

Saddleback Valley

Unified School District



SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

25631 Peter A. Hartman Way, Mission Viejo, CA 92691

**RFP #22-06
NETWORK INFRASTRUCTURE EQUIPMENT REPLACEMENT
ERATE**

RFP Due Date: February 17, 2023 2:00 PM Sharp!

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NOTICE INVITING BIDS

DISTRICT	SADDLEBACK VALLEY USD
PROJECT IDENTIFICATION	Network Infrastructure Equipment Replacement
RFP #	RFP # 22-06
RFP DUE DATE	DATE: February 17, 2:00 PM Sharp! Saddleback Valley Unified School District 25631 Peter A. Hartman Way, Mission Viejo, CA 92691
SUBMIT PROPOSALS TO	Tom Finley, Purchasing Saddleback Valley Unified School District 25631 Peter A. Hartman Way, Mission Viejo, CA 92691

RFP AND CONTRACT DOCUMENTS AVAILABLE

<https://web.svusd.org/Purchasing/>

<https://data.usac.org/publicreports/Forms/Form470Rfp/Index>

LAST DAY FOR RFP QUESTIONS

DATE: February 6, 5:00 PM

NOTICE IS HEREBY GIVEN that the Saddleback Valley Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as the “Owner” or “District”, will receive prior to the above-stated time and date sealed bids for the award of a Contract for the following: RFP # 22-06 Network Infrastructure Equipment Replacement.

All bids shall be made and presented only on the forms presented by the Owner. Bids shall be received in the Office of the Saddleback Valley Unified School District at 25631 Peter A. Hartman Way, Mission Viejo, CA 92691, and shall be opened and publicly read aloud at the above state time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after the award of the bid and may be extended upon mutual consent of the District and the Bidder for an additional four (4) years in accordance with provisions contained in Education Code Section 17696 and the bid documents. Contract is not to exceed 5 years.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Bid Security. A bid bond, cashier's check, or a certified check both payable to the order of the Saddleback Valley Unified School District in the sum of Ten Percent (10%) of the total bid amount.

No Withdrawal of Bid Proposals. No Bidder shall withdraw its Bid Proposal for a period of ninety (90) days after the award of the Contract by the District's Board of Education. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

Substitute Security. In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Bidder's performance under the Contract will be permitted at the request and expense of the Bidder. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall have thirty (30) days following action by the District's Board of Education to award the Contract to such Bidder to submit its written request to the District to permit the substitution of securities for retention. The failure of the Bidder to make such written request to the District within said thirty (30) day period shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.

Waiver of Irregularities. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder submitting the highest point accumulation from the RFP Evaluation Criteria. The District fully reserves the right to make multiple awards, to make no award at all, or to award based upon any combination of the base bid and/or individual line items, regardless of site location. Bids will be evaluated using the Bid Evaluation Criteria described in the solicitation documents

E-Rate Requirements. The project is 100% contingent upon the approval of funding from the Universal Services Fund's Schools and Libraries Program, otherwise known as E-Rate. The District may or may not proceed with the project, in whole or in part even in the event E-Rate funding is approved. Execution of the contract, in part or in whole, is solely at the discretion of the District. Bidders wishing to bid, do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with the bid and/or a decision not to proceed with the project, even after the award of the project. By submitting a bid, each Bidder agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the District cancel the project.

Each bid must conform to and be responsive to the contract documents.

Inquiries and Clarifications. The Bidder is advised that all inquiries and clarifications about the Bid Documents, Drawings, Specifications, etc., shall be submitted to the District in writing at least

eleven (11) days before the RFP due date. The District will respond at its earliest possible opportunity. Verbal communication by either party with regard to this matter is invalid. The last day for inquiries (questions) in writing to the DISTRICT at eratebids@svusd.org is **February 6, 2023, at 5:00 PM**

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT Orange County, State of California

FOR: The Board of Trustees

Publication Dates: Orange County Register: **January 11, 2023 & January 18, 2023**

BID OVERVIEW

It is anticipated that the Board of Trustees will award contract(s) for this bid at its regular meeting scheduled for **March 9, 2023**.

The Saddleback Valley Unified School District, located in Orange County, in the state of California serves a student population numbering approximately 24,000 in grades T-Kindergarten through Twelfth grade. Currently the District has thirty-four (34) school sites: four (4) High Schools, (1) Alternative High School, (1) Special Education School, four (4) Intermediate Schools, and Twenty-four (24) Elementary Schools. In addition, there are administrative sites, which include the District Office, Food Services, Warehouse, and Maintenance/Operations Departments.

