

# **BRAWLEY UNION HIGH SCHOOL DISTRICT**

## **REQUEST FOR PROPOSAL BUHSD RFP #2019-01, YR22 (19-20)**

### **NETWORK EQUIPMENT AND INSTALLATION (A) UPS AND INSTALLATION (B)**

#### **PROPOSAL**

**DEADLINE DATE:  
January 22, 2019  
By 3:00pm PST**

RFP Release Date: December 14, 2018

RFP Advertisements: December 21, 2018 and December 24, 2018

Non-Mandatory Walkthrough Meeting Date: December 28, 2018 at 2:00pm PST

Questions Due Date: January 4, 2019 by 3:00pm PST

Answers will be posted to E-Rate Productivity Center (EPC): January 11, 2018

Proposal Due: January 22, 2019 by 3:00pm PST

## CONTENTS:

CONTENTS:	2
<b>GENERAL INFORMATION</b>	<b>3</b>
A. INTRODUCTION	3
B. BACKGROUND	3
C. SCOPE OF SERVICES	3
D. SCHEDULE	3
E. LENGTH OF CONTRACT	4
F. SUBMITTAL REQUIREMENTS	4
G. CONTENTS OF PROPOSALS	5
H. SELECTION PROCESS	8
I. LIMITATIONS	9
J. FULL OPPORTUNITY	10
K. RESTRICTIONS ON LOBBYING AND CONTACTS	10
L. MODIFICATIONS	10
M. WITHDRAWAL OF PROPOSALS	10
N. EXAMINATION OF SITE AND RFP DOCUMENTS	10
O. OTHER DISTRICT REQUIREMENTS	11
<b>PROJECT SPECIFICATIONS</b>	<b>13</b>
A. GENERAL SPECIFICATIONS	13
B. PROJECT IMPLEMENTATION	17
C. SOLUTION SPECIFICATIONS	18
<b>ATTACHMENTS</b>	<b>19</b>
ATTACHMENT "A"	19
ATTACHMENT "B"	20
ATTACHMENT "C"	33
ATTACHMENT "D"	34

# GENERAL INFORMATION

## A. INTRODUCTION

Brawley Union High School District (hereinafter "BUHSD" or "District"), a rural school district, is located in Imperial County. The district serves approximately 2,000 students, grades 9-12, through a comprehensive high school (BUHS), a continuation high school (DVHS) and a Community Day School (Renaissance). BUHSD utilizes Chromebooks in nearly all classrooms in the District.

**School Sites:**

- Brawley Union School – 480 N Imperial Avenue, Brawley, CA 92227
- Desert Valley High School – 104 Magnolia Street, Brawley, CA 92227
- Renaissance Program, 109 Magnolia Street, Brawley, CA 92227

**District Office Sites:**

- Brawley Union High School District, 480 N Imperial Avenue, Brawley, CA 92227

## B. BACKGROUND

BUHSD is requesting quotations for Gigabit POE switches, a Patch Panel and a Wall Mount Cabinet for school site MDF and IDF's (3 school sites) and the labor for physical installation and configuration into the network and a turn-key implementation, to include physical installation, configuration and removal of current (existing) UPS.

## C. SCOPE OF SERVICES

The desired scope of services is set forth in the Project Specifications attached to this RFP. The final scope of services will be appended as Exhibit "A" to the District's form of Independent Contractor Agreement for Services, which is distributed with this RFP as Attachment "B."

## D. SCHEDULE

The District reserves the right to change the dates on the schedule without prior notice.

EVENT	DATE
District Publishes RFP	December 21, 2018 & December 24, 2018
Non-Mandatory Walkthrough Meeting	December 28, 2018 at 2:00pm PST
Deadline for Questions from Proposers	January 4, 2019 by 3:00pm PST
District Publishes Addenda and Responses to Proposers via EPC and District Website	January 11, 2019
Deadline to Submit Proposals	January 22, 2019 by 3:00pm PST

Proposer Interviews (if needed)	January 25, 2019
Board Meeting – Award of Contract	February 13, 2019

## E. LENGTH OF CONTRACT

Depending on RFP submittals, project timelines, and available funding, the resulting one (1)-year contract with two (2) one-year options to extend periods subject to E-rate eligibility and timelines, and will cover a period from approximately July 1, 2019 through September 30, 2022.

## F. SUBMITTAL REQUIREMENTS

Requirements for contents of submittals are:

1. The proposer shall submit one (1) paper bound original, one (1) unbound original, and one (1) electronic copy on permanent media in write protected PDF format of their response. (The District may reproduce additional copies as required.)
2. District will not accept any proposals or proposal modifications submitted by facsimile or electronic mail transmission.
3. Proposals shall be enclosed in a sealed envelope bearing the description of the RFP name, RFP number and the name of the proposer and submitted on or before the deadline indicated in the schedule to the Business Office:

Brawley Union High School District  
 ATTN: Antonio Munguia  
 RFP Proposal  
 Technology Department  
 480 N Imperial Avenue, Brawley, CA 92227

4. Proposals submitted in response to this RFP shall become the property of the District and be considered public documents under applicable state law.
5. Any proposer failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.
6. Proposers must comply with the following format requirements.
  - a. Material must be in 8-1/2 x 11 inch format. Bound submittals shall be provided in a white 3-ring, loose-leaf binder with the Vendor name and RFP # on both cover and spine, with divider tabs labeled with boldface headers of the Section Contents (e.g., first tab would be labeled "Transmittal/Cover Letter").
  - b. The unbound copy shall be marked "Copy for Reproduction" and shall be formatted with: (1) No divider sheets or tabs; (2) pages with proprietary information removed; and (3) a cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

- c. The electronic copy will only be accepted via flash drive or CD in PDF format.

## G. CONTENTS OF PROPOSALS

Proposals must contain all sections described below, in the order shown. Failure to adhere to this outline may eliminate the proposal from further consideration.

1. **COVER LETTER** (maximum of 2 pages)
  - a. Provide a letter of introduction signed by an authorized officer of the proposer. If the proposer is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
  - b. Include a brief description of why your firm is well suited for, and can meet, the District's needs.
  - c. Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
  - d. Proposer must include one (1) of the following statements:

“[INSERT PROPOSER'S NAME] received a copy of the District's form of Independent Contractor Agreement for Services (“Agreement”) attached as Attachment “B” to this RFP. [INSERT PROPOSER'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has no objections to the use of the Agreement.”

OR

“[INSERT PROPOSER'S NAME] received a copy of the District's form of Independent Contractor Agreement for Services (“Agreement”) attached as Attachment “B” to this RFP. [INSERT PROPOSER'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT PROPOSER'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS].”
  - e. Proposer shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
  - f. Proposer shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
  - g. Proposer shall sign and add the following language: “By virtue of submission of this Proposal, [INSERT PROPOSER'S NAME] declares that all information provided is true and correct.”

## 2. DESCRIPTION OF FIRM

- a. Company name.
- b. Address.
- c. Telephone.
- d. Fax.
- e. Website.
- f. Name and email of main contact.
- g. Federal Tax I.D. Number.
- h. License or Registration Number.
- i. Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- j. A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- k. Number of employees (licensed professionals, technical support).
- l. Location of office where the bulk of services solicited will be performed.
- m. E-rate Service Provider Identification Number(s) (SPIN), FCC Registration Number (FRN) and proof of Green or Red Light Status from the FCC.

## 3. PERSONNEL

- a. Identify key team members, including sub-consultants, and state their qualifications relevant to the scope of services for the Project(s).
- b. Each Proposal must include evidence that the proposer is legally permitted and properly licensed to conduct business in the State of California.
- c. The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.
- d. The District reserves the right to request a change in project management based on performance.

