

# REQUEST FOR PROPOSAL

Network Electronics

## NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT

31400 S. KOSTER ROAD  
TRACY, CA 95304

### OWNER'S REPRESENTATIVE:



COMMUNICATIONS AND CONSULTING

PO Box 999 • Bakersfield, Ca. • 93302  
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[www.infinitycomm.com](http://www.infinitycomm.com)

Project #

0356-17C.1

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Set #

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## BID INTRODUCTION

**NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT**, here after referred to as Owner or District, is seeking proposal from qualified Bidders to furnish specialized technology equipment. The Owner and their governing board have determined that it is in the best interest of the Owner to procure these goods through the State Master Contract/Piggy-Back. Owner intends to award a contract for services to the qualified bidders whose proposal is the most advantageous to the school district.

**Any and all updated project information, forms, including addenda, will be distributed thru the project website, located at <https://www.infinitycomm.com/menus/projects.html>. All of these documents shall be made part of and material to the contract for services.**

In addition to the aforementioned project website, information will be made available on the E-rate Productivity Center (EPC) at <https://portal.usac.org/suite/>. The information posted to this site is not trackable and all prospective participants must utilize the noted project website in order to receive any & all notifications pertaining to this bid.

The Owner expects that the bidder include all project information, including addenda in their proposed bid price. Failure of the bidder to include all addenda in their bid will result in the Owner rejecting their bid.

All bidders interested in providing a proposal for this project must deliver their proposal in a sealed envelope to **Infinity Communications & Consulting, Inc. 4909 Calloway Drive, Bakersfield, CA 93312**, no later than **February 13, 2018** by **10:00 am**. Bids received after the due date or other locations will not be accepted.

All inquiries concerning the project should be directed to the Owner's Representative. All request for

Attention: Ray Valenzuela  
Infinity Communications and Consulting, Inc.,  
4909 Calloway Dr.  
Bakersfield, Ca. 93312  
(661) 716-1840 Phone  
(661) 761-1841 Fax  
[p2bids@infinitycomm.com](mailto:p2bids@infinitycomm.com)

# INSTRUCTIONS TO BIDDERS

**READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME OWNER.**

## PREPARATION OF BID FORMS

The Bidder's price shall be submitted on the prescribed Proposal Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures as so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

## FORM AND DELIVERY OF BIDS

The bid must conform and be responsive to all Project documents and shall be made on the Proposal Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the location specified in the Bid Introduction section above. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.

## PROPOSAL REQUIREMENTS

Bidder shall supply three (3) copies of their complete bid package in the proposal submission. Proposals shall include the following:

1. **Proposal Narrative** – The bidder will include with their proposal a written narrative, detailing the means, methods, the bidder intends to employ to perform the services requested in this RFP. The Proposal Narrative shall not exceed **2** pages (page limit excludes RFP Forms and Electronic Item 21 Attachment Sheets) The proposal narrative shall include at a minimum:
  - a. A brief description of the bidder, and their relevant history in the market place.
2. **Proposal Form** - The bidder shall provide their price on the provided "Proposal Form". If the bidder wishes to propose "Alternate" pricing and/or product options, they may do so only in addition to supplying a "Proposal Form" for the requested service. A brief description and scope of the Base Bid, Additive Alternates and Contingency Fee are supplied below:

### **Base Bid**

The Base Bid Price shall **include** all material, sales tax and shipping/handling costs to complete the work described in this RFP.

*\*Contractor will be required to provide Site pricing for billing and funding allocation purposes.*

### **Basic Maintenance**

The Basic Maintenance Price shall **include** any additional maintenance required for all material, sales tax and labor to complete the work described in this RFP and the associated Design Documents.

### **Additive Alternate #1**

The Additive Alternate #1 Price shall **include** all material, sales tax and shipping/handling costs to complete the work described in this RFP.

*\*Contractor will be required to provide Site pricing for billing and funding allocation purposes.*

### **Contingency Fee**

The Bidder shall include their Contingency Fee amount, if it is a standard business practice of the bidder.

3. **Contingency Fee as A Standard Practice** - The Bidder shall complete and submit with their proposal the attached form to demonstrate whether or not a Contingency Fee is a standard business practice of the bidder. If the bidder elects to offer the Contingency Fee, the bidder agrees that the Contingency Fee will be used for adds, moves and changes requested by the Owner during the construction process for eligible services only. If the Owner does not request adds, moves or changes the E-rate eligible committed funding amount of the contingency will be given back to the E-rate program.