The Saddleback Valley Unified School District, acting by and through its Governing Board, is seeking competitive bid for network infrastructure access, distribution, and core switch gear and management services to replace its existing switching gear for all school sites and administrative locations. A detailed school list is included below for reference.

Technology is tightly integrated in the educational program which includes a student 1:1 Chromebook program for 24,000 K-12 students with a built-in device refresh, a modern curriculum with digital online entitlements for students and teachers, we support bring your own device (BYOD) such as phones and personal IP enabled devices, assignment of Mac or PC laptops to all classroom teachers and administrators on a four (4) year refresh cycle, next-generation wireless video presentation systems with enhanced audio as a classroom standard, and outdoor learning spaces with wireless access coverage. The District anticipates an increase in additional technology integration for teaching and learning that will rely on a robust network switching infrastructure supporting robust power over ethernet plus or better to support voice over IP phones, high-definition security cameras, and multi-gigabit wireless access points for dense wireless learning environments with heavy access to hosted high-definition media content and enterprise systems.

All school sites and administrative locations have an HP 5406Rzl2 as a core switch with HP 2920 POE+ edge switch stacks with ten (10) Gbps interconnectivity between the core and distribution switches. The District has a ten (10) Gbps mesh network provided by Cox Communications. Thirty (30) sites connect to the Cox mesh via one (1) Gbps connection, and four (4) sites connect via two (2) Gbps connections. The District Office connects via a ten (10) Gbps connection to the Cox mesh network. All school sites' outbound/inbound internet traffic goes through the core data center located at the District Office via a primary ten (10) Gbps connection to the Orange County Department of Education serving as our internet service provider (ISP) and a second two (2) Gbps connection to Cox Communications internet service provider (ISP) via a ten (10) Gbps.

In conforming with the FCC Schools and Library Division (SLD), "Universal Service Fund" (known as E-Rate), the Saddleback Valley Unified School District has posted a Form 470 to seek E-Rate discounts for the services sought by this bid. The Form 470 was posted and can be found at the following website:

<https://data.usac.org/publicreports/Forms/Form470Rfp/Index>

The Bidder is expected to cooperate and coordinate fully with District staff so that work under this contract may be carried out without interference or delays.

Thank You for your interest!

Instructions to Bidders

1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and Bid number for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of the bid. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
2. Bid Security. A bid bond, cashier's check, or a certified check each payable to the order of the Saddleback Valley Unified School District in the sum of Ten Percent (10%) of the total bid amount.
3. Signature. The bid form, all bonds, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If the bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint ventures.

Bids submitted by individuals must be signed by the bidder unless an up-to-date power-of-attorney is on file in the Owner's office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. No oral or telephonic modification of any bid submitted will be considered.
5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.
6. Examination of Site and Contract Documents. Each bidder may be required to visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications, and all other documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security, if required, for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Cancellation for Insufficient or Non-Appropriated Funds. The Bidder hereby agrees and acknowledges that monies utilized by the district to purchase the bid line items is 100% contingent upon the approval of funding from the Universal Services Fund's Schools and Libraries Program known as E-Rate and/or public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities by location of items due to non-availability or non-appropriation of sufficient funds.
9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the

Owner. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each bidder receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If discrepancies on drawings, specifications, or elsewhere in the Contract Documents are not covered by addenda, the bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, TO: **eratebids@svusd.org**

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. The bidder is responsible for the legibility of handwritten requests. Pre-bid clarification requests shall be filed a minimum of nine (9) days prior to bid opening. Requests received less than nine (9) days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarification requests which materially affect the bidder’s price will be made by Addendum issued by the Saddleback Valley Unified School District not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders, or making a prime proposal.
11. Evaluation Criteria. It is the intent of the Saddleback Valley Unified School District in compliance with Federal Communications Commission (FCC) rules to receive the most cost-effective solution possible with compatibility with its existing network infrastructure, and as such, the following Schedule of Criterion will be used, with the contract awarded to the vendor with the highest total of points based on the bid’s quality of completeness, thoroughness, accuracy, compliance with proposal instructions, and organization and conciseness of descriptive text material:

<u>Point Category</u>	<u>Points Allotted</u>
Total Project Price (including tax)	30
Completeness of Proposed Solution	25
Service, Experience, and Knowledge	25
Business Stability and References	10
Demonstrated “E-Rate” experience	10
Total Possible Points	100

12. Award of Contract. The Contract will be awarded to the most responsible bidder by action of the governing Board pursuant to the terms and conditions of the Contract Documents including, but not limited to, the Special Conditions. The Owner reserves the right to reject any or all bids, or to

waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the Owner may award the Contract to next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.

13. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the Owner's Business Department not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
 - a. Resolution of Bid Controversy. Once the bid protest is received, the apparent most responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent bidder will be given an opportunity to rebut the evidence and present evidence that the apparent bidder should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.
 - b. Finality. The decision concerning the Bid controversy will be final and not subject to any further Appeals.
 - c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.
14. Required Delivery Dates. Actual delivery of the equipment shall be coordinated with the District's Purchasing Department specified on each Purchase Order. Upon award of bid, supplier shall keep sufficient stocks of product to insure prompt delivery.
15. Warranty. The supplier, manufacturer, or its assigned agent shall guarantee product against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date, followed by the supplier or manufacturer warranty timeframe. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, education, and product liability standards. All products shall be delivered in an original equipment manufacturer "new" condition in the manufacturer's original packaging, with the exception of those items required to be delivered fully assembled.
16. No Minimum or Maximum Quantities, Order Changes, or Limitations Upon Number of Orders. The District anticipates the award of contract for bid line items listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts, nor shall the District be required to limit its orders to only those figures. This is an indefinite quantity bid. Bidders shall not specify minimum or maximum quantities. Unlimited orders within the term of the contract shall be allowed to the awarding District as quoted in the bid.

17. Technology Clause. As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.
18. Freight Terms. All items ordered through a Purchase Order shall be delivered FOB District Warehouse.
19. Preference for Materials and Substitutions.
 - a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
 - b. Request for Substitution. See Supplementary General Conditions.
20. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested, and the bidder will forfeit their bid security to the Owner.
21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If in the District's sole discretion, it determines any pricing, costs, or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to the cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.
22. Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit a declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.
23. Sales Tax. Include California Sales tax, but not in unit prices. Do not include or add Federal Tax, as the District is exempt.

24. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the Owner premises at any time.
25. Obtaining Bidding Documents. Bidding Documents, may be downloaded from: Saddleback Valley Unified School District website: web.svusd.org/purchasing/

The bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of the bidder to receive any Bidding Document, form, instrument, Addendum, or other documents shall not relieve the bidder from any obligations with respect to the bid and/or Contract.

26. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner office of Saddleback Valley Unified School District and only in the form of a written Addendum on the District website to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.
27. Bidder Responsibility. The bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of the Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the Owner and not noted as being acknowledged by the bidder as required in the Bid Form may result in the bid being deemed non-responsive.
28. Pricing – Terms of Contract. Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after the award of the bid and may be extended upon mutual consent of District and vendor for an additional four (4) one-year periods in accordance with provisions contained in the Education Code, Section 17696 (K-12) and 81644 (Community Colleges). Price increases may be negotiated subject to existing local market conditions, and as determined by the Los Angeles Consumer Price Index (CPI), but may never exceed five percent (5%). In the event of a general price decrease, the District reserves the right to revoke this bid award unless the decrease is passed on to the District.
29. Multi-Year Extensions. Subject to the provision of paragraph 27 (above), and pursuant to Education Code, Section 17596 and 81644 (Community Colleges), this bid may be extended (by mutual consent expressed in writing) for four (4) additional years, not to exceed five (5) years from Board of Trustees award.

30. E-Rate Requirements. The project is contingent upon the approval of funding from the Universal Services Fund's Schools and Libraries Program, otherwise known as E-Rate. The District may or may not proceed with the project, in whole or in part, even in the event that E-Rate funding is approved or not approved. Execution of the contract, in part or in whole, is solely at the discretion of the District.

31. Precedence

In the event of a conflict between contract terms and conditions, special provisions, specifications, plans and drawings, and instructions, the following order of precedence shall prevail: specifications; special provisions; plans and drawings; instructions; terms and conditions.

Bidders wishing to bid, do so solely at their own risk. The District is not liable or responsible for any costs, loss, fees, or expenses, of any kind, associated with the bid and/or a decision not to proceed with the project, even after award of the project. By submitting a bid, each Bidder agrees to bear all of its own costs, fees, expenses, and losses, of any and all kind, should the District cancel the project.

32. Equivalency Language

For convenience in designation on the plans or in the scope or work, 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".