## 4. PAST PERFORMANCE – Provide information about prior services furnished by your firm in the last five (5) years on a minimum of three (3) K-12 educational projects, and list the following for each project:

- a. District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- b. Project name and location.
- c. Beginning and end dates of project.
- d. Was the project E-rate funded?
- e. Square footage.
- f. Main program elements.
- g. Original budget, proposal amount & final amount at close-out.
- h. Briefly state relevance of projects included for consideration in this RFP.
- i. Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- j. Key individuals of the firm involved and their roles in the project.

- k. Any sub-consultants that worked with the firm.
5. **SCHEDULE OF FEES AND CHARGES** (pricing) - including the following information (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.):
- 6.
- a. Hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursable by category. Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation.
  - b. Line item detail costs for equipment, services and software
    - i. Manufacturer, make, model and quantity
    - ii. Technical information including detailed specifications and product literature
  - c. Miscellaneous
    - i. Cabling, harnesses, wires, or any other related items required to perform work (Can be placed in one category)
  - d. Warranties
    - i. Provide a 1 year warranty on all equipment installed. Proposer will include year 2 and 3 hardware and software support cost on a separate line for the district to evaluate the total cost of ownership of the proposed solution.
  - e. Any other expenses deemed necessary by Proposer
  - f. A form of the Agreement has been distributed with this RFP as Attachment "B." The final form of the Agreement will incorporate the final scope of work and not-to-exceed fee negotiated between the District and the selected firm, which shall be negotiated with the successful proposer. Any objections to the form of Agreement must be identified in your Cover Letter, up to one page.
7. **ATTACHMENT "A"** - Proposers shall execute and submit with any proposal/offer, the "Firm Proposal/Offer Form".
8. **ATTACHMENT "B"** - District's form of Independent Contractor Agreement for Services
9. **ATTACHMENT "C"** - Proposers shall execute and submit with any proposal/offer, the "Non-collusion Affidavit Form."
10. **ATTACHMENT "D"** - Proposers shall execute and submit with any proposal/offer, the "E-rate Supplemental Terms and Conditions."

## H. SELECTION PROCESS

Proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the RFP. A proposal must meet all mandatory modules/functions to be considered. The District retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the proposers. After the interviews, if any, the District will identify the firms/teams that can provide the greatest overall benefit to the District.

1. Proposals not meeting mandatory requirements or found to be incomplete will not be considered
2. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.

**3. Evaluation and rating of the responses will be based on:**

- a. Information provided by the proposer in their response;
- b. Information provided by the proposer in response to District clarification questions;
- c. Information from reference checks;
- d. Experience and performance history of the firm with similar services;
- e. Experience and results of proposed personnel;
- f. Technical capabilities and track record;
- g. Value of services under proposed fees; and
- h. Overall responsiveness of the proposal.

**4. The quality of the response(s) will be evaluated using the following criteria:**

- a. Completeness
- b. Thoroughness
- c. Accuracy
- d. Compliance with proposal instructions
- e. Organization and conciseness of descriptive text material

**5. RFP proposals will be rated on the following:**

- a. **40%** - Price of ELIGIBLE products and services, including unit prices, labor rates, travel/trip charges (if applicable), etc.
- b. **10%** - Price of ineligible products and services.
- c. **20%** - Proposal preparation, thoroughness and responsiveness to this request for proposal.
- d. **15%** - Proposer's experience, Brawley Union High School District's prior experience with Proposer (if any), overall installation and integration capabilities based upon performance record and availability of sufficient high quality personnel with the required skills and experience for the specific approach.
- e. **10%** - Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope.
- f. **5%** - The extent to which the Proposer's solution fulfills Brawley Union High School District's stated requirements as set out in this RFP.



6. **Additional Scoring:** The District reserves the right, if necessary, to select, up to, the top three (3) finalist for oral interviews based on the District's analysis and rating of the proposal package. These interviews will have an additional point rating of up to 15 points. These interviews will be conducted in order to evaluate company expertise, qualifications, operations and services deemed by the District to be in its best interests. The key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District's evaluation committee to review the firm's proposal and other matters the committee deems relevant to its evaluation. Any comments or proposed changes to the form of Agreement attached hereto as Attachment "B" shall be provided in writing before the interview and may be the subject of inquiry at the interview. Upon announcement of recommendation for contractor award, terms and conditions for service submitted by proposers may be subject to negotiation, as well as any specific terms in the proposals submitted.
7. The District may perform investigations of responding parties that extend beyond contacting the references identified in the submittals. The District may request a proposer to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted. At the evaluation committee's discretion, firms may be asked to arrange a tour of a representative facilities.
8. District reserves the right to reject any or all submittals and to negotiate contract terms with one or more proposers for one or more work items. The District reserves the right to award all, part, or none of the work described in this RFP. Each submittal will be scored by an RFP evaluation committee. The District reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any proposer for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP, including any supporting materials.

## I. LIMITATIONS

The award of a contract, if at all, is at the sole discretion of the District. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFP. The awarding of the contract(s), if at all, is at the sole discretion of the District.

The proposals, and any other supporting materials submitted to the District in response to this RFP, will not be returned and will become the property of the District unless portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals shall be held confidential by the District and shall not be subject to disclosure under the

California Public Records Act until after either: (1) the District and the successful proposer have completed negotiations and entered into an agreement, or (2) the District has rejected all proposals. Furthermore, the District will have no liability to the proposer or other party as a result of any public disclosure of any proposal.

## **J. FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to submit proposals in response to this RFP and no proposer will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

## **K. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation/selection process, or the award of the contract with any member of the District, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the proposer.

## **L. MODIFICATIONS**

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

## **M. WITHDRAWAL OF PROPOSALS**

Proposer may withdraw its proposal at any time prior to the scheduled closing time by written request, signed by an authorized representative of the vendor, submitted to the RFP Contact. The proposer may submit another proposal at any time up to the proposal closing date and time.

## **N. EXAMINATION OF SITE AND RFP DOCUMENTS**

There will be a non-mandatory on-site job walk for this project. However, vendors are encouraged to attend the job walk on the following date, time and location:

Brawley Union High School District

480 N Imperial Avenue

Brawley, CA 92227

BUHS Conference Room

Friday, December 28, 2018 @ 2:00pm

For information contact: Jimmy Gilder, [buhstech@brawleyhigh.org](mailto:buhstech@brawleyhigh.org)

Proposer should ask appropriate and specific questions through the RFI process. RFIs may be sent to [tmunquia@brawleyhigh.org](mailto:tmunquia@brawleyhigh.org) by the "Deadline for Questions from Proposers" in Section D of this RFP.

Each proposer shall fully acquaint himself with the conditions so that he/she may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Proposers shall thoroughly examine and be familiar with the specifications. The failure or omission of any proposer to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any proposer from obligations with respect to his proposal or to the contract.

- Each proposer, by making their proposal represents that he has read and understands the Contract and Proposal Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.
- Each proposer, by making their proposal, represents that he has familiarized himself with the area of the work and local conditions under which the work is to be performed, including subsurface conditions. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the RFP Documents.

## **O. OTHER DISTRICT REQUIREMENTS**

1. Fingerprinting. By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.1, a fingerprinting compliance certificate is included as part of the contract documents.
2. Tobacco-Free Policy. The Governing Board of the District, in order to create a clean healthy environment for students and employees, has prohibited the use of tobacco products on District Property or in District Vehicles. All District consultants, contractors and vendors shall inform their employees and agents that are performing services for the District, of the District's objectives of a smoke free environment (Board Policy 3513.3, Ed Code 48901).
3. Drug-Free Workplace. Proposer warrants that Proposer is knowledgeable of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), regarding a drug-free workplace and shall abide by and implement its statutory requirements.
4. The Service Provider hereby agrees, under the contract, he will comply with the Brawley Union High School District Board of Education's Policy (BP 0410) which states: The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic

information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

[END OF GENERAL INFORMATION]

