitation for proposals.

PROPOSE SEPARATELY

Propose on each item separately. Prices should be stated in units specified in Specifications. If standard packaging is not consistent with proposal, so indicate on Specifications.

SIGNING OF PROPOSALS

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The proposer’s legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

QUALIFICATIONS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

All proposers may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the District, or who is a defaulter as surety, vendor or otherwise within the past twelve (12) months.

AWARD OF CONTRACT

1. Proposals will be evaluated on the following criteria:

E-Rate Eligible Cost	35%
Methodology and Service Level (cost of change, delivery timeframe, technology, account support team)	30%
Experience, Financial Soundness, experience with District or references	25%
Experience with E-rate program	10%

2. A written purchase order mailed or otherwise furnished to the successful vendor within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

The District reserves the right to exercise voluntary extensions to contracts.

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

ASSIGNABILITY

A contract is not assignable by vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

WARRANTY

Vendor warrants to the District, that the goods and/or services covered by this order will conform to the specifications, samples, description, and time provisions furnished by the District, and will be of first class material and workmanship and free from defects; and the District, reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the District, and risk of loss before acceptance shall be on vendor. Defective goods rejected by the District, may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

The vendor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials discovered and made known to vendor within one (1) year from the filing of the Notice of Completion shall be made good by vendor without additional expense to the District.

COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the specifications thereof, or the same submitted by the vendor with his proposal, the District may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the District and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the vendor fail, neglect, or refuse to do so. The District shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the District. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the District, to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.
2. Cost of inspection of materials and/or services provided which do not meet specifications will be

at the expense of the vendor.

3. The rights and remedies of the District provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for the specified E-rate year, unless the offering party in writing allows for a longer period of time.

1. Any cash discounts given to the District, must be so stated on the proposal.
2. Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
3. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work proposal upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the proposal. No oral or telephonic modification of any proposal submitted will be considered.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

INTERPRETATION OF DOCUMENTS

If a proposer for the proposed contract is in doubt as to the meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, proposer may submit to Marley Nelms, Business Services and Purchasing Supervisor, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP documents will be made only by addendums duly issued and posted on USAC'S and the District's websites: <https://www.usac.org/e-rate/> and <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities/index.html>
No oral interpretation of any provision in the contract documents will be made to any proposer.

PROPOSERS 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 alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has quoted prices or materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or making a prime proposal.

EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a proposer whose proposal is under consideration for award shall submit promptly to the District's satisfaction evidence showing the proposer's financial resources, experience, and organization for the performance of the contract.

SUBMISSION OF PROPOSALS TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN

Please submit proposals on the form attached to be submitted at such time and place as is stated in the notice to Vendors calling for proposal. **Provide (4) hard copy proposals, one (1) of which must be marked ORIGINAL, also include a Thumb drive containing an electronic copy in addition to the (4) hard copies.** In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

AFFIRMATIVE ACTION

1. The proposer shall comply with the Affirmative Action Employment Program.
2. The proposer shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

PUBLIC WORKS: Completion of this contract may require a service provider to install equipment and cabling which will increase the scope of this RFP and cause it to become subject to public works requirements. To the extent the project is considered to be a public works project, it will be subject to all applicable provisions of the Public Contract Code, Labor Code, and other laws, regulations, rules and other governmental requirements relating to public works construction, including, without limitation, requirements for payment of prevailing wages, and the successful vendor shall be required to know and comply with any and all such applicable requirements.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the successful vendor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the successful vendor, without further acknowledgement by the parties.

Any contractor participating in this opportunity must have a valid California Class A-General Engineering Contractor's license and/or a California Class C-4 Contractor's license.

The successful Proposer and each of its subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract (“Prevailing Wages”). A copy of the per diem rates of Prevailing Wages applicable to the Project is on file and available for review at <http://www.dir.ca.gov/dlsr/pwd/index.htm>

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, certificate 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 vendor’s proposal and may award the contract to the next responsible vendor or may reject all proposals and call for new proposals.

HOLD HARMLESS: The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

INSURANCE: The successful vendor shall maintain adequate insurance to protect itself and the District from claims for damages or personal injury, including but not limited to, death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District. The successful vendor shall be required to file the following proof of such insurance with the District prior to receiving authorization to proceed on a contract:

1. **Commercial General Liability (CGL):** CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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**

- A. District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.
- B. 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.
- C. 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/>.
- D. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the RFP is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/regEntityType.do>.
- E. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the RFP is submitted. Any potential respondent found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html.
- F. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice USAC before July 1, 2024, although the district may be invoiced prior to this date.
- G. 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).
- H. 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.
- 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 Proposer on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>.
- 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 RFP 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). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the District being charged in excess of lowest corresponding price.
- D. 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 District from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the District, USAC, or the FCC request it.
- E. Service Provider acknowledges that it is following FCC Order FCC 19-121, which bars the use of USF subsidies to fund equipment, components, and services from "covered" companies, their parents, affiliates and subsidiaries, deemed to be a national security risk.
- F. The successful vendor shall be responsible for providing the District on a timely basis with the applicable E-Rate documents (such as the item 21 attachments and any certifications grids or forms) and for providing discounts in accordance with E-Rate program rules and requirements on a timely basis. It is the vendor's responsibility to maintain an invoicing and accounting system to track E-Rate discounts in a manner that is readily understandable by the District.

4. STARTING SERVICES/ADVANCE INSTALLATION

The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date". E-Rate eligible goods and/or services requested in this RFP may be installed as early as April 1, 2024, if USAC is invoiced on, or after July 1, 2024. No invoices to USAC may be dated 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, as well as costs ineligible for E-Rate funding, 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 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount. However, 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 agree 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, and are fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature

Typed or Printed Name

Title

Company

Phone Number

Email

SPECIFICATIONS AND PROPOSAL FORM

SCOPE

The District is seeking labor/installation and programming/configuration for twenty-six (26) switches and network modules.

The District is seeking districtwide technology equipment which includes, switches, network modules, and Small Form-factor Pluggable (SFP) interfaces. The District requires vendor installation and configuration services for switches and network modules. Purchases commencing 04/01/2024 or later through 09/30/2025. No billing or payment can be made before 07/1/2024. The District prefers SPI Method of E-Rate Reimbursement.

Vendor must include costs for configuration and installation of equipment. Product must be equivalent to product listed.

Vendor must indicate the percentage of the product that is E-rate eligible Include any taxes, fees, surcharges, and delivery fees.

The quantities are estimates. Vendors must outline the ability to add new equipment.

Vendors must include a narrative regarding their methodology and installation processes.

Vendor must describe their financial soundness and also include their experience with School Districts and the E-rate program.

Vendor should include a timeline for delivery and installation.

_____ number of days after receipt of Purchase Order

If a Service Provider chooses to bid another manufacturer than is preferred, please provide supporting documentation with your bid response demonstrating its functional equivalency. Vendor shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their offer, and that it has the certification/ specialization level required by Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements. Unless otherwise specified, Vendor shall warrant that the products are new, in their original box. The Vendor confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase. Vendor shall provide the District with a copy of the End User license agreement and shall warrant that all Manufacturer software is licensed originally to the District as the original licensee authorized to use the Manufacturer Software. In the event there are questions pertaining to the validity of the products, the District reserves the right to verify the origin of the products with the manufacturer. In the event the products have been acquired from unauthorized channels, the District further reserves the right to reject the Vendor bid and/or return the products for a full refund.

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in 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, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with this RFP, all in strict conformity with the specifications and other contract documents.

Description	Part # or equivalent	Qty	Unit Cost E-Rate Eligible	Extended Cost E-Rate Eligible	Unit Cost E-Rate ineligible	Extended Cost E-Rate Eligible
Switches	Cisco C9300X-12Y EDU	2	\$	\$	\$	\$
Switches	Cisco C9300X-24UX EDU	5	\$	\$	\$	\$
Network Modules	4 port 1gb network modules	2	\$	\$	\$	\$
Switches	Cisco C9300-48UXM EDU	19	\$	\$	\$	\$
Network Modules	4 port 1gb network modules	9	\$	\$	\$	\$
Network Modules	4 port 10gb network modules	2	\$	\$	\$	\$
Small Form-factor Pluggable (SFP) multi-mode	1gb	17	\$	\$	\$	\$
Small Form-factor Pluggable (SFP) multi-mode	10gb	2	\$	\$	\$	\$
Labor/installation	Cisco switches	26	\$	\$	\$	\$
Programming/Configuration	Cisco switches	26	\$	\$	\$	\$
DNA Licensing	Cisco switches	26	\$	\$	\$	\$
Tax 7.75%			\$	\$	\$	\$
Grand Total			\$	\$	\$	\$

GRAND TOTALS MUST BE CALCULATED CORRECTLY. PROPOSALS THAT DO NOT HAVE GRAND TOTALS CALCULATED CORRECTLY ARE AT RISK OF RECEIVING A ZERO-TO-LOW SCORE FOR COST CRITERIA DURING THE EVALUATION PROCESS.

Switches and Network Modules: Vendor will need to install and configure 26 switches and network modules to replace the existing equipment currently in use.

NO QUOTE IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY

FIRM NAME: _____

ADDRESS: _____

CITY & ZIP: _____

TELEPHONE: _____ FAX: _____

USAC SPIN NUMBER: _____

FIRM NAME AS REGISTERED WITH USAC/SLD: _____

SIGNATURE: _____ DATE: _____

(Authorized Agent)

NAME: _____ TITLE: _____

(Please Print)

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM NAME: _____

TITLE OF OFFICER SIGNING: _____

SIGNATURE: _____

DATE: _____

**CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700.

“Every employer except the State and all political subdivisions or institutions thereof, 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 a 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 or her 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.

Signature: _____

(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.)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 41007), Division 5, Title 1 of the Government Code of the State of California, and any amendments thereof, each proposer shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor’s total proposal; and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this proposal.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor’s total proposal, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any on other than the original subcontractor listed in the original proposal , or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor’s total proposal as to which his original proposal did not designate a subcontractor , except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portions of the work in excess of one-half of one percent of the prime contractor’s total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and only after finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

<u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION & PLACE OF BUSINESS</u>

CONTRACTOR’S NAME

SIGNATURE

NONCOLLUSION DECLARATION

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, 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 under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 202_, at

_____, California

Authority: Public Contract Code 7106
CCP 2015.5

AGREEMENT

THIS AGREEMENT made this ___ day of _____ 2023, in the County of San Diego, State of California, by and between the Del Mar Union School District, here in after called DISTRICT, and _____, hereinafter called VENDOR.

WITNESSETH that the DISTRICT and the VENDOR for the considerations stated herein agree as follows:

ARTICLE 1 – SCOPE OF WORK. The VENDOR shall perform within the time stipulated the contract as herein defined, and shall provide all product, shipping, and delivery to complete in a workmanlike manner all of the work required in connection with the following titled project: RFP 2324-02 Technology Equipment (E-Rate) in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 – CONTRACT PRICE. The District shall pay to the VENDOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum as stated on the itemized bid form.

The expenditure through this bid will be: \$ _____

ARTICLE 3 – CONTRACT TERM. Contract will be from July 1, 2024 thru September 30, 2025. With two (2) optional 1-year extensions.

ARTICLE 4 – COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- o RFP Instructions and Conditions
- o E-Rate Supplemental Terms and Conditions
- o Product Specifications
- o Proposal Form
- o Non-Collusion Declaration Form
- o Nondiscrimination by Supplier
- o Sub-Contractors List Attachment
- o Workers Compensation
- o Agreement

All of the above-named contract documents are intended to be complementary. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties on the day and year first written above.

VENDOR NAME:

DEL MAR UNION SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: Holly McClurg, Ph.D.

Title: _____

Title: Superintendent