BID FORM

RFP # 22-06

NETWORK INFRASTRUCTURE EQUIPMENT REPLACEMENT

BIDDER
NAME: _____

ADDRESS: _____

TELEPHONE: () _____

FAX: () _____

EMAIL _____

TO: Saddleback Valley Unified School District, acting by and through its Governing Board, herein called "Owner".

- (1) Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

RFP #22-06

NETWORK INFRASTRUCTURE EQUIPMENT REPLACEMENT

In the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

- (2) BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM WITH A CHECK MARK
- | Number 1 | Number 2 | Number 3 | Number 4 | Number 5 | Number 6 |
|----------|----------|----------|----------|----------|----------|
| _____ | _____ | _____ | _____ | _____ | _____ |

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive. It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Bidder understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

- (3) The required Non-Collusion Declaration is attached hereto.
- (4) Bid bond, cashier's or certified check payable to the order of the Saddleback Valley Unified School District in the sum of Ten Percent (10%) of the total bid amount.
- (5) The Substitution Request Form, if applicable, is attached hereto.
- (6) The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

- (7) PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.
- (8) PRECEDENCE
In the event of conflict between contract terms and conditions, special provisions, specifications, plans and drawings and instructions, the following order of precedence shall prevail: specifications; special provisions; plans and drawings; instructions; terms and conditions.
- (9) The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

Phone Number

Fax Number

E-Mail

By: _____ Signature of Bidder Representative Date: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents, and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above. *All signatures must be made in permanent ink*

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

BID SECURITY

Accompanying this bid is a bid bond, cashier's check payable to the order of the Saddleback Valley Unified School District or a certified check payable to the order of the Saddleback Valley Unified School District in the sum of Ten Percent (10%) of the total bid amount.

The proceeds of this check shall become the property of said Owner, if, this bid shall be accepted by the Owner through the Owner's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held nonresponsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Bidder Agrees to Provide Specified Item if requested to Substitute is Denied ¹ (circle One)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the _____

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

E-RATE CERTIFICATION

I, _____, certify that _____, is a
(Print or Type Name) (Company Name)
Service Provider as defined by the E-Rate Program and has not been suspended or disbarred
from participating by the Federal Communications Commission. Our SPIN # is
_____, and we have operated under this SPIN for _____ years.
(Service Provider ID)

I also certify to the acceptance of the following:

1. All information necessary to respond to any PIA (Program Integrity Assurance), Items 25 Selective Review, or Audit Performed by the FCC, the SLD, or their designated authority, will be furnished completely and in a timely manner sufficient to meet the any response deadlines;
2. In the event an appeal is necessary, all information necessary to complete the appeal will be furnished completely and in a timely manner to the Saddleback Valley Unified School District, its attorney(s), or authorized agent;
3. Any contract awarded based upon RFP #22-06 is contingent upon the receipt of a Funding Commitment Decision Letter (FCDL) from the SLD that awards the request discounts in full. In the event that partial funding or no funding is granted, the District reserves the right to cancel the contract in whole or in part;
4. The District will be invoiced for only the matching funds portion, and it is our responsibility, as the E-Rate Service Provider, to invoice the SLD for the remaining “non-discount” portion. This billing method is known as the SPI (Service Provider Invoice);
5. In the event the Saddleback Valley Unified School District wishes to perform a SPIN change, as afforded by the COPAN decision, permission will be granted within the contract terms, provided 14 days prior written notice is given.

(Original Signature)

(Date)

(Print or Type Name)

(Title)

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

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 connections 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 of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students eligible to receive free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the FCC and USAC throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. 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://www.fcc.gov/licensing-databases/commission-registration-system-fcc>
- d. 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

- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.
- f. 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).
- g. 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 E-rate eligible costs per USAC guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using the most currently available "Bulk Upload Template" located at <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>. Subsequent schedules of values and invoices for must match the Bulk Upload Template or subsequent service substitutions.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the District and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price (“LCP”) pursuant to § 54.511(b). Further details on LCP may be obtained at USAC’s website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. 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.
- d. Service Providers are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and services. The Service Provider acknowledges that the Service Provider is solely responsible to complying with LCP requirements. To the extent that the FCC and/or USAC finds an LCP violation and reduces the E-rate Funding, the Service Provider agrees that it will not hold the District liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, Commitment Adjustments (“COMADS”) and/or Recovery of Improperly Disbursed Funds (“RIDFS”).
- e. The Service Provider attests that its offer does not violate the FCC’s Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC’s Website: <https://www.usac.org/about/reports-orders/supply-chain/>. The current list of prohibited equipment and services is listed here: <https://www.fcc.gov/supplychain/coveredlist>.
- f. The Service Provider acknowledges that the Service Provider is solely responsible to complying with the FCC’s ban on prohibited equipment and services posing a threat to National Security. To the extent that the FCC and/or USAC finds a violation of these requirements and reduces the E-rate Funding, the Service Provider agrees that it will not hold the District liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, Commitment

Adjustments (“COMADS”) and/or Recovery of Improperly Disbursed Funds (“RIDFS”).