# PROJECT SPECIFICATIONS

## A. GENERAL INFORMATION – SCOPE OF WORK

### **NETWORK HARDWARE AND INSTALLATION (SECTION A)**

#### **Section A - Network Switches, Patch Panels, Wall Mount Cabinet for School Sites**

BUHSD is requesting quotations for Gigabit POE switches, a Patch Panels and a Wall Mount Cabinet for school site MDF and IDF's (3 school sites) and the labor for physical installation and configuration into the network. Quotation must include line item pricing detail on all material and software required. Include a line item for Sales Tax, all necessary installation labor; the switches must have Enhanced Limited Lifetime Warranty (E-LLW) or equivalent, included in the price. Quote should include the physical installation and configuration of switches on school networks including cabling, and installation of the Patch Panel and the Wall Mount Cabinet at school sites.

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and installation/professional services. The cost should be separated by School Site and E-rate eligibility clearly identified.

<b>Line Item</b>	<b>Description</b>	<b>Location</b>	<b>Qty</b>
1	Cisco Catalyst 3650-48LPD-L or equivalent , with the following specs: <ul style="list-style-type: none"> <li>• 48 Gigabit Ethernet ports with Line-rate forwarding performance</li> <li>• 2 Gigabit Small Form-Factor Pluggable SFP+ uplink</li> <li>• Power over Ethernet PLUS (PoE+) support with up tp 740W of PoE budget</li> <li>• FlexStack-Extended capabilities for out-of-the wiring closet distance stacking of up to 8 switches with 40 Gbps of stack throughput</li> <li>• FlexStack Plus for stacking up to 8 switches with 80 Gbps of stack throughput</li> <li>• LAN Base Cisco or equivalent IOS software image</li> <li>• Enhanced Limited Lifetime Warranty (E-LLW) or equivalent offering next business day hardware replacement</li> <li>• Installation and configuration of switches</li> </ul>	Brawley Union High School	10
2	Patch Panel <ul style="list-style-type: none"> <li>• 48 Port High Density Patch Panel</li> <li>• Cat6 rates</li> <li>• RJ45 Ethernet to 110 IDC Punch Down</li> <li>• 568 B, Color Coded</li> <li>• Low Profile, Rack Mountable, 1 to 2U</li> <li>• Steel Construction</li> <li>• Built-In Wire Management Loom</li> </ul>	Brawley Union High School	1

	<ul style="list-style-type: none"> <li>• Installation</li> </ul>		
3	Wall Mount Cabinet <ul style="list-style-type: none"> <li>• 12U vertical Wall-Mount Rack Enclosed Cabinet</li> <li>• Low Profile, 20" Deep</li> <li>• Secures 12U of 19" Rack Mount Equipment</li> <li>• Steel Construction,</li> <li>• Vented and/or cooling fans, Lockable</li> <li>• 100+ Pound Weight Capacity</li> <li>• Installation</li> </ul>	Brawley Union High School	1

**NETWORK HARDWARE - SECTION A, cont'd**

School Site	Total Switches Required	Total Patch Panels Required
<b>Brawley Union High School</b>	10	1

School Site	Total Wall Mount Cabinets Required
<b>Brawley Union High School (12U)</b>	1

**GRAND TOTAL BID AMOUNT FOR ALL ITEMS above (itemize each)**

Eligible Parts and warranty	\$ _____
Ineligible Parts and warranty	\$ _____
Tax (if any)	\$ _____
Shipping/Installation	\$ _____
<b>Total</b>	<b>\$ _____</b>

**Please also provide breakdown by site that matches grand total**

1. Write in the totals above.
2. Attach an itemized, detailed quotation for all items, by school site, and E-rate eligibility clearly identified.
3. Label the quotation: **Section A – Network Hardware and Installation**

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 proposal packet at the closing of RFP submission window. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of proposal response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternates will be accepted.

## **UPS AND Installation (SECTION B)**

Section B - UPS and Installation for school sites

The District is seeking a turn-key implementation, to include physical installation, configuration and removal of current (existing) UPS.

The proposed solution price must include a complete bill of materials, applicable sales tax, applicable shipping, and installation/professional services.

The cost should be separated by School Site and E-rate eligibility clearly identified.

1. Type1. MDF Location/Quantity =3
  - 120, 208, 240 Volt Nominal AC Input
  - 120, 240 Volt Nominal AC Output
  - 8000+VA – 8000+W
  - True On-Line, Double-Conversion operation
  - Pure Sine Wave Output
  - Zero Transfer time to Battery
  - Hot-swappable power and battery modules
  - Step Down Transformer
  - Fault Tolerant automatic bypass
  - Surge Suppression
  - Minimum 8 Nema 5-15 receptacle
  - Power Management Software
  - Network card for advanced management
  - Rack Mountable
  - 2+ Years Warranty
  - Installation

2. Type 2. IDF Location/Quantity = 35
- o 120 Volt Nominal AC Input
  - o 120 Volt Nominal AC Output
  - o 1500VA – 1000+W
  - o Line Interactive
  - o Pure Sine Wave Output
  - o Zero Transfer time to Battery
  - o Automatic Voltage Regulation
  - o Surge Protection
  - o Minimum 6 Nema 5-15 receptacle
  - o Rack Mountable, 1 or 2U
  - o 2+ Years Warranty
  - o Installation

**UPS AND Installation - SECTION B, Cont'd**

School Site	UPS from type 1	UPS from type 2	Total UPS by Site
<b>Brawley Union High School</b>	3	29	32
<b>Desert Valley High School</b>	0	5	5
<b>Renaissance</b>	0	1	1

**GRAND TOTAL BID AMOUNT FOR ALL ITEMS above (itemize each)**

Eligible Parts and warranty	\$ _____
Ineligible Parts and warranty	\$ _____
Tax (if any)	\$ _____
Shipping /Installation	\$ _____
Total	\$ _____

**Please also provide breakdown by site that matches grand total**

1. Write in the totals above.
2. Attach an itemized, detailed quotation for all items, by school site, and E-rate eligibility clearly identified.
3. Label the quotation: **Section B – UPS and Installation for School Sites**

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 proposal packet at the closing of RFP submission window. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of proposal response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternates will be accepted.

## **B. PROJECT IMPLEMENTATION**

Schedule will be based on available funding, vendor responses and recommendations, and vendor negotiations. Installation timeline will be discussed during negotiations. Exact dates to be determined after award of contract. The District would prefer an expedited plan. The District's intent is to complete the implementation as soon as possible with services active prior to December, 2019.

Device replacement will be done after student hours. Instruction must not be disrupted. District is willing to accept work hours that include weekends.

Equipment will be mounted in existing and new racks and cabinets. The District will provide power and receptacles in each MDF and IDF location if necessary. Vendor is required to provide, plan, configure, install and test the vendor supplied hardware at all locations. Vendor will provide an implementation project plan.

Vendor will work with BUHSD technical staff to test vendor supplied solution with District equipment.

Proposal should include unlimited, free access to "Help Desk" and automatic problem escalation during the first year.

Vendor must have at least one (1) manufacturer certified expert on staff for each manufacturer proposed.

Vendor must have at least one Cisco or equivalent certified engineer on the implementation team to ensure that the installed equipment works correctly with the existing Cisco equipment.

The Vendor will provide printed test reports and will coordinate with the District's IT

Department to resolve any bandwidth, configuration, performance and/or equipment hand-off issues.

Vendor will provide complete documentation including: configuration and location of installed new Cisco or equivalent switches, access information (UN/PW) and any other operational details

All newly installed cabling will be labeled on both termination points in accordance with ANSI/TIA 606-B Cable Labeling Standards.

## C. SOLUTION SPECIFICATIONS

Vendor will provide a solution that adds to, upgrades and/or replaces the listed networking and power protection equipment in each MDF and IDF. The proposal should work with our existing Cisco Switch infrastructure, Windows Servers, Routers, Content Filter, VOIP System, etc. The solution should provide a modern supported power safeguard solution that protects all networking equipment in the MDF and IDF'S against any type of power related hazard.

Proposal should include detailed costs for optional features and licensing.

Features and services not eligible for E-rate funding shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

Any equipment, modules, SFPs and/or patch cables required to connect switches together and to the WAN will be provided in proposal.

The proposal should include the cost to remove old equipment and configure and install new equipment where applicable.

Any connections between new equipment and/or with existing equipment will use pre-built Cat6 or Multimode Fiber patch cables.

[END OF SPECIFICATIONS]

**ATTACHMENTS**  
**ATTACHMENT "A"**

**FIRM PROPOSAL / OFFER FORM**  
**(Signed copy to be returned with bid response.)**

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to BUHSD. The proposer hereby agrees that its proposal/offer is subject to all RFP provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Proposer hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms and conditions.

The Proposer hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by BUHSD for the duration or until all work associated with the project(s) is complete. The Proposer hereby agrees that if its proposal/offer is accepted by BUHSD that it shall provide all of the equipment and services in accordance with the RFP, as it may be amended.

Total Price (Not To Exceed) In Words and in Numbers

---

(\$ \_\_\_\_\_)

Name of Person Duly Authorized to Executethis Proposal/Offer: \_

Duly Authorized Signature: \_

Title: \_

Date of this Proposal/Offer:

Proposer Name: \_

Proposer Address: \_

Proposer Telephone:

Proposer Facsimile: \_

**ATTACHMENT "B"**  
**(See attached form of Agreement)**

**INDEPENDENT CONTRACTOR AGREEMENT FOR TECHNOLOGY SERVICES  
(Network Equipment and Services)**

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 by and between the BRAWLEY UNION HIGH SCHOOL DISTRICT, ("District") and [INSERT NAME OF CONTRACTOR] ("Contractor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** Contractor shall provide the services as further described in **EXHIBIT A**, attached hereto and incorporated herein by this reference ("Services").
- 2. Term.** Contractor can commence providing services under this Agreement on April 1, 2019, and will diligently perform as required and complete performance by June 30, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
- 3. Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and the District has approved the following certificate(s) and affidavit(s), and the endorsement(s) of insurance:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Drug-Free Workplace Certification

- 4. Compensation.** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Dollars (\$) \_\_\_\_\_. District shall pay Contractor according to the following terms and conditions:

- 4.1.** Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

- |               |       |       |
|---------------|-------|-------|
| <b>4.1.1.</b> | _____ | _____ |
| <b>4.1.2.</b> | _____ | _____ |
| <b>4.1.3.</b> | _____ | _____ |
| <b>4.1.4.</b> | _____ | _____ |
| <b>4.1.5.</b> | _____ | _____ |

- 4.2.** The Services shall be performed at the hourly billing rates and/or unit prices included in **EXHIBIT B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.

- 4.3.** If Contractor works at more than one site, Contractor shall invoice for each site separately.

- 5. Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

- 5.1.** \_\_\_\_\_.

- 6. Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act

as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, co-agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

**7. Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

## **8. Performance of Services.**

**8.1. Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

**8.2. Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

**8.3. District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

**8.4. New Project Approval.** Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor shall obtain the approval of District prior to the commencement of a new project.

**9. Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

**10. Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Contractor prepared or caused to be prepared pursuant to this Agreement. Contractor retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Contractor prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without

Contractor's knowledge or participation or both, the District agrees to release Contractor of responsibility for such changes, and shall hold Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Contractor is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Contractor's full involvement, the District shall remove all title blocks and other information that might identify Contractor.