4. **Electronic Item 21 Attachment Sheet** – The bidder shall provide itemized pricing for all equipment to be included in this Bid Response **BY SITE**. Pricing shall include E-rate eligibility, materials, labor, tax, shipping and any other associated charges. This will be provided in the included spreadsheet format.

Due to filing requirements, an electronic copy will be required at the time of bid.

Acceptable formats: CD, DVD and thumb drive. Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be considered for bid dismissal.

5. **Substitution Listing** – The Bidder may, if they so choose, propose to “substitute “ product that they deem “equal” or “better” to the specified products that was not “Pre-Approved” prior to the Bid Date. Contractor shall list the approved product(s) with the corresponding proposed substituted product(s). The Bidder shall bear the sole responsibility to provide the supporting documentation to validate their claim that the proposed substituted items are equal or exceeds the specified products.
6. **Noncollusion Affidavit** – In accordance with the provisions of Section 7106 of the Public Contract Code, bid must be accompanied by a noncollusion affidavit. Bidder shall submit a notarized copy of the form with their bid response.
7. **State Master Contract Form** – The bidder will include in their response a list of the of the State Master Contract numbers that will be utilized to complete the proposed Scope of Work.
8. **Service Provider Agreement and “E-rate Attachment”** –The Owner intends to use the Service Provider’s supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider supplied agreement must incorporate the Owner’s “E-rate Attachment” as a part of that Service Agreement. The bidder will include two (2) signed and dated copies of their Service Agreement including the attached “E-rate Attachment” with their bid proposal. Once all proposals have been received, and evaluated, the Owner will sign, date, and return the successful bidder’s agreement(s).

# GENERAL INFORMATION

## SCOPE OF WORK

Bidder shall be responsible to drop ship all materials as shown on the attached "Exhibit A – New Jerusalem Elementary School District Equipment Schedule". Bidder's price shall include all costs to perform and/or provide all requirements set forth in this "Scope of Work", as described in the Request for Proposal documents and as shown on the Exhibits. It is the responsibility of the Bidder to supply a complete and qualified quote. If the bidder feels that the requested service described is not complete, the Bidder must address their specific concerns in writing to the Owner before submitting a quote. The Owner will not be responsible for additional costs incurred by the bidder due to the submission of an incomplete bid.

### **Contractor's scope shall include:**

1. Provide and deliver all equipment as shown on "Exhibit A – New Jerusalem Elementary School District Equipment Schedule".
  - a. All materials shall be delivered to New Jerusalem Elementary School District New Jerusalem Elementary School District, located at 31400 Koster Road Tracy, California 95304.
  - b. Bidder's proposal shall include all shipping, handling, and applicable sales tax.
2. Provide a minimum of 12 months of manufacture's warranties for all equipment listed on the "Exhibit A – New Jerusalem Elementary School District Equipment Schedule."

All material and equipment to be installed on this project will be "new". If the Owner/Owner's Representative discovers that "used" material or equipment has been installed on this project the Contractor will be required to replace said materials and/or equipment with "new" products at no additional cost to the Owner.

1. "New" - Materials and products manufactured within one (1) year prior to installation, and meet or exceed the latest published specifications of the manufacture. Also these materials and equipment may not have been in use before installation on this project unless directed otherwise in the project documents.

Contractor's price shall include a manufactures warranty of all materials, equipment for a minimum of one (1) year.

1. Warranty will provide repair/replacement of all defective or improperly installed materials at no additional cost to the Owner (including shipping, taxes, etc.).
2. Warranty will cover normal Business hours, 8am – 5pm, Monday thru Friday, with Next Business Day Replacement.

### **Excluded from the Contractor's Scope**

The following Items are excluded from the Contractor's Scope of Work for this Project and will be provided by others:

1. Installation and or programming of equipment.

## E-RATE PROGRAM REQUIREMENTS

This project will depend on partial funding from the Schools and Libraries Division's E-rate program. The Owner expects each vendor to make themselves intimately familiar with any rules or regulations regarding the E-rate program. All contracts entered into as a result of the posting of the Form 470/RFP will be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the Owner's acceptance of said discounts.