- g. This offer is in full compliance with USAC’s Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the 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.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

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 2023 funding year (July 1, 2023). 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. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Construction begins after selection of a service provider pursuant to a valid competitive bidding process;*
- *A Category One recurring service depends on the installation of the infrastructure;*
- *The service start date is on or after the start of the funding year; and*
- *No invoices (FCC Form 472 or FCC Form 474) can be dated prior to July 1 of the funding year.*


The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

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.

- *Installation of Category Two non-recurring services may begin on the April 1 prior to the July 1 start of the funding year. No invoices (FCC Form 472 or FCC Form 474) can be certified prior to July 1 of the funding year.*

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 Internal Connections services.

It is important to note NO FCC FORM 474 INVOICING can take place before the Funding Commitment Decision Letter is issued, the FCC Form 486 is approved, and/or prior to July 1 of the funding year.

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs 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 Funding Request Number and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from USAC and submission, certification and USAC approval of FCC 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 FCC Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. The Service Provider hereby agrees to retain all books, records, and other documents relative to any E-rate funding request 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 Service Provider and

therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Service Provider. 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: _____

AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____, 20__ in the County of _____ of the State of California, by and between the Saddleback Valley Unified School District, hereinafter called the “Owner” or the “District”, and _____, hereinafter called the “Bidder”.

WITNESSETH that the Owner and the Bidder for the consideration stated herein agree as follows:

ARTICLE I – THE PRODUCT. Within 30 days after award and issuance of Purchase Order, the Bidder shall provide all necessary materials, product, and transportation to deliver product required in connection with RFP # 22-06 Network Infrastructure Equipment Replacement.

ARTICLE 2 - TIME OF COMPLETION: The contract will become effective the day after award is made by the Board of Trustees, which is the effective date of this agreement specified above. Thereafter, the contract may be extended on an annual basis by mutual consent before the contract anniversary date for a maximum of four (4) additional years, and subject to quality reviews made by the District.

ARTICLE 4 - CONTRACT PRICE: The District shall pay the Bidder as full consideration for the Bidder’s full, complete and faithful performance, of the Bidder’s obligations under the contract Documents, the Contract Price of _____ DOLLARS (\$ _____), said sum being the total amount stipulated in the Bid Form submitted by Bidder. Payment terms are Net 30.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - 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:

- Notice Inviting Bids
- Instructions to Bidders
- Non-Collusion Declaration
- Bid Security
- Bid Form
- Agreement
- District General Terms and Conditions
- All Addenda as Issued
- Specifications

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.

ARTICLE 8 - RECORD AUDIT: In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the Owner and the Bidder shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

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

Saddleback Valley Unified School District

Bidder: _____

Typed or Printed Name

Robert Craven,
Assistant Superintendent, Business Services

Title _____

Signature

Signature

Dated: _____

Typed or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

PROJECT SPECIFICATIONS

GENERAL INFORMATION

The District requests proposals for network infrastructure switching equipment replacement solution to support a robust next-generation network infrastructure with modern management, solution to support a device dense wireless and wired environment including, but not limited to multigigabit access points, voice over IP phones, security cameras, and other IP enabled equipment.

Technology is tightly integrated in the educational program which includes a student 1:1 Chromebook program for 24,000 K-12 students with a built-in device refresh, a modern curriculum with digital online entitlements for students and teachers, supports bring your own device (BYOD) such as phones and personal IP enabled devices, assignment of Mac or PC laptops to all teachers and administrators on a four (4) year refresh cycle, next-generation wireless audio/video presentation systems with enhanced audio as a classroom standard, and outdoor learning spaces with wireless access coverage. The District anticipates an increase in additional technology integration for teaching and learning that will rely on a robust network switching infrastructure supporting wired and wireless dense learning environments with heavy access to hosted high-definition media content and enterprise business systems.

