
REQUEST FOR BID PROPOSAL

The Delhi Unified School District (DUSD) plans to apply for various eligible services for E-Rate Year 2022. The E-Rate Year 2022 will start July 1, 2022 and end June 30, 2023.

This Request for Proposal (RFP) serves as notice that DUSD will accept bid proposals from qualified vendors for network equipment.

DUSD reserves the right to accept or reject any or all bids or any items therein, to waive any irregularities or informalities, and to contract in the best interests of DUSD.

The bid documents must be received by **Thursday, January 6, 2022 at 2:00:00 PM (Pacific) or earlier**, in a sealed envelope, identified by bid identifier "**DUSD E-Rate Year 2022 RFP Bid # 2201**", and addressed to Jay Serratore, Interim Superintendent, Delhi Unified School District, 9716 Hinton Avenue, Delhi, CA 95315.

Vendors may request a copy of the RFP from Dick Chai by calling (209) 381-6699, or by emailing dchai@mcoe.org with a subject line of "**Request for DUSD E-Rate Year 2022 RFP Bid # 2201**".

This RFP is let pursuant to Public Contract Codes 20111, 20118.2, and 22000.

All public works projects shall be subject to compliance monitoring and enforcement by the department of industrial relations.

Pursuant to California Labor Code sections 1725.5 and 1771.1 all public works contractors and subcontractors must be registered with the department of industrial relations.

Jay Serratore
Interim Superintendent, Delhi Unified School District

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LEGAL AD TO RUN: Merced Sun Star
Tuesday, November 9, 2021 and
Monday, November 15, 2021

**DELHI UNIFIED SCHOOL DISTRICT
E-RATE YEAR 2022 REQUEST FOR PROPOSAL**

Bid Requirements

This document serves as a Request For Proposal (RFP) for vendors to bid on DUSD needs for **network equipment**.

Vendors who are interested in bidding may request a copy of the RFP from Dick Chai by calling (209) 381-6699 or by emailing **dchai@mcoe.org** with a subject line of "**Request for DUSD E-Rate Year 2022 RFP Bid # 2201**". [Note: **vendors should follow up with a phone call if they did not receive a copy of the DUSD E-Rate Year 2022 RFP Bid # 2201 within 48 hours of the email request**].

Please direct all questions regarding this RFP and/or specific item(s) 470-nnn-22 in this RFP to **Dick Chai** at **dchai@mcoe.org**. Please use "**Questions about DUSD E-Rate Year 2022 RFP Bid # 2201**" on email subject line. All questions must be received before 4:00 pm on **Monday, November 22, 2021**.

In compliance with E-Rate rules, a **Service Provider Identification Number (SPIN)** will be required, i.e, vendors must possess a SPIN to participate in the E-Rate Program. Therefore, vendors are requested to provide their SPIN as part of their bid response.

Preference will be given to telecommunications service providers that offer the California Teleconnect Fund (CTF) 50% discount on the non-E-Rate portion of CTF-eligible services, and assume responsibility for "stacking" of discounts.

Each item on the RFP (called item 470) is identified by ITEM 470-nnn-22. For each item 470 tendered, vendors are requested to state the applicable prices and the **TOTAL BID PRICE** (if requested on the form). Vendors may include supplemental information such as product specifications, documentation samples, testimonials, etc.

Vendors shall include a separate quotation for each item 470 tendered. Please refer to the heading in each section of the RFP for details on the specific information to be included in the quotation. **For bids on Data Communications Services, vendors shall provide monthly unit pricing for each component of the service.**

All bid prices shall be valid for a minimum of **180** days **AFTER** the date of the E-Rate Year 2022 Funding Commitment Decision Letter. In the event of a price decrease for a service or a product, the price decrease shall be passed on to DUSD and documented with new price sheet sent to DUSD.

Each E-Rate eligible item 470 depends on partial funding from the E-Rate program. DUSD expects each vendor to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program. All contracts entered into as a result of these Form 470's will be contingent upon specific funding by the SLD. **The vendors will be responsible to bill the USAC Schools and Libraries Division for the DISCOUNTED portion applicable to a particular Form 471 Funding Request Number (FRN)**. Such vendors are known as **Service Provider Invoicing (SPI)** vendors, as used herein.

The vendors shall NOT submit any billing or perform any work BEFORE July 1, 2022. In addition, vendors shall NOT perform any work until a purchase order or a notice to proceed has been received from DUSD, AND, until an APPROVED Funding Commitment Decision Letter (FCDL) has been received from E-Rate.

RFP Updates/Changes/Addenda

All RFP addenda, if any, will be published by **Monday, November 29, 2021**. Vendors may obtain the RFP addenda by accessing the USAC E-Rate Productivity Center (EPC) Portal and searching for the RFP addenda for Billed Entity Number (BEN) 144364. The USAC E-Rate Productivity Center (EPC) Portal is located at **<https://portal.usac.org/suite/>**.

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[Note: vendors who do not have an account in EPC or need assistance, should call the Schools & Libraries Client Service Bureau (CSB) at (888) 203-8100].

In addition, vendors may obtain the RFP addenda from <https://www.delhiusd.org/o/delhi-usd/browse/43837>

Furthermore, vendors may request the RFP addenda from Dick Chai, by calling (209) 381-6699 or by emailing dchai@mcoe.org with a subject line of "**Request for E-Rate Year 2022 RFP Bid # 2201 Addenda**". **[Note: vendors should follow up with a phone call if they did not receive the addenda within 48 hours of the email request].**

Bid Submission Documents

Bidder understands that all bids are to comply with the General Conditions included herein and submit the following in their bid proposals –

1. The ORIGINAL & COMPLETE bid, signed in BLUE ink, containing ALL pages of the RFP and addenda, with actual bid amounts indicated in the appropriate areas, and separate quotations.
2. **One photo-copy of ALL pages of the COMPLETE bid with addenda.**
3. Two (2) copies of all product information specifications or any other submittals.
4. Service Provider Identification Number (SPIN).

Bids must be returned in a sealed envelope, identified by bid identifier "E-Rate Year 2022 RFP Bid # 2201", and addressed to **Attention: Jay Serratore, Interim Superintendent, Delhi Unified School District, 9716 Hinton Avenue, Delhi, CA 95315.**

DUSD RESERVES THE RIGHT TO DEEM ANY BID SUBMISSIONS THAT FAIL TO MEET THE CONDITIONS SPECIFIED IN THE BID SUBMISSION DOCUMENTS SECTION AS NON-RESPONSIVE AND THEREFORE, REJECT SUCH BID SUBMISSIONS.

DUSD WILL REJECT ANY BID SUBMISSIONS SENT VIA EMAIL AND/OR FAX.

Bid Submission Deadline

The deadline for submitting bids is **Thursday, January 6, 2022 at 2:00:00 PM (Pacific)**. DUSD shall use the official U.S. time that is provided by the web site <http://www.time.gov> to determine if the submission has met the deadline.

Note: It is the total responsibility of the Vendor to return bids to DUSD by the required date, time, and place. The DUSD District Office is closed daily between 12:00 noon and 1:00 P.M. and on weekends and holidays. Therefore, DUSD cannot receive bids during these times.

**DELHI UNIFIED SCHOOL DISTRICT
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Bid Opening

A public bid opening will be held on **Thursday, January 6, 2022 after 2:00:00 PM (Pacific)**.

Bid Assessment

DUSD shall award bids pertaining to **Public Works Projects** to the lowest, responsive, responsible bidder.

With the **exception** of bids pertaining to **Public Works Projects**, DUSD shall evaluate all valid bids deemed responsive on the following criteria

1. Price/Charges
2. Meets technical specifications and design
3. Prior experience
4. SPI vendor
5. Impact to DUSD cash flow
6. Non E-Rate eligible charges

Pursuant to Public Contract Code §20118.2, the weighted relevance of the evaluation criteria is ranked above with #1 (Price/Charges criterion) having the greatest weight followed by #2 through #6 (some weighted equally).

For each item 470 tendered, a score on a scale of 0 – 5 shall be assigned for each of the above criteria. In general, a score of 5 shall indicate the BEST, a score of 1 shall indicate the WORST, and a score of 3 shall indicate UNKNOWN/SATISFACTORY/AVERAGE, except

- SPI vendor – a score of 5 shall be assigned if the bidder is an SPI vendor, while a score of 1 shall be given if the bidder is NOT an SPI vendor.

A score of ZERO (0) shall be assigned to ALL criteria for bids that do not meet technical specifications.

Please refer to **Appendix 2** for a sample of the Bid Assessment Form.

For bids on leased dark fiber, DUSD shall evaluate the cost effectiveness of dark fiber (leased, IRU, special construction) vs. lit fiber services over a period of up to 20 years.

NETWORK EQUIPMENT

In the bid response to each ITEM 470-NWxx-22 in this section, the vendor shall state the total bid price of the all the network equipment in the **TOTAL BID PRICE** column. The vendor shall also include a separate quotation for each ITEM 470 in the bid response. The quotation shall indicate each piece of equipment, freight, sales tax, etc. The equipment information shall include the part number(s), make/model, part description, unit costs, total costs, and quantity. The vendor shall separate the eligible e-rate items (with totals) and the non-eligible e-rate items (with totals) on the quotation. [Note: "normal" business costs, such as, but not limited to, SURETY/BOND costs, overhead costs, etc. shall NOT be shown on the itemized quotation].

Network equipment to provide WiFi access at sites/locations that are listed in the table below. Refer to APPENDIX 3 for details. Equipment is needed to AUGMENT EXISTING DUSD's network infrastructure. Due to E-Rate bidding rules, we will accept bids that specify items / components that are **FUNCTIONAL EQUIVALENT to the part numbers listed in the equipment list. Please refer to the section "APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS" in this document for guidelines on "FUNCTIONAL EQUIVALENT"**

DUSD reserves the right to award all network equipment to one vendor

All equipment included in the vendor's proposal must be new and from an authorized reseller of the manufacturer's product for which they are quoting. No refurbished or grey-market gear will be accepted.

ITEM 470	SITE/LOCATION	DESCRIPTION	TOTAL BID PRICE
ITEM 470-NW1A-22	Delhi NOC	Network equipment to aggregate WAN connections	

GENERAL CONDITIONS

BID PREPARATION

1. Before submitting a bid, each bidder is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at the bidder's risk, and will not bar the bidder's obligation to perform if a contract is awarded pursuant to this Invitation to Bid. Each bidder must satisfy himself/herself by personal examination and by such other means as he/she may prefer as to the actual conditions and requirements under which the contract will be performed.
2. Bidders are encouraged to return the bids on forms furnished by the Delhi Unified School District (DUSD). The Delhi Unified School District (DUSD) reserves the right to disqualify bids that are not returned on forms furnished by the Delhi Unified School District (DUSD). DUSD requests two copies (the original plus one copy) of all bid pages and additional information or supporting documentation.
3. It is the total responsibility of the bidder to return the bid to the place called for, by the deadline. No bid or modifications received after the time specified in this Invitation to Bid will be considered for award. The DUSD is closed on weekends, on holidays, and between 12:00 noon and 1:00 P.M. on weekdays. Therefore, DUSD cannot receive bids during these times.
4. Changes, additions, or any other modifications which are not specifically called for in the bid may cause the bid to be rejected as not being responsive to the Invitation to Bid.
5. Bidders are encouraged to enter all information requested in the appropriate space on the form. Corrections, if necessary, must be initialed by the person signing the bid, in the margin adjacent to the correction. Please sign the bids in longhand in ink in all indicated areas. Failure to sign bid documents or initial corrections on bid documents MAY cause rejection of the bid.
6. Unless otherwise requested by the DUSD, all items supplied pursuant to this bid shall be new and unused.

APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR "FUNCTIONALLY EQUIVALENT" ITEMS

1. Vendors may propose to furnish alternatives or substitutes for a particular item specified in the RFP Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Vendor certifies to the DUSD in writing that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the DUSD that the use of the substitution or alternative is appropriate and will not result in an increase to the Contract Price. The Vendor shall submit engineering, construction, dimension, visual, aesthetic and performance data, and samples if requested by/to the DUSD to permit proper evaluation of the proposed substitution or alternative. If requested by the DUSD, Vendor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the DUSD deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Vendor shall not provide, furnish or install any substitution or alternative without the DUSD's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining DUSD review and final action of the same shall be subject to removal and immediate replacement with the specified item(s) in the RFP. The DUSD decision evaluating the Vendor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Vendor and which is accepted by the DUSD; provided, however, that in the event a substitution or alternative accepted by the DUSD and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Vendor's furnishing and/or installation of such

GENERAL CONDITIONS

approved substitution or alternative. The Vendor shall be solely responsible for all costs and fees incurred by the DUSD to review a proposed substitution or alternative, including without limitation fees of the DUSD, of any DUSD consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Vendor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, **all requests for the Vendor's review and approval of any proposed substitution or alternative and all engineering and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Vendor by Monday, November 22, 2021** as specified herein. Any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Vendor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

2. Final approval of a functional equivalent system shall be determined at the time of job completion. The filing of Form 486 will remain pending until installation is complete and tested to be functionally equivalent.

Failure to provide the "precise functional equivalent" shall result in the removal of the functional equivalent system at the contractor's expense. In that event, DUSD will not be financially responsible for the payment of the "functional equivalent" system and the labor to install that system.

3. Throughout this RFP, technical specifications, attachments and possible amendments, numerous references may have been made to products or services from specific Original Equipment Manufacturers (OEMs), generally in the context of providing information about DUSD's existing telecommunications and technology infrastructure. DUSD hereby strongly emphasizes its belief in open and fair competitive bidding compliant with the rules of the E-Rate program as well as all applicable state and local rules. Mention of brands is purely intended to convey required functional or quantitative information about the products and services in use. For each such reference, the phrase "or equivalent functionality" is hereby inserted by reference, especially where a description might be interpreted to convey possible future services sought. DUSD seeks the most cost effective and compatible solutions consistent with the RFP requirements.

4. The following types of equipment must include the specific functions (as stated below) to be compatible with the current network environment and be deemed functionally equivalent

- a). Network switches must support the following functions

- i). CDP
- ii). VTPv3
- iii). IPv6
- iv). QoS
- v). NetFlow

- b). Routers must support the following functions

- i). EIGRP
- ii). QoS
- iii). NetFlow

- c). Wireless devices must support the following functions

- i). Current 802.11 wireless specifications
- ii). Ability to map Active Directory OU to VLAN
- iii). QoS
- iv). Switch port auto configuration for Access Points
- v). Cisco Prime Infrastructure software

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5. Substitutions that may interfere with manufacturer warranty or support will NOT be permitted.

PRICES

1. All prices and notations must be typed or written in ink. Verify all prices before submission, since they may not be corrected after bids are opened. No oral or telegraphic modification will be considered.
2. Prices shall remain firm and in effect for a minimum of one hundred eighty (180) days after the date of the E-Rate Year 2022 Funding Commitment Decision Letter, unless a longer period is specified by the vendor (if so, specify on bid forms).

CASH DISCOUNTS

1. Unless otherwise specified, all prices bid shall be considered to be net. Cash discounts will be considered for bid evaluation purposes for timely payment only. Timely payment by the DUSD shall be in no case less than twenty (20) days. Further discounts for payments in less than twenty days may be accepted if determined to be in the best interest of the DUSD, but such discounts shall not be considered for the purpose of bid evaluation.
2. In connection with any cash discount offered, time will be calculated from the date of complete delivery of the supplies, labor, or equipment specified, or from the date correct invoices are received in the DUSD Accounting Office, whichever is later. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the DUSD warrant.

BID CLARIFICATION, CHANGES, ADDENDA

1. Any request(s) for clarification on or correction to the bid documents must be submitted to the DUSD via e-mail. The contact information is found in Appendix 1 of this document.
2. Changes in the bid documents shall be made by addenda. All addenda issued during the time of bidding shall be incorporated into the bid.
3. The DUSD will not be responsible for oral interpretations.

ACTUAL CONDITIONS

1. VENDOR shall be responsible for examining actual site(s) and certify all measurements, specifications, and conditions affecting the work to be performed at the site(s).
2. By submitting a bid, VENDOR warrants that they have made such site examination(s) as they deem necessary as to the condition of the site(s), its accessibility for materials, workers, and utilities, and ability to protect existing surface or subsurface improvements.
3. No claim for allowance of time or money will be allowed as to such matters for any other undiscovered conditions on the site(s).

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DELIVERY / RISK OF LOSS OR DAMAGE

1. Unless otherwise requested all items supplied to the DUSD shall be bid F.O.B. destination (U.C.C. 2-319 (1). a.). The bidder is required to absorb all delivery costs. The DUSD shall not be liable for any delivery, storage, demurrage, packing, or freight charges involved in the shipment of the item(s).
2. The Vendor shall be responsible for all transportation, loading, and unloading of materials or equipment associated with the project.
3. The Vendor agrees to assume all risk of loss or damage until the project is accepted by the DUSD.

TAXES

1. State and local taxes and all other applicable taxes are to be included in bids.

LIABILITIES

1. The Vendor or Vendor shall save, defend, hold harmless, and indemnify the DUSD against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work or supply of material under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Vendor, and subcontractor, or any employee, agent, or representative of Vendor or subcontractor.
2. The Vendor or Vendor shall hold the DUSD, its officers, agents, servants, and employees harmless from liability of any nature or kind, including the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used under this bid. The Vendor agrees to defend, at his own expense, any and all actions brought against the DUSD or himself because of unauthorized use of such articles.

INSURANCE

1. The Vendor agrees to maintain insurance adequate for protection from claims under Workers Compensatory Acts, and from claims for damages for personal injury, including death and damage to property, which may arise from operations under the contract.
2. The Vendor shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Vendor, subcontractor, or agent has been obtained.

DEFAULT BY BIDDER

1. In case of default by bidder, the DUSD may procure the articles or services from other sources and may deduct from any moneys due, or that may thereafter become due to the Vendor, the difference between the price named in the contract or Purchase Order and the actual cost thereof to the DUSD. Prices paid by the DUSD shall be considered the prevailing market price at the time such purchase is made.
2. Default by the bidder may be sufficient cause to remove bidder from the approved Vendor list for subsequent bids.

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3. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

ATTORNEY FEES / LEGAL FORUM

1. In the event that suit or action is brought by either party in this contract to enforce any of the rights thereunder, the prevailing party shall be entitled to recover such additional sums as the court may adjudge reasonable attorney fees.
2. The parties hereby agree that any legal dispute arising from this agreement shall be settled in the appropriate jurisdiction IN CLOSEST PROXIMITY to Merced County, California.

ASSIGNMENT OF CONTRACT

1. The Vendor shall not assign the whole or any part of this agreement or any payment due or to become due thereunder, without the written consent of the DUSD and all sureties who have executed bonds on behalf of the Vendor in connection with this contract.

WARRANTY

1. The Vendor warrants that the services and items provided shall be merchantable within the meaning of Articles 2313-2317, et. seq. of the California Commercial Code in effect on the date of this offer. In addition to all warranties which may be prescribed by law, the item(s) shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials or workmanship.
2. The Vendor also warrants that, to the extent the item(s) are not manufactured pursuant to detailed designs furnished by the DUSD, they will be free from defects in design.
3. Such warranties for any equipment provided, including warranties prescribed by law, shall run to DUSD, its successors, assigns, and customers, and to users of the items, for a period of one (1) year, after delivery, or such longer period as may be prescribed by law or by additional agreement.

AWARD OF BID

1. For Public Works projects, DUSD will award bids to the lowest responsive and responsible bidder(s). (P.C.C. 20111). Refer to BID ASSESSMENT section of the RFP for bid assessment criteria.
2. Non Public Works projects - due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of DUSD, the school district will consider, in addition to price, other factors/criteria that DUSD deems appropriate when awarding contracts for technology, telecommunications, related equipment, software, and services (P.C.C. 20118.2). Please refer to BID ASSESSMENT section of the RFP for bid assessment criteria.
3. DUSD reserves the right: (1). to award bids received on the basis of individual items or groups of items, or on the entire list of items; (2). to reject any or all bids, or any part thereof; (3). to waive any informality or irregularity in the bid; and (4). to accept the bid that is in the best interest of the DUSD, price and other factors considered

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WITHDRAWAL OF BID

1. Any bidder may withdraw his or her bid personally or by written request at any time prior to the scheduled due date and time for receipt of bids.

BID PROTEST PROCEDURE

1. Any Bidder submitting a Bid Proposal to the DUSD may file a protest of the DUSD's intent to award the Contract provided that each and all of the following are complied with:
 - a. The bid protest is in writing;
 - b. The bid protest is filed and received by DUSD's District Superintendent, not more than five (5) calendar days following the date of issuance of the DUSD 's Notice of Intent to Award the Contract; and
 - c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
2. Any bid protest not conforming to the foregoing shall be rejected by DUSD as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the DUSD District Superintendent shall review and evaluate the basis of the bid protest. The DUSD District Superintendent shall provide the bidder submitting the bid protest a written statement concurring with or denying the bid protest. Based on this statement, the DUSD District Superintendent will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. A determination by the DUSD District Superintendent relative to a bid protest shall be final and not subject to appeal or reconsideration. All the above requirements, including a final determination by the DUSD District Superintendent, shall be express conditions precedent to the institution of any legal or equitable proceedings relative to this bid. In the event that any such legal or equitable proceedings are instituted and the DUSD is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

OSHA COMPLIANCE / MATERIAL SAFETY DATA SHEETS

1. The article(s) covered in this bid must conform to the safety orders of the Division of Occupational Safety and Health of the State of California, and the Federal Occupational Safety and Health Act, whichever is more restrictive.

INSPECTION / ACCEPTANCE

1. All items provided under this bid shall be subject to inspection and test by the DUSD. All items must meet or exceed bid specifications, and/or, at a minimum, be merchantable per the definition of the California Commercial Code. Acceptance shall include (as applicable) complete delivery of all components, installation, training, testing, and other requirements of the contract, as verified by the DUSD.
2. In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the DUSD shall have the right either to reject them or to

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require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or if permitted or requested by the DUSD, corrected in place and at the expense of the Vendor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.

3. If the Vendor fails to promptly replace or correct such supplies or lots of supplies, the DUSD either (1) may, by contract or otherwise, replace or correct such supplies and charge to the Vendor the cost occasioned the DUSD thereby; or (2) may terminate this contract for default as provided in the clause of this contract entitled "Default."
4. Unless the Vendor corrects or replaces such supplies within the delivery schedule, the DUSD may require the delivery of such supplies at a reduction in price which is equitable under the circumstances.
5. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud

PERMITS AND LICENSES

1. In connection with the furnishing of materials, articles, or services listed herein, the Vendor and all of his or her employees shall secure and maintain in force such licenses and permits as are required by law.
2. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State, and Local laws.

INVOICES AND PAYMENTS

1. Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under this bid to the DUSD Accounting Office, 9716 Hinton Avenue, Delhi, CA 95315. All invoices and packing lists must reference the DUSD Purchase Order number.
2. Terms are net 30 days for the portion to be paid by Delhi Unified School District following acceptance and satisfactory operation of network equipment and services. Delhi Unified School District is not responsible for portion and payment terms as set out by the Schools & Libraries Corporation for E-Rate.

BID DOCUMENTS AND SAVINGS CLAUSE

1. The complete bid packet may include, as applicable, the Request for Proposal, General Conditions, Specifications, Addenda, or other supplementary information.
2. Any of the above shall be interpreted to include all of the provisions of the other documents as though fully set out therein. The Vendor should fully acquaint himself or herself with the conditions and terms affecting the performance of this contract.
3. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.
4. The Vendor agrees that in the event any provision(s) specified herein are finally held, or determined to be, illegal or void, or as being in contravention of any applicable law, the remainder of the agreement shall remain in full force and effect.

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PREVAILING WAGE

1. If the CONTRACTOR employs workers and the bid is for a “public project” (i.e., construction) greater than \$1,000 in value, the CONTRACTOR hereby agrees that the project described in this Invitation for Bids is a public work, in accordance with Section 1720-1861 of the California Labor Code, and waives any right to later object or contend that the project or any portion of the project is not a public work.
2. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing wage rate per diem wages and rate of legal holidays and overtime work. CONTRACTOR must pay any labor therein described or classified in an amount not less than the rates specified. Wage rates are available at the at the Department of Industrial Relations (<http://www.dir.ca.gov/dlsr/main.htm>). However, this does not relieve the CONTRACTOR or Subcontractor from paying the latest up-to-date Wage Rates as set forth by the California Labor Code. Specify that all labor provided in this proposal shall be performed in accord with the California Labor Code.
3. In a timely manner following completion of the project, the CONTRACTOR agrees to provide the DUSD with certified payroll records for each employee of the CONTRACTOR and all subcontractors who worked on the project.
4. The CONTRACTOR understands and agrees that at least the final payment (10% of the contract amount) will be withheld by the DUSD until the contract is complete, and DUSD is in possession of complete certified payroll records for all work performed by the CONTRACTOR and all subcontractors in connection with this contract, and is satisfied that prevailing wages are paid to employees on this project.

REQUIRED FORMS

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

"SPIN" NUMBER: _____

SERVICE PROVIDER INVOICING (SPI) (YES/NO): _____

CISCO PARTNER CERTIFICATION:

___ GOLD ___ SILVER ___ OTHER (SPECIFY) _____

CA STATE CONTRACTOR LICENSE NUMBER: _____

CA PUBLIC WORKS CONTRACTOR REGISTRATION: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

OFFER TO THE DELHI UNIFIED SCHOOL DISTRICT (DUSD)

*IN COMPLIANCE WITH THE GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS (IF APPLICABLE), ATTACHED LIST OF ITEMS, ADDENDA (IF ANY), AND OTHER BID DOCUMENTS, THE UNDERSIGNED OFFERS AND AGREES THAT IF THIS OFFER IS ACCEPTED BY DUSD, WITHIN ONE HUNDRED EIGHTY (**180**) DAYS FROM THE DATE OF DUSD'S PURCHASE ORDER, TO FURNISH ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED, AT THE TERMS, CONDITIONS, SPECIFICATIONS, AND PRICES LISTED, DELIVERED, F.O.B. DESTINATION, WITHIN THE TIME SPECIFIED. THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS AN AUTHORIZED AGENT TO SIGN ON BEHALF OF THE COMPANY.*

VENDOR TO COMPLETE PUBLIC WORKS PROJECTS OR DELIVERY OF MATERIALS, EQUIPMENT, SUPPLIES, AND/OR SERVICES WITHIN **120** DAYS AFTER DATE OF THE DUSD PURCHASE ORDER OR ACCORDING TO E-RATE GUIDELINES, WHICHEVER OCCURS FIRST

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

RETURN ALL BIDS TO:

*Jay Serratore, Interim Superintendent
Delhi Unified School District
9716 Hinton Avenue
Delhi, CA 95315
Telephone: (209) 656-2000 ext 1105*

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APPENDIX 1

Please refer your questions regarding this RFP and/or specific item(s) 470-nnn-22 to the person(s) listed below

Dick Chai

Telephone: (209) 381-6699
Email: dchai@mcoe.org

APPENDIX 2

E-Rate Bid Assessment Matrix (Delhi Unified School District)

Page 1 of _____

Funding Year **2022**

Project or Service Description 470- -22

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***	Raw Score**	Weighted Score***
Prices/Charges	35%						
Meets technical specifications and design	20%						
Prior experience	15%						
SPI Vendor (Yes=5, No=1)	10%						
Impact to DUSD cash flow	10%						
Non E-Rate eligible charges	10%						
Overall Ranking	100%						

Vendor Selected:
Approved By:
Title:
Date:

Bid Assessment Comments, if needed:

Notes:

* The weight of each criterion as determined by DUSD. Percentage weights must add up to 100%. **Price must be weighted the heaviest.**

** Evaluated on a scale of 1 to 5: 1=worst, 5=best. 3=unknown/satisfactory/average (except for "Prices/Charges", "SPI vendor")

*** Weight x Raw Score

Bids on Public Works Projects shall be awarded to the lowest RESPONSIVE & RESPONSIBLE bid

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APPENDIX 3

DELHI UNIFIED School District (DUSD)

E-Rate Year 2022

Wired/Wireless Network Infrastructure Equipment - Delhi NOC

470-NW1A-22

Due to E-Rate bidding rules, we will accept bids that specify items / components that are FUNCTIONAL EQUIVALENT to the part numbers listed in this document. Please refer to the section “APPROVAL OF SUBSTITUTIONS AND ALTERNATIVES FOR “FUNCTIONALLY EQUIVALENT” ITEMS” in this document for guidelines on “FUNCTIONAL EQUIVALENT”

Item	QTY	Part Number	Description	Unit Price Bid	Total Price Bid	% Discount
1	1	N9K-C9504-B3-E	Nexus 9504 chassis bundle with 1Sup, 3PS, 2SC, 4 FM-E, 3Fan			
2	1	CON-SNT-N9504B3E	SNTC-8X5XNBD Nexus 9504 chassis b			
3	1	NXOS-ES-M4	NX-OS Essentials SW license for Nexus Modular 4 Slot			
4	1	CON-ECMU-NXOSESM4	SWSS UPGRADES NX-OS Essentials SW license for Nexus Mo			
5	1	N9K-SUP-A+	Supervisor for Nexus 9500			
6	1	N9K-PAC-3000W-B	Nexus 9500 3000W AC PS, Port-side Intake			
7	1	N9K-X9736C-FX	Nexus 9500 36p 100G NX-OS Agg, ACI Spine, MACSec line card			
			Vendor shall include applicable Cisco support (8x5xNBD) cost for each device/component as separate line items, if such support is not stated in this document			

Total			
Sales tax			
Shipping			
Grand Total			