

San Marcos Unified School District Request for Proposal # P2019-03

Network Equipment for
San Marcos Elementary School

Date of Issue: January 30, 2019

Proposal Submittal Due Date: Thursday, February 28, 2019 at 10:30am.

Proposal to be returned PRIOR TO time and date above.

RETURN TO:
San Marcos Unified School District
Lynne Kotas
Executive Director of Purchasing
255 Pico Avenue Ste 250
San Marcos, CA 92069
lynne.kotas@smusd.org
760-752-1218

VENDOR'S CERTIFICATION

The undersigned hereby proposes and agrees to furnish and deliver to
San Marcos Unified School District the materials, supplies,
products, equipment and/or services as quoted in accordance with the terms, conditions,
specifications and prices described herein.

Name of Company _____

E-Rate SPIN Number _____

Address _____

City _____ State _____ Zip _____

Telephone No. _____

Email _____

Name _____ Signature _____

RFP INFORMATION:

- *This is a request for equipment with NO installation. Quantities are approximate and may be altered.
- *The District has posted an E-rate Form 470 application **#190006638** for this RFP.
- *Unit prices are to be delivered for delivered cost. Do not include sales tax. Sales tax is to be added at time of purchase.
- *Please send any questions and bid response to Lynne Kotas at lynne.kotas@smusd.org. The contract dates are from **July 1, 2019 through September 30, 2020** with an option to ship on or after April 1, 2019 as long as USAC is not invoiced until after July 1, 2019.
- *Purchased components are being placed into existing equipment stack.
- *Vendor shall certify that it is a Manufacturer Authorized Channel Partner as of the date of the submission of their offer, and that it has the certification/specialization level required by Manufacturer to support both the product sale and product pricing, in accordance with the applicable Manufacturer certification/specialization requirements.
Unless otherwise specified, Vendor shall warrant that the products are new, in their original box. The Vendor confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase.
In the event there are questions pertaining to the validity of the products, the District reserves the right to verify the origin of the products with the manufacturer. In the event the products have been acquired from un-authorized channels, the District further reserves the right to reject the Vendor bid and/or return the products for a full refund.

GENERAL INSTRUCTIONS

1. **SECURING DOCUMENTS:** Specifications and other contract document forms will be available without charge, and may be secured by prospective Vendors at the office of:

Lynne Kotas, Executive Director of Purchasing
San Marcos Unified School District
255 Pico Avenue Ste 250
San Marcos, CA 92069
760-752-1218
lynne.kotas@smusd.org
2. Proposals to receive consideration shall be made in accordance with the following instructions:
 - a) Proposals shall be made upon the form therefore obtained at the Purchasing office & properly executed. Proposals shall be typed or written in ink before submission. Proposals are to be verified, as they cannot be corrected after Proposals are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineation, alterations, or erasures.

- b) Before submitting a Proposal, Vendors shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the Proposal. No allowance will be made because of lack of such examination or knowledge.
- c) Proposal and addenda shall be submitted in a sealed envelope/box and labeled using the following format.

Company Name:

RFP TITLE: #P2019-03 – Network Equipment for San Marcos Elementary

Submittal Deadline: February 28, 2019

Receipt Time: 10:30am, Pacific Time

Mail or deliver Proposal To:

San Marcos Unified School District

Purchasing Department

255 Pico Avenue Ste 250

San Marcos, CA 92069

Attn: Lynne Kotas

Any Proposal received after the scheduled time for receipt of Proposals shall be returned to the Vendor unopened.

- 3. **AGREEMENT:** The Agreement, which the successful Vendor(s) will be required to execute, is included in the RFP. The contract documents should be carefully examined by the Vendor. The component parts of the Agreement include the following: The Notice to Bidders, the General Instructions and Conditions, the Scope of Work, the Equipment List/Pricing Form, and all Addenda, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation and completion of all items called for in the Contract.
- 4. The award shall be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered.
- 5. **DUE DATE:** All information requested must be completed and submitted by: **February 28 at 10:30 a.m. (PST)**. Proposals received after this time will not be considered. One original and one (1) copy of the RFP shall be submitted.
- 6. **PROPOSAL FORM:** All RFPs must be signed and sealed in the form intended by the respondent or emailed. This sealed proposal must be submitted at vendor's expense to the San Marcos Unified School District on or before the time and date of the proposal deadline. Late proposals will not be accepted. No modifications of any proposal will be considered. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Any alteration or erasure by the vendor in this proposal may constitute cause for rejection.
- 7. **COMPLETE RESPONSE:** Vendors must respond in each and every area as specified in the RFP documents. Accuracy of the proposal is the responsibility of the vendor.

8. **PRICES:** All prices must be FOB destination. For E-rate purposes, pricing shall be the vendor price without including any projected E-rate discounts. Pricing shall not include any tax, but all taxes and fees shall be listed and identified, if applicable.

Prices shall remain firm for 180 days after **July 1, 2019** or the receipt of the Funding Commitment Letter, whichever is later. If prices decrease during the term of this contract, the successful vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

9. **PROCESS:** This process is a Request for Proposal / Evaluation / Competitive Negotiation process in accordance with Public Contract Code 20118.2. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential.

The negotiation discussions will be held as confidential as well until such time as the award is completed.

10. **ALTERNATE PROPOSALS:** Each respondent may submit alternate solutions. If a respondent submits alternate solutions, all information required in the Proposal submission requirements shall be submitted for each solution proposed.

11. **BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS:**

Each Bid shall be accompanied by a certified or cashier's check payable to District, or a satisfactory Bid bond in favor of District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount specified on the Bid Form. The check or Bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder. If the proposal is not accepted by the District within 60 days after the time set for the Bid opening, the certified checks or Bid bonds will be returned. Any bidder not providing the required Bid security will be considered non-responsive and the Bid shall be rejected.

A Performance Bond in the amount of one hundred (100%) of the contract price shall be required and must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established. **NOT APPLICABLE**

12. **DEMONSTRATIONS:** If the District considers a need, vendors shall be required to arrange demonstrations of items or services. Failure to be able to provide such working demonstration may disqualify the vendor's RFP submittal.

13. **BRAND NAMES AND MODEL NUMBERS:**

Brand names and model numbers where specified have been shown due to existing standards set by the district. Specific makes and models are required in some circumstances in order to be compatible with existing district equipment. Bidders may bid an Alternate manufacturer but product will need to meet minimum criteria of existing requested APC manufacturer models.

Vendors may find discrepancies in the model numbers given in that the model number may be an old one and the items is now referred to by a new number. Consideration will be given in that situation as well.

14. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:**

The vendor hereby agrees and acknowledges that monies utilized by the District to purchase the RFP items include Public money appropriated by the Federal Government or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

15. Evaluation Criteria for Award – **Please provide answers to below statements:**

***Cost: 50 points** (pg 7-9)

***Service/Service Level/Locality/Methodology (cost of change, technology, billing): 25points**

Please state your Level Partner status with Manufacturer and where your local service office is located: _____

Please state your warranty on rfp items _____

Please state your DOA (Dead on Arrival) Replacement plan _____

***References, Experience, Financial Soundness: 20 points**

Provide 3 references of current K-12 school districts that have purchased same or similar product. Please list or provide attachment detailing your companies experience selling and supporting bid equipment.

***Experience with Erate: 5 points**

Please provide list or attachment detailing your past Erate experience with K-12 districts and complying with Attachment 21 documentation within last 5 years.

Erate Requirements:

1. Failure to obtain the requisite E-rate funding, in any contract year, will make any contract, resultant from this RFP, voidable at the option of the District.
2. All respondents to this RFP must be participants “in good standing” in the E-rate program and must provide their E-rate Service Provider Identification Number(s) (SPIN) as part of the response. Instructions on how to obtain a SPIN can be found at the Universal Services Administration Company (USAC) web site.
3. Respondents must acquire a SPIN, and provide it to DISTRICT at the time the proposal is submitted or the proposal will be found non-responsive.
4. Vendor must adhere to all E-rate “Open and Fair Bidding” rules including but not limited to the rules associated with vendor “gifts” to District or employees. For more information visit the FCC update “DA 10-2355). In the event a vendor violates the above rule, said firm will be disqualified from further consideration.
5. Proposed solution is included as an official E-rate eligible service. If any part of the solution is not an eligible service, that cost must be clearly identified so the District can allocate it out of their E-rate application.
6. Provide detailed billing, by site, of all equipment, software/licenses, and any other cost associated with this RFP. Invoices will specifically include date of invoice, date of service, funding request number (FRN), Vendor’s signature attesting to the accuracy and completeness of all charges, detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions, clear, concise breakdown of amounts to be billed to USAC, clear presentation of both eligible and ineligible services, presented with Vendor letterhead information, District’s billed entity number, proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (FCDL).
7. Vendor shall agree to cooperate fully and in all respects with the District, the Universal Service Administrative Company (USAC), and any agency or organization administering the E-rate Program to ensure that the District receives all the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

8. Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoices due to late filing.
9. Vendor understands and agrees that district shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.
10. Vendor shall submit to the District for its review and approval before submitting it to USAC for payment, a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate opportunity to review and approve them.
11. Vendor understands that E-rate program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC.
12. Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data related to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of the service and shall be submit to inspection and audit by the District.
13. In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations.
14. The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with the E-rate "program year" or an extended service end date for an E-rate program year pursuant to the "service delivery deadline extension," as those terms are defined by the FCC and/or USAC.

PRICING FORM FOR RFP P2019-03:

To be completed and submitted by Bidder by deadline noted in RFP documents.

Make	UPS Model/Part # or Equivalent	Description	Quantity	Price/Unit	Extended Price
Cisco	WS-C4500X-16SFP+	Core Switch	1		
Cisco	CON-SW-WSC16SFX	Cisco Base	1		
Cisco	C4KX-PWR-750AC-R	Power Supply	2		
Cisco	C4500X-16P-IP-ES	Enterprise Service/Product Upgrade License	1		
Cisco	WS-C2960X-48FPD-L	Switch	3		
Cisco	WS-C2960X-48FPS-L	Switch	20		
Cisco	C2960x-Stack=	Stack Module	23		
Cisco	SFP-H10GB-CU1-5M=	Twinax Cable	2		
Shipping					
Tax					
Grand Total					

SMUSD requests pricing for the above items or equivalent. Provide EACH pricing.
District currently has this manufacturer installed at all school sites.

1 year warranty required, at a minimum

AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2019, in the County of San Diego, State of California, by and between the San Marcos Unified School District, hereinafter called the District, _____ hereinafter called the Vendor.

WITNESSETH that the District and the Vendor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Vendor shall perform within the contract terms under the below bid name as herein defined, and shall provide all materials and related items in connection with the following titled project:

RFP No. P2019-03
Network Equipment for San Marcos Elementary

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. The contract will commence on July 1, 2019. Component orders may be placed prior to July 1 and are able to ship after April 1, 2019 as long as vendor does not invoice prior to July 1st, 2019.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Vendor, as full consideration for the faithful performance of the contract, and including any applicable sales, use or other taxes or costs, for any devices or items that are listed on the Pricing Sheets submitted and awarded as they are inclusive to the bid.

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

RFP Information
Erate Requirements
Equipment Lists
Agreement

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

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

VENDOR:

DISTRICT:

SAN MARCOS UNIFIED SCHOOL DISTRICT

Signature: _____

By _____

Print Name: _____

Mark A. Schiel

Title: _____

Asst. Superintendent of Business Services