SOLUTION SPECIFICATIONS

The District is seeking a network switching solution to replace its existing HP/Aruba switching equipment located at all school sites and administrative locations. The solution will contain the versatility of cloud, or on-premise management fully interoperable with the existing HP/Aruba equipment. The proposed switching equipment solution must be fully managed from the same cloud or on-premise management interface. Furthermore, the solution will include delineated costs for all eligible and ineligible components. All equipment proposed must have all switch features enabled, all licenses included, a Technical Assistance Center phone number to call if issues occur as well as a minimum 5 Year Warranty after the End of Sale is announced with a limited lifetime warranty, whichever is greater. The District will consider all manufacturer and provider equivalents to the models and criteria provided below.

Network Infrastructure Switching Specifications:

- **MDF/Core Switching Minimum Requirements**
 - Features
 - High-Density Modular Slot Connectivity
 - 1Gb, 10Gb, 25Gb, 50Gb high speed non-blocking line rate modules
 - 1GB, 2.5Gb, 5Gb multi-gigabit high power PoE 60W
 - SFP+

- High-speed DACs interconnect
- Flexible Management Options
 1. On-premise or Cloud
 2. REST APIs
 3. Scripting support
- Dynamic Segmentation
- IPv6
- Switching System Capacity 14 Tbps Gbps
- Switching System Throughput 5.7 Bpps
- BGP, OSPFv3, VxLan, QoS
- VLANs
- Multi-cast
- mDNS
- Jumbo Frames
- TACACS+
- Radius
- SNMP
- TFTP
- SFTP
- Dual power supplies and fans
- Multi-gigabit GBe options
- PoE class 6
- Always-On PoE

- **IDF/Edge Switching Minimum Requirements**

- Features
 - Always-on PoE
 - 1Gb, 2.5Gb, 5Gb multi-gigabit high power PoE 60W
 - 1Gb, 10Gb, 25Gb, 50Gb high-speed uplinks
 - SFP+
 - High-speed DACs interconnect
 - Flexible Management Options
 1. On-premise or Cloud
 2. REST APIs
 3. Scripting support
 - Dynamic Segmentation
 - IPv6
 - Switching System Capacity 880 Gbps
 - Switching System Throughput 660 Mpps
 - BGP, OSPFv3, VxLan, QoS
 - VLANs
 - Multi-cast
 - mDNS
 - Jumbo Frames
 - TACACS+
 - Radius

- SNMP
- TFTP
- SFTP
- Dual power supplies and fans
- Multi-gigabit GBe options
- PoE class 6
- Hot swappable power supply support

- **Cloud or On-Premise Network Management Solution Minimum Requirements**

- Features
 - Zero touch provisioning
 - Configuration
 - Realtime firmware upgrades
 - Monitoring
 - Diagnostics
 - Optimization
 - Alerts
 - Mapping
 - Reporting
 - Analytics
 - Application Visibility
 - FedRAMP authorized
 - API support
 - TAC Support
 - Subscription based 5 years
 1. Per device

- Proposal should include detailed costs for all eligible and ineligible components. and any applicable user and device licensing.
- Proposal should include detailed costs for optional features and license.
- 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.
- "Basic Maintenance of Internal Connections" (BIC) and "Managed Internal Broadband Services" (MIBS) are only applicable with the Internal Connections solution proposed meeting the RFP requirements. The District is not soliciting separate bids for BMIC or MIBS.

IMPLEMENTATION

Vendor will provide a scope of work including an implementation project plan for the network switching equipment replacement solution.

Vendor will work with District technical staff to fully plan, configure and test existing district equipment, new switching equipment, and the network management solution based on the vendor solution.

Vendor will provide an onsite network engineer support resource to District staff during site equipment installation.

District technical staff will replace core and edge switching equipment for all sites.

Vendor will provide migrated core and edge switching configuration templates all sites based on existing site core and edge switch configuration.

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

Vendor will work with District technical staff to resolve any bandwidth, configuration, performance, and/or solution hand-off issues.

Vendor will provide complete documentation, including logical diagrams of configuration; physical and virtual LANs interconnects; IP configuration; access information (management interface, UN/PW); and any other operational details and full documentation.