**11.Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

**12.Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

### **13.Termination.**

**13.1. For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

**13.2. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**13.2.1.** material violation of this Agreement by Contractor; or

**13.2.2.** any act by Contractor exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall

cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**14. Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**15. Insurance.**

**15.1.** Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b>	\$ 1,000,000

**15.1.1. Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

**15.1.2. Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**15.2. Proof of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

**15.2.1.** A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

**15.2.2.** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

**15.2.3.** An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary

to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

**15.2.4.** All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

**15.3. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

**16. Assignment.** The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.

**17. Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District.

**18. Certificates/Permits/Licenses/Registration.** If applicable, Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

**19. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

**20. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).

**21. Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

**21.1.** All site visits shall be arranged through the District;

**21.2.** Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

**21.3.** Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;

**21.4.** Once at such location, Contractor and Contractor’s employees shall not change locations without contacting the District;

**21.5.** Contractor and Contractor’s employees shall not use student restroom facilities; and

**21.6.** If Contractor and Contractor’s employees find themselves alone with a student, Contractor and Contractor’s employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

**22.No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**23.District’s Evaluation of Contractor and Contractor’s Employees and/or Subcontractors.** The District may evaluate Contractor in any way the District is entitled pursuant to applicable law. The District’s evaluation may include, without limitation:

**23.1.** Requesting that District employee(s) evaluate Contractor and Contractor’s employees and subcontractors and each of their performance.

**23.2.** Announced and unannounced observance of Contractor, Contractor’s employee(s), and/or subcontractor(s).

**24.Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**25.Confidentiality.** Contractor and all Contractor’s agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**26.Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**If to District**

BRAWLEY UNION HIGH SCHOOL  
DISTRICT  
ATTN: Technology Services  
480 N IMPERAL AVENUE  
BRAWLEY, CA 92227  
EMAIL:[tmunquia@braleyhigh.org](mailto:tmunquia@braleyhigh.org)

**If to Contractor**

[NAME OF CONTRACTOR]  
  
[FAX]  
ATTN:  
EMAIL  
:  
  
 , California 9\_\_\_\_\_

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

- 27. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 29. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 30. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 31. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 32. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 33. Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 34. Tolling of District's Claims.** Contractor agrees to toll all statutes of limitations for District's assertion of claims against Contractor that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Contractor's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
- 35. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 36. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 37. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 38. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**39. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Brawley Union High School District**

By:

By:

Print Name:

Print Name:

Print Title:

Print Title:

**Information regarding Contractor:**

Address:

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: \_\_\_\_\_
- Limited Liability Company
- Other:

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Contractor to furnish the information requested in this section.**

## WORKERS' COMPENSATION CERTIFICATION

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:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its 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 Services of this Agreement.

Date:

Name of Contractor:

Signature:

Print Name and Title:

(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 District prior to performing any Services under this Agreement.)

## FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement for Services ("Agreement"):

- Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date:

District Representative's Name and Title:

District Representative's Signature:

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

### **CERTIFICATION:**

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date:

Name of Contractor:

Signature:

Print Name and Title:

## DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:



**ATTACHMENT "C"**

**NON-COLLUSION AFFIDAVIT**  
**(Signed copy to be returned with bid response.)**  
(Public Contract Code Section 7106)

State of California            )  
  )  
ss. County 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

Affix Notary Signature and Seal in this area

## ATTACHMENT "D"

### E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

(Signed copy to be returned with bid response.)

The District has posted an E-rate Form 470 application for this project.

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.

**E-RATE CONTINGENCY** - The project herein may be 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.

#### **SERVICE PROVIDER REQUIREMENTS:**

1. 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.
2. 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/sl/service-providers/step01/default.aspx>
3. 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>
4. 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](http://www.fcc.gov/debt_collection/welcome.html)
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2019.
6. 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).
7. 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.
8. 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.

9. 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.
10. 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  
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
11. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website:  
<http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

#### **SERVICE PROVIDER ACKNOWLEDGEMENTS:**

1. 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.
2. 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).
3. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
4. This offer is in full compliance with USAC's Free Services Advisory\_  
<http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### **STARTING SERVICES/ADVANCE INSTALLATION:**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2018 funding year (July 1, 2018). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

#### **EARLY FUNDING CONDITIONS:**

1. Category 2  
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.
  - We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed

Rulemaking (FCC 14-99, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

**INVOICING:**

1. 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 undiscounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent. 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.
2. 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 undiscounted share.

**FCC/SLD AUDITABILITY:**

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

**PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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: \_\_\_\_\_