The Contractor shall be responsible to invoice and collect payment of the discounted contract amount from USAC, utilizing the SPI invoicing method. The undiscounted contract amount will be the maximum amount that the OWNER is liable. Vendor agrees to provide the Owner a copy of their USAC invoice to verify that the material has been delivered and accepted by the Owner before Vendor bills USAC.

In compliance with the E-rate program rules, Contractor agrees that no goods and/or services can be delivered prior to July 1, 2018. The contractor is responsible for providing a valid SPIN number with their proposal(s).

## VENDOR REQUIREMENTS

Prospective bidders must be willing and able to provide a portfolio describing experience with comparable projects in the K-12 customer market. Bidders must meet the following minimum qualifications in order to be considered:

1. Bidder must currently hold an active State Master and/ or Piggy Back contract
2. Bidder must have a USAC Service Provider Identification Number (SPIN)
3. Bidder shall provide educational discount pricing or better.
4. Bidder must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the Owner.

## REQUEST FOR INFORMATION (RFI)

All inquiries and/or questions regarding the Request for Proposal shall be submitted in writing to the Owner's Representative. All response to prospective bidder's requests for information will be issued in written form. Owner and their Representative reserve the right to not consider any request that received less than three (3) days prior to the bid date.

## EQUIVALENT PRODUCTS

All approved Products/Systems, hereafter referred to as "Items", are described and provided in "Scope of Work" and associated project documents.

All other items other than those specifically addressed in the RFP document that the Bidder is seeking pre-approval for must be sent to the Owner's Representative for review. All requests for pre-approval must be received by the Owner's Representative no later than ten (10) calendar days before the bid date. Requests received after the deadline will not be considered.

Bidders wishing to submit Items for pre-approval will be required to perform the following:

1. Provide specifications and cut sheets for the proposed Item
2. Provide an itemized comparison to each of the Item's functions in comparison to the approved Item. Include in that document how the proposed Item compares to the approved Item described in this document on a line by line basis, using one of the following three criteria: "exceeds"/"matches"/ "unequal".
3. Provide a spreadsheet that cross-references the proposed new Part Number and Description to its corresponding specified the approved Part Number and Description.

Any new Approved Equals will be published in addendum form prior to the bid date. All proposals received that do not comply with the entire scope of work described in said documents will be considered incomplete and the Owner reserves the right to list the Contractor's Proposal as non-responsive.

Failure to received written approval for products installed that deviates from the products called for in this specification and/or on the project drawings will result in the contractor having to replace the unapproved materials and equipment with the originally specified products at no additional cost to the Owner.

## SUBSTITUTIONS

The bidder may bid products or systems, hereafter referred to as "Items", which are "equivalent" or better to the Items approved in the Project documents. If the bidder chooses to bid an "equivalent" item, without seeking pre-approval, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions in their bid response using the "Substitution Listing" form. Documentation received after the bid date and time will not be accepted.

The OWNER is not responsible for locating or securing any information that is not included in such substantiating data. The burden of proof as to demonstrating the quality or suitability of proposed "equivalent" items shall be borne by the bidder. The OWNER shall be the sole judge as to the quality and suitability of proposed "equivalent" items, and decisions of the OWNER shall be final and conclusive. All such decisions by the OWNER shall be in writing, and no proposed "equivalent" item shall be deemed approved unless the OWNER has so indicated in writing.

## BID EVALUATION PROCESS

The Owner will evaluate and select the winning bid based on the following criteria:

1. **Price (40%)** – Price will be the highest weighted factor. Price will be evaluated on the sum total of the Base Bid and all Additive Alternates. Contingency Fees will not be included in the low bid evaluation.
2. **Experience & Qualifications (25%)** – The Owner will evaluate the Bidder's ability to demonstrate their experience in the industry and performance on projects similar to their proposed system as well as demonstrate their technical qualifications and system certifications necessary for the successful completion of their proposed system.
3. **Accuracy of Bid or Bid Response (20%)** – The Owner will evaluate the bid response for completeness and adherence of the bidder to the requirements of the RFP. Amendments, exceptions, and alterations of the specified systems and of project documents will be evaluated and weighed on their merits. Owner reserves the right to reject any/all bids that do not meet the requirements set forth in this document.
4. **Service (10%)** – The Owner will evaluate Service based on the Bidder's ability to demonstrate their responsiveness to and the related cost for Service/Maintenance calls, Emergency/Trouble calls, and their service and travel costs.
5. **Contingency as a Standard Practice (5%)** – The Owner will be evaluating the Bidder's contingency fee in accordance with industry standard practices and on USAC's PIA policies.

## CONTRACT ADMINISTRATION

The Owner intends to use the Service Provider supplied agreement to formalize any contractual relationship that results from this Request for Proposal. In addition to the Service Providers agreement the Owner requires that the provided "E-rate Attachment" be include and integrated into all provided Service Providers agreements for this project. The Bidder will provide **two (2) signed copies** of their Service Agreement and the "E-rate Attachment" with their bid proposal. The Owner shall return to the bidder with the highest ranked evaluated bid one (1) fully executed original copy of the agreement and attachment.

## RIGHT TO TERMINATE

The OWNER reserves the right to cancel this Project and terminate this Contract at any time prior to the issuance of a Notice to Proceed. If OWNER exercises its cancellation/termination rights as set forth herein prior to the issuance of a Notice to Proceed, OWNER shall have no liability to Contractor for any bid preparation or any other costs which may be incurred by the Contractor prior to cancellation of the Contract.

## NOTICE TO PROCEED

This project is contingent on funding from the E-rate program. As such, the Owner will not issue a Notice to Proceed until a copy of the approved Funding Commitment Decision Letter (FCDL) has been received from USAC and a Form 486 "Receipt of Service Conformation" has been filed. Contractor will not be permitted to commence work, unless otherwise directed by the Owner, until a Notice to Proceed has been issued. The Owner will not be responsible for costs incurred by the Contractor prior to receiving a Notice to Proceed.

## PROJECT SCHEDULE

The following are the anticipated project milestones

Bid Date	<b>February 13, 2018</b> , 10:00 am
Notice of Intent to Award	TBD
Award of Contract	TBD
Notice to Proceed	TBD (dependent on E-rate funding)
Project Completion	No later than September 30, 2019

## RIGHT TO REJECT ANY AND ALL QUOTES

We reserve the right to reject any or all bid proposals and to waive any informalities or irregularities. The vendor's submission of a proposal is recognition of this right.

In addition, the Owner reserves the right to fund, or not to fund this project, regardless of E-rate approval.





**2 - PROPOSAL FORM**

**PROJECT:**     0356-17C.1 NETWORK ELECTRONICS

**OWNER:**       NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT

Pursuant to Request For Proposal (RFP) and related documents, **the undersigned bidder**, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, **proposes and agrees to perform**, within the time stipulated, 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, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with **0356-17C.1 – Network Electronics** all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Consulting, Inc.).

**BASE BID – Base Bid Title**

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

Dollars (\$) \_\_\_\_\_ )  
**(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).**

Bidder shall breakout the above Base Bid cost by Site for E-rate Program funding allocation purposes:

**Site Name**

Delta Charter High School	\$ _____
New Jerusalem Charter Elementary	\$ _____
New Jerusalem Elementary School	\$ _____
Delta Bridges	_____
Delta Charter Online	_____
Delta Keys	_____
Delta Launch Charter	_____
Delta Home	_____

**Basic Maintenance – If applicable**

The Bidder agrees to provide a cost for any Basic Maintenance components required for the work noted above, as described in the RFP and Project Documents for the sum of:

Dollars (\$) \_\_\_\_\_ )  
**(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).**

**ADDITIVE ALTERNATE# 1 – Additive Alternate #1 Title**

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

Dollars (\$) \_\_\_\_\_ )  
**(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).**

Bidder shall breakout the above Base Bid cost by Site for E-rate Program funding allocation purposes:

**Site Name**

Site #1	\$ _____
---------	----------

Site #2

\$

Site #3

\$

**Contingency Fee – If applicable per form 3A**

The Bidder agrees to negotiate in good faith with the Owner on future additional work not to exceed 10% of the Base Bid for the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
**(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).**

**Project will be awarded based on the evaluation criteria set forth herein.** Price will be evaluated based on the sum total of the Base Bid, Basic Maintenance, and all Additive Alternates.

The bidder agrees that upon receipt of Owner's "**Notice to Proceed**", he/she will provide all required documents within **ten (10) calendar days** after the documents are presented for execution.

The bidder has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the OWNER'S **Notice to Proceed**.

**NAME OF BIDDER:  
FULL NAME OF ALL  
PARTNERS OR LEGAL  
NAME OF CORPORATION**

\_\_\_\_\_  
(TYPE OR PRINT)

AUTHORIZED CONTACT / BID PREPARER / SALES REPRESENTATIVE: \_\_\_\_\_

**BUSINESS ADDRESS:**

\_\_\_\_\_  
(TYPE OR PRINT)

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
(SIGNATURE IN INK)

\_\_\_\_\_  
(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided and representations made in this bid are true and current and that this declaration was executed on \_\_\_\_\_ (date) at \_\_\_\_\_, California."

**PRESIDENT OF  
CORPORATION:**

\_\_\_\_\_  
(SIGNATURE IN INK)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

**SECRETARY OF  
CORPORATION:**

\_\_\_\_\_  
(SIGNATURE IN INK)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

**CALIFORNIA STATE  
CONTRACTOR'S LICENSE NO.:** \_\_\_\_\_

**FEDERAL I.D. NO.:** \_\_\_\_\_

**LICENSE EXPIRATION DATE:** \_\_\_\_\_

**TYPE OF LICENSE:** \_\_\_\_\_

**LICENSE IN THE NAME OF:** \_\_\_\_\_  
(TYPE OR PRINT NAME)

**CORPORATE SEAL:  
(IF APPLICABLE)**

**3 - CONTINGENCY FEE AS A STANDARD PRACTICE**

**PROJECT: 0356-17C.1 NETWORK ELECTRONICS**  
**OWNER: NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT**

The "Owner" establishes a classification "Contingency Fee"; for adds/moves/changes as affected by the construction/funding schedule, changes to campus environment. This classification applies to all construction work. This classification is not based on permanent physical elements of construction. Rather, the classification items are cost components common to construction, project, and program estimates.

Contingency will not be allowed for increases to labor cost, taxes, surcharges, shipping and handling.

Bidder agrees that the contingency will be used for adds, moves and changes requested by the owner during the construction process for eligible services only. If the owner does not request adds, moves or changes the contingency will be given back to the E-rate program.

Please fill in one of the following:

**YES** \_\_\_\_\_ (company name) **does include** contingency as a standard business practice as defined above.

If YES please provide the "Contingency Fee" amount in percentage.

Equal to \_\_\_\_\_ % (not to exceed 10%) of the Base Bid amount. The E-rate Contingency Amount shall be:

\$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**-OR-**

**NO** \_\_\_\_\_ (company name) **does not include** contingency as a standard business practice as defined above.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct. Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_\_\_.

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

## 4 – ELECTRONIC ITEM 21 ATTACHMEN SHEET

Bidder shall provide itemized pricing for all equipment to be included in this Bid Response **BY SITE**. The site total price shown shall equal the amount the Bidder has provided on their submitted Proposal Form.

Due to filing requirements, an electronic copy will be required at the time of bid.

Acceptable formats: CD, DVD and thumb drive. Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be considered for bid dismissal.

Bidder shall include a Description, Part Number, Quantity and Price for each relevant item included in their bid. Bidder shall provide the Labor cost as a line item.

A sample "Item 21 Attachment Sheet" is shown below and is available in Excel format on the project website (<https://www.infinitycomm.com/menus/projects.html>).

### “Provided by the “Service Provider”

Category Two - Internal Connections - Item 15.1																
Type of Internal Connection	Installation Included in Price?	Type of Product	Make	Enter the Make (if Other)	Model	Lease or Non-Purchase Agreement?	Identify the Monthly Costs					Identify the One-time Costs				
							Monthly Recurring Unit Costs	Monthly Recurring Unit Eligible Costs	Estimated Monthly Recurring Unit Eligible Costs	Monthly Quantity	Units	Estimated Total Monthly Eligible Recurring Costs	One-time Unit Costs	One-time Unit Eligible Costs	Estimated One-time Unit Eligible Costs	One-time Quantity

**5 - SUBSTITUTION LISTING**

**PROJECT: 0356-17C.1 NETWORK ELECTRONICS**

**TO: NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT ("OWNER")**

1. Pursuant to bidding and contract requirements for the work titled:  
**Project: 0356-17C.1 NETWORK ELECTRONICS**

The contract sum, proposed by the undersigned on the Proposal Form, is for the work as described in the Request for Proposal, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions, which were not Pre-Approved prior to the bid date, for the Owner's consideration. All substitutions must be listed on this form and submitted with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]:  no substitutions.  
 the following substitutions:

<b>Specified Product or Material</b>	<b>Proposed Substitution</b>

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted. Bidder will supply all documentation to support this claim as attachments to the Substitution Listing with their bid. Failure to provide adequate documentation may result in the disqualification of the bid response.

**SIGNATURE MUST BE IDENTICAL  
TO THAT PROVIDED ON BID FORM**

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

**6 - NONCOLLUSION AFFIDAVIT**

**PROJECT: 0356-17C.1 NETWORK ELECTRONICS**  
**OWNER: NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT**

(Public Contract Code Section 7106)

State of )  
California )  
County ) ss  
Of )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making 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 bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, 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 bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
**(SIGNATURE OF BIDDER)**

**NOTARY FOR NONCOLLUSION AFFIDAVIT**

Subscribed and sworn to (or affirmed) before me this day \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
**(SIGNATURE OF NOTARY)**

[SEAL OF NOTARY]

\_\_\_\_\_  
**(TYPED NAME OF NOTARY)**



**7 – STATE MASTER CONTRACT FORM**

**PROJECT:** 0356-17C.1  
**OWNER:** New Jerusalem Elementary School District

Please provide the following information concerning the State Master Contract being used for the Year 21 E-rate Project for the **New Jerusalem Elementary School District.**

State Master Contract No. (Provide Contract Numbers for all components listed on the Form 471 Attachment Sheet)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

Please attach a copy of the State Master Contract that includes all eligible products listed on the Form 471 Attachment Sheet.

**“E-RATE ATTACHMENT to SERVICE AGREEMENT”**

**for  
PROJECT 0356-17C.1 Network Electronics for New Jerusalem Elementary School  
District**

THIS ATTACHMENT, hereafter referred to as “Attachment”, is entered into by and between the New Jerusalem Elementary School District, hereinafter called “Owner”, and \_\_\_\_\_, hereinafter called “Service Provider”, and is an attachment to the Agreement provided by the Service Provider, hereafter referred to as “Agreement”. Owner and Service Provider are sometimes individually referred to as “Party” and collectively as “Parties.” The terms and conditions set forth in this Attachment shall take precedent over any other agreement between the Parties.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **Scope of Work.** The Service Provider agrees to furnish all services and/or equipment necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal No. 0356-17C.1 Network Electronics for New Jerusalem Elementary School District.**
2. **Contingency.** The Service Provider understands that the Agreement is contingent on the Owner’s receipt of federal and/or state funds for the work covered under the Agreement. If the Owner does not receive adequate federal and/or state funds, the Agreement shall be null and void. In the event that the Agreement is rendered void, the Owner will not be liable for any costs incurred by the Service Provider prior to the issuance of a Notice to Proceed.
3. **Total Contract Price.** As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Bid

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Total sum of Alternate #1

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Contingency amount (if applicable)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER**

Total sum of Base Bid + Contingency and Additive Alternates #1 \_\_\_\_\_, #2 \_\_\_\_\_, #3 \_\_\_\_\_, #4 \_\_\_\_\_, #5 \_\_\_\_\_,

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

4. **Payment.** The payment method for the agreed upon service shall be USAC’s Service Provider Invoicing (SPI). Service Provider agrees to invoice the Owner for the undiscounted amount of the service only and shall be responsible to prepare and submit the Form 474 for the reimbursement of the discounted amount from USAC. The Service Provider agrees that prior to submitting the Form 472,
  - a. Service Provider has performed the services that reimbursement is being requested for, and
  - b. Service Provider has submitted a discounted invoice to the Owner for the reimbursement amount being requested for.

In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full

for the discounted and undiscounted amount of the accepted service(s) received. The Owner shall, at their sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner, within 20 business days after receipt of funds released by USAC.

5. Service Delivery. In compliance with the E-rate program rules, Parties agree that the service(s) under the Agreement will not begin prior to **July 1, 2018**, or extend beyond **September 30, 2019**, without prior approval of USAC. Parties agree that no service(s) may commence until the Service Provider has received a duly authorized written Notice to Proceed from the Owner.
6. Growth Clause. The Parties agree that during the term of the Agreement the Owner may increase the scope of the agreed upon service(s) in whatever manner that best meet the interest of the Owner. No change to the Agreement shall be enforceable unless agreed upon in writing by both Parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

**“OWNER”**

**New Jerusalem Elementary School District**

**“SERVICE PROVIDER”**

By: \_\_\_\_\_

Name  
: \_\_\_\_\_

Title: \_\_\_\_\_

Date  
: \_\_\_\_\_

By: \_\_\_\_\_

Name  
: \_\_\_\_\_

Title: \_\_\_\_\_

Date:  
\_\_\_\_\_

# EXHIBIT – A “NEW JERUSALEM ELEMENTARY SCHOOL DISTRICT EQUIPMENT SCHEDULE”

Site	Aruba 3810M 40G 8 HPE Smart Rate PoE+ (JL076A)	Sonicwall WAN Acceleration Appliance WXA 4000 (01-SSC-9442)	Sonicwall Comprehensive Gateway Security Suite for NSA4600 (01-SSC-4405)	Ruckus ZoneFlex R720 802.11ac wireless AP (901-R720-US00)	Ruckus ZoneDirector 1200 wifi controller (901-1205-UN00)	Ruckus watchdog support 1 year (841-1205-1000)	Ruckus ZoneDirector 1200 upgrade license 1 AP (909-0001-ZD12)	Ruckus User watchdog premium support for ZD1200 1 AP (841-1201-1L00)	Ruckus ZoneFlex R700 802.11ac wireless AP (901-R700-US00)	Sonicwall Comprehensive Gateway Security Suite for TZ215 1 year (01-SSC-4793)	Sonicwall WAN Acceleration Appliance WXA 2000 (01-SSC-9440)	APC Smart-UPS SRT 3000VA (SRT3000RMX-LA-NC)	Tripp Lite SR42UB 42U Rack cabinet (SR42UB)	*HPE Server	*Dell Server	vmware vSphere Essentials Plus kit 3 hosts	*Dell Storage
Delta Charter High School	7	1	0	7	0	0	0	0	0	0	0	1	0	0	0	0	0
New Jerusalem Charter Elementary	3	0	1	6	0	0	0	0	0	0	0	0	0	0	0	0	0
New Jerusalem Elementary School	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Delta Bridges	0	0	0	0	1	1	7	7	12	1	1	0	0	0	0	0	0
Delta Charter Online	1	0	0	4	0	0	0	0	0	0	0	0	0	0	2	1	1
Delta Keys	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0
Delta Launch Charter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delta Home	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0
<b>*HPE Server Build</b>																	
	<b>Item number</b>	<b>Quantity</b>															
HPE ProLiant DL360 Gen9 E5-2650v3 2P 32GB-R P440Ar 2x800W RPS Performance SAS server	755263-B21	1															
HP 16GB Dual Rank x4 DDR4-2133 Registered Memory Kit	726719-B21	6															
HPE 300GB SAS 12G Enterprise 15k SFF hard drive	870753-B21	2															
HPE Ethernet 1Gb 4-port 331T adapter	647594-B21	1															
HPE 800W Flex Slot Platinum Hot Plug Power Supply Kit	720479-B21	1															
HP DL360 Gen9 High Performance Fan Kit	766201-B21	1															
HP DL360 Gen9 SFF USB/VGA Universal Media Bay Kit	764634-B21	1															
HPE 3Y Proactive Care 24x7 SVC	H1K92A3	1															
HPE ProLiant DL360 Gen9 Support	H1K92A3 TT5	1															
HPE Installation and Startup SVC	H411A1	1															
HPE Startup Entry 300 Series OS SVC	H411A1 5A0	1															
HPE Trng Credits ProLiant/HybridIT Svc	HF385A1	2															
<b>*Dell Server Build</b>																	
PowerEdge R530 Server	[210-ADLM]/[384-BBMW]	2															
Intel Xeon E5-2623 v4 2.6Ghz	[338-BJDP]/26230	4															
8GB RDIMM 2400MT/s single rank RAM	[370-ACNQ]/8GB1MM	16															
RAID 1 PERC H730 RAID Controller 1GB NV Cache	[400-AAIG]/H7301G	2															
300GB 10K RPM SAS 12Gbps 2.5in hard drive	[400-AUOZ]/30GB5A	4															
PERC H830 RAID Adapter for External MD14XX 2GB NV cache low profile	[405-AAEZ]/H832GL	2															
450W power supply	[450-AEGO]/SC450	2															
<b>*Dell Storage Build</b>																	
Dell Storage MD1420	[210-ADBPP]/MD1420	1															
300GB 10K RPM SAS 12Gbps 2.5in hard drive	[400-AUPK]/30GB10	6															

END EXHIBIT – A

**END OF RFP**