BID FORM- PRICING

Virtual Academy School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	10				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	20				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	20				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	2				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	18				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	10				
		Sub Total					

Cielo Vista Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	15				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	30				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	30				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	26				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	15				
		Sub Total					

Del Cerro Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	7				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	14				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	14				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	6				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	8				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	7				
		Sub Total					

Del Lago Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	9				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	18				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	18				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	14				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	9				
		Sub Total					

De Portola Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	10				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	20				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	20				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	6				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	14				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	10				
		Sub Total					

Gates Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	11				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	22				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	22				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	0				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	22				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	11				
		Sub Total					

Foothill Ranch Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	17				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	34				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	34				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	30				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	17				
		Sub Total					

Glen Yermo Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	10				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	20				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	20				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	16				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	10				
		Sub Total					

Lake Forest Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	10				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	20				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	20				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	16				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	10				
		Sub Total					

La Madera Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	9				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	18				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	18				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	14				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	9				
		Sub Total					

La Tierra Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	7				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	14				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	14				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	0				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	14				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	7				
		Sub Total					

Linda Vista Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	10				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	20				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	20				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	2				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	18				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	10				
		Sub Total					

Melinda Heights Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	17				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	34				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	34				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	30				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	17				
		Sub Total					

Lomarena Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	8				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	16				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	16				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	12				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	8				
		Sub Total					

Montevideo Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	9				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	18				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	18				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	6				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	12				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	9				
		Sub Total					

Olivewood Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	9				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	18				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	18				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	2				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	16				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	9				
		Sub Total					

Portola Hills Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	12				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	24				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	24				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	0				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	24				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	12				
		Sub Total					

Rancho Canada Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	10				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	20				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	20				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	16				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	10				
		Sub Total					

Robinson Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	14				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	28				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	28				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	2				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	26				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	14				
		Sub Total					

San Joaquin Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	7				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	14				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	14				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	10				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	7				
		Sub Total					

Santiago Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	9				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	18				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	18				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	0				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	18				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	9				
		Sub Total					

Trabuco Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	JL704C	Aruba 8360-48Y6C v2 FB 5F 2AC Bundle	1				
	JL704C ABA	INCLUDED: Power Cord - U.S. localization	1				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	4				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	8				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	8				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	2				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	8				
	R3K05AAE	Aruba Central 8xxx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	4				
Sub Total							

Trabuco Mesa Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	16				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	32				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	32				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	6				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	26				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	16				
		Sub Total					

Valencia Elementary School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	10				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	20				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	20				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	2				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	18				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	10				
		Sub Total					

La Paz Intermediate School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	0				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	14				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	28				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	28				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	4				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	24				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	14				
		Sub Total					

Los Alisos Intermediate School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	20				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	40				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	40				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	14				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	26				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	20				
		Sub Total					

RSM Intermediate School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	18				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	36				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	36				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	14				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	22				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	18				
		Sub Total					

Serrano Intermediate School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	17				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	34				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	34				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	12				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	22				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	17				
		Sub Total					

El Toro High School - Aruba MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	43				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	86				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	86				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	30				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	56				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	43				
		Sub Total					

Laguna Hills High School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	33				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	66				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	66				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	18				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	48				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	33				
		Sub Total					

Mission Viejo High School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	34				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	68				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	68				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	16				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	52				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	34				
		Sub Total					

Trabuco Hills high School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	39				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	78				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	78				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	26				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	52				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	39				
		Sub Total					

Silverado High School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	18				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	36				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	36				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	14				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	22				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	18				
		Sub Total					

Esperanza High School - HP MDF and IDF POE+ Switches or Equivalent

Line Item	Product Number	Product Description	Qty	Unit List Price	Sub Total	% Discount	Extended Total
	R0X26C	Aruba 6405 v2 Switch	1				
	R0X35A	Aruba 6400 1800W Power Supply with C16 Inlet Adapter	3				
	R0X25A ABA	INCLUDED: Power Cord - U.S. localization	3				
	R0X44C	Aruba 6400 48p 1G/10G/25G SFP28 v2 Module	1				
	R0X41C	Aruba 6400 48p SR5 CL6 PoE 4SFP56 v2 Module	1				
	J9281D	Aruba 10G SFP+ to SFP+ 1m DAC Cable	4				
	R8S91A	Aruba 6300M 48p SR5 CL8/CL6 PoE 2p50G 2p10G Switch	4				
	JL087A	Aruba X372 54VDC 1050W AC Power Supply	8				
	JL087A ABA	INCLUDED: Power Cord - U.S. localization	8				
	R0M46A	Aruba 50G SFP56 to SFP56 0.65m DAC Cable	2				
	JL486A	Aruba 25G SFP28 LC LR 10km SMF Transceiver	6				
	R8L82AAE	Aruba Central 64xx/54xx Switch Foundation 5y Sub E-STU	1				
	Q9Y80AAE	Aruba Central 63xx/38xx Switch Foundation 5y Sub E-STU	4				
		Sub Total					

Purchase Total

Tax (7.75%)

Grand Total

[END OF SPECIFICATIONS]

GENERAL TERMS AND CONDITIONS - SUPPLIES AND SERVICE CONTRACTS

1. DEFINITIONS

1.1 DISTRICT means the Saddleback Valley Unified School District, 25631 Peter A. Hartman Way, Mission Viejo, CA 92691.

1.2 BIDDER means that individual, partnership; joint venture, Corporation or other entity which prepares and submits a bid or proposal in response to a solicitation, from the DISTRICT.

1.3 CONTRACTOR is that BIDDER to which a contract has been awarded by the DISTRICT.

1.4 CONTRACT means all of the contract documents, including the Special Provisions, Bid Form, Insurance Certificates or Policies, General Terms and Conditions, the Agreement and any and all modifications and Amendments. The Contract documents are complementary; and what is called for by any one shall be as binding as called for by all.

2. INTERPRETATION OF CONTRACT DOCUMENTS/PRECEDENCE

In the event of any doubt as to the meaning of or conflict between any contract instruction, provision, requirement, term or condition, the interpretation of the District shall prevail. Any directions/explanations required or necessary to clarify the questions or resolve the conflict shall be in writing by the District. In the absence of any District interpretation, the following order of precedence shall prevail: special provisions and terms and conditions

3. HOLD HARMLESS

The Contractor shall indemnify and hold harmless the District, its officers, agents, and employees, from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (a) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents, or independent contractors who are directly employed by the District and except for liability resulting from the active negligence of the District.

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including

all damages due to loss or theft, sustained by any person, firm or corporation, including the District arising out of, or in any way connected with the work and/or delivery of equipment and supplies covered by the Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract, and not by the active negligence of the District.

(c) The Contractor, at Contractor's own expense, cost and risk shall defend: any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees, in any action, suit or other proceedings as a result thereof.

4. STATUS OF CONTRACTOR

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees.

5. DISTRICT'S RIGHT TO TERMINATE CONTRACT

(a) If the Contractor refuses or fails to perform the required services with such diligence as will insure its completion within the time specified or any extension thereof, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against Contractor as a debtor, under Title 11 of the United States Code, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or if Contractor should otherwise be guilty of a substantial violation of any provision of this Contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor, of District's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to District for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment.

(b) In the event of termination under this paragraph and the cost to the District to secure other transportation exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from said Contractor and/or his surety as the case may be.

(c) The District may terminate this contract in whole or in part if it determines such termination to be in its best interest. The District will be liable only for payments of services received. The termination shall be effective upon thirty (30) days written notice to the

Contractor.

6. PATENTS, COPYRIGHT, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patent or copyright infringement, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the District, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District.

7. CONTRACTOR CLAIMS

If the Contractor shall claim compensation for any damage sustained by reason of the acts of the District or its agents, Contractor shall, within five (5) days after sustaining such damage, make to the District a written statement of the damage sustained. The Contractor shall file with the District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, Contractor's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

8. NO ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the District; and the Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the District in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment herein by written consent of the District. Any assignment of money due for services rendered for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by the DISTRICT in accordance with this Contract.

9. NO WAIVER

The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such

terms or option on any future occasion.

10. RECORDS AND AUDIT

(a) The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract.

(b) The Contractor shall preserve and make available his records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this contract including designees of the interested parties for a period of five (5) years from the date of expiration of this contract or until released in writing from this obligation by the District.

(c) The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this contract, and for any commitments or expenditures in excess of amounts allotted by the District.

11. HUMAN RELATIONS

The Contractor agrees that, during the performance of work under this contract he will comply with all employment provisions of the State of California.

12. COMPLIANCE WITH STATUTES AND REGULATIONS

Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

13. CHANGES

The District may at any time, by a written order make changes, within the general scope of this contract, in any one or more of the following: format, content, number of required copies, time and place of submission of reports and other documentation. If any such change causes an increase or decrease in the work under this contract, the Contractor and the District shall by mutual agreement make an appropriate written modification to the contract. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the District may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute within the meaning of the paragraph entitled "Disputes." However, nothing in this paragraph shall excuse the Contractor from proceeding with the contract as changed.

14. DISPUTES

Except as otherwise provided in this Contract, during the period of performance of the Contract, any dispute between the parties arising out of the performance of this Contract which is not disposed of by agreement shall be decided by the District, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the

District shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the District a written appeal. The decision of the District, on such an appeal, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of California to the aggrieved party to further review such decision. In connection with any appeal of the District's decision under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the District's decision.

15. DUTY TO PROVIDE FIT WORKERS

Contractor shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article.

16. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract.