

REQUEST FOR PROPOSAL

Network Electronics

LIBERTY UNION HIGH SCHOOL DISTRICT

20 OAK STREET
BRENTWOOD, CA. 94513

OWNER'S REPRESENTATIVE:



PO Box 999 • Bakersfield, Ca. • 93302
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0714E-23C.1

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BID INTRODUCTION

Liberty Union High School District, here after referred to as Owner or District, is seeking proposal from qualified Bidders to furnish specialized technology equipment. The Owner and their governing board have determined that it is in the best interest of the Owner to procure these goods and services through the competitive negotiations process, pursuant to Public Contract Code Section 20118.2. The Owner intends to award a contract for equipment to the qualified bidders whose proposal is the most advantageous to the school district.

Any and all updated project information, forms, including addenda, will be distributed thru the project website, located at www.projects.infinitycomm.com & <https://portal.usac.org/suite/>. All of these documents shall be made part of and material to the contract for services. The Owner expects that the bidder include all project information, including addenda in their proposed bid price. Failure of the bidder to include all addenda in their bid will result in the Owner rejecting their bid.

All bidders interested in providing a proposal for this project must submit their bids through the project website at www.projects.infinitycomm.com, no later than **March 13, 2023 by 11:00AM**. Bids will not be received after the due date. Other forms of bid submission will not be accepted. It is the responsibility of the bidder to ensure all bids are submitted prior to the close of the bid. Late submissions are not accepted through the project website.

All inquiries concerning the project shall be submitted through the project website at www.projects.infinitycomm.com.

INSTRUCTIONS TO BIDDERS

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

PREPARATION OF BID FORMS

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

When submitting a digital bid response, the bidder is responsible to ensure that all documents are legible. Submitting documents that fail to be legible, will not be review and will result in the resolution that the bid is non-responsive. All submitted bid documents shall be no larger than 10Mb per file.

FORM AND DELIVERY OF BIDS

The bid must conform and be responsive to all Project documents and shall be made on the Proposal Form provided, and the complete bid, together with any and all additional materials as required, shall be submitted as specified in the "Bid Introduction" section above. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.

PROPOSAL REQUIREMENTS

Proposals shall include the following:

1. **Proposal Narrative** – The bidder will include with their proposal a written narrative, detailing the means and methods, the bidder intends to employ to perform the services requested in this RFP. The Proposal Narrative shall not exceed 10 pages (page limit excludes RFP Forms and Electronic Item 21 Attachment Sheets). The proposal narrative shall include at a minimum:
 - a. A brief description of the bidder, and their relevant history in the marketplace.
 - b. A statement, if applicable, that clearly address any conflict or inability on the part of the bidder to meet the system(s) and/or terms and conditions specified in this document.
2. **Proposal Form** - The bidder shall provide their price on the provided "Proposal Form". If the bidder wishes to propose "Alternate" pricing and/or product options, they may do so only in addition to supplying a "Proposal Form" for the requested service. A brief description and scope of the Base Bid & Additive Alternates are supplied below:

Base Bid

The Base Bid Price shall **include** all material and sales tax to complete the work described in this RFP and the associated Design Documents.

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

An electronic copy will be required at the time of bid. The Bulk Submission Upload form can be found at the link below:

https://www.usac.org/wp-content/uploads/e-rate/documents/Forms/bulk_upload_templates/Category-Two-Internal-Connections-Version-21.0.xlsm

When submitting a paper bid, all digital files must be submitted on a portable flash drive (thumb drive). Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be considered for bid dismissal.

4. **Substitution Listing** – The Bidder may, if they so choose, propose to "substitute" product that they deem "equal" or "better" to the specified products that was not "Pre-Approved" prior to the Bid Date. Contractor shall list the approved product(s) with the

corresponding proposed substituted product(s). The Bidder shall bear the sole responsibility to provide the supporting documentation to validate their claim that the proposed substituted items are equal or exceeds the specified products.

5. **Noncollusion Affidavit** – In accordance with the provisions of Section 7106 of the Public Contract Code, bid must be accompanied by a noncollusion affidavit. Bidder shall submit a notarized copy of the form with their bid response.
6. **Bidder's Qualifications Form** – The bidder shall complete and submit the attached "Qualifications Form" as a part of their proposal. Bidder shall also include a minimum of three (3) references that demonstrate their ability to provide the services requested in this RFP. References will include Contact Name, Organization Name, Telephone, and email information for Contact.
7. **Manufacture's Certification Form** – Bidders shall include in the bid response the certification applicable to the scope of work they are bidding; Bidder shall include a copy of the certification from the manufacture with their bid.
8. **Bidder Agreement** – The bidder will include two (2) signed and dated copies of the attached Contractor Agreement with their bid proposal. Once all proposals have been received, and evaluated, the District will sign, date, and return the successful bidder's agreement(s).

GENERAL INFORMATION

E-RATE PROGRAM REQUIREMENTS

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

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

In compliance with the E-Rate program rules, Bidder agrees that no services can be delivered prior to April 1, 2023. The Bidder is responsible for providing a valid SPIN number with their proposal(s) showing that they are in good standing with USAC.

BIDDER REQUIREMENTS

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

9. Bidder must have a USAC Service Provider Identification Number (SPIN)
10. Bidder must hold the required Manufacture Certifications for the Products/Systems proposed in their bid.
11. Bidder shall provide educational discount pricing or better.
12. Bidder must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the Owner.
 - a. Vendor shall work with manufactures to establish the manufactures warranty period, starting at the time of delivery or notice of completion (as agreed upon by the District).
13. Bidder must provide all components and parts of the system(s) broken out in the bid and unit pricing for each component, on the Form 471 Block 5 Item 21 attachment sheet.

REQUEST FOR INFORMATION (RFI)

All inquiries and/or questions regarding the proposal shall be submitted in writing to the Owner's Representative. All response to prospective bidder's requests for information will be issued in written form. All RFI's must be received no later than **five (5) calendar days (24-hour periods)** before the opening of the bids. Any RFI's received after the **five (5) days** will not be answered. All RFI's are to be submitted to the contact person and email listed in the **Bid Introduction**.

EQUIVALENT PRODUCTS

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

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

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

1. Provide specifications and cut sheets for the proposed item.
2. Provide an itemized comparison to each of the Item's functions in comparison to the approved Item. Include in that document how the proposed Item compares to the approved Item described in this document on a line by line basis, using one of the following three criteria: "exceeds" / "matches" / "unequal".

3. Provide a spreadsheet that cross-references the proposed new Part Number and Description to its corresponding specified the approved Part Number and Description.

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

Failure to receive written approval for products provided that deviates from the products called for in this specification and/or on the project documents will result in the contractor replacing the unapproved materials and equipment with the originally specified products **at no additional cost to the Owner.**

SUBSTITUTIONS

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

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

BID EVALUATION PROCESS

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

1. **Price (50%)** – Price will be the highest weighted factor. Price will be evaluated on the sum total of the Base Bid and all Additive Alternates. Contingency Fees will not be included in the low bid evaluation.
2. **Experience & Qualifications (30%)** – The Owner will evaluate the Bidder's ability to demonstrate their experience in the industry and performance on projects similar to their proposed system as well as demonstrate their technical qualifications and system certifications necessary for the successful completion of their proposed system.
3. **Accuracy of Bid or Bid Response (20%)** – The Owner will evaluate the bid response for completeness and adherence of the bidder to the requirements of the RFP. Amendments, exceptions, and alterations of the specified systems and of project documents will be evaluated and weighed on their merits. Owner reserves the right to reject any/all bids that do not meet the requirements set forth in this document.

BID PROTEST PROCEDURE

Bidder's wishing to file a formal protest must adhere to the Liberty Union High School District procedures which can be found at luhsd.net.

CONTRACT ADMINISTRATION

The contractual agreement shall be between the Owner and the winning Bidder. The acceptable agreement has been prepared by the Owner's Representative and has been included in the Request for Proposal (RFP). Bidders will sign the provided agreement and provide (2) two original signed copies with their bid proposal. The Owner shall return to the bidder with the highest ranked evaluated bid one (1) fully executed original copy of the agreement. Owner will return all bid securities and unsigned agreements back to the unsuccessful bidders.

RIGHT TO TERMINATE

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

PROJECT SCHEDULE

The following are the anticipated project milestones:

First Publication	Week of February 13, 2023
Second Publication	Week of February 20, 2023

Bid Date	March 13, 2023, 11:00AM
Notice of Intent to Award	TBD
Award of Contract	TBD
Anticipated Notice to Proceed	July 1, 2023 (dependent on E-Rate funding)

RIGHT TO REJECT ANY AND ALL QUOTES

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

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

01 – PROPOSAL FORM

PROJECT: 0714E-23C.1 NETWORK ELECTRONICS
OWNER: LIBERTY UNION HIGH SCHOOL DISTRICT

Pursuant to Request For Proposal (RFP) and related documents, **the undersigned bidder**, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, **proposes and agrees to perform**, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with 0714E-23C.1 –Network Electronics all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s _____, _____, _____, _____, _____, _____, _____. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Consulting, Inc.).

BASE BID – Network Electronics

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

_____ Dollars (\$ _____)

(Amount Shall Be Shown in Both Words and Figures. In Case of a Discrepancy, The Amount Shown In Words Will Govern).

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

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

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

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

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

NAME OF BIDDER: _____
FULL NAME OF ALL PARTNERS OR LEGAL NAME OF CORPORATION _____
(TYPE OR PRINT)

AUTHORIZED CONTACT / BID PREPARER / SALES REPRESENTATIVE: _____

BUSINESS ADDRESS: _____
(TYPE OR PRINT)

TELEPHONE: _____ EMAIL: _____

BY: _____
(SIGNATURE IN INK) (TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

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

PRESIDENT OF CORPORATION: _____
(SIGNATURE IN INK) DATE _____

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF CORPORATION: _____
(SIGNATURE IN INK) DATE _____

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

CALIFORNIA STATE CONTRACTOR'S LICENSE NO.: _____ FEDERAL I.D. NO: _____
LICENSE EXPIRATION DATE: _____
TYPE OF LICENSE: _____

PUBLIC WORKS CONTRACTOR'S REGISTRATION No: _____

LICENSE IN THE NAME OF: _____
(TYPE OR PRINT NAME)

CORPORATE SEAL:
(IF APPLICABLE)

03 – ELECTRONIC ITEM 21 ATTACHMENT SHEET

Bidder shall provide itemized pricing for all equipment to be included in this Bid Response.

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

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

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

Provided by the “Service Provider”

04 – SUBSTITUTION LISTING

PROJECT: 0714E-23C.1 NETWORK ELECTRONICS

TO: Liberty Union High School District (“OWNER”)

1. Pursuant to bidding and contract requirements for the work titled:
Project: 0714E-23C.1 NETWORK ELECTRONICS

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

2. Complete, attaching additional sheets as necessary:

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

Specified Product or Material	Proposed Substitution

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.
4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted. Bidder will supply all documentation to support this claim as attachments to the Substitution Listing with their bid. Failure to provide adequate documentation may result in the disqualification of the bid response.

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

BIDDER: _____

BY: _____

06 – NONCOLLUSION AFFIDAVIT

PROJECT: 0714E-23C.1 NETWORK ELECTRONICS
OWNER: LIBERTY UNION HIGH SCHOOL DISTRICT

(Public Contract Code Section 7106)

State of California)
) s
) s
County Of _____)
_____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(SIGNATURE OF BIDDER)

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day _____, 20 ____.

(SIGNATURE OF NOTARY)

[SEAL OF NOTARY]

(TYPED NAME OF NOTARY)

09 – BIDDER'S QUALIFICATION FORM

PROJECT: 0714E-23C.1 NETWORK ELECTRONICS
OWNER: LIBERTY UNION HIGH SCHOOL DISTRICT

The prospective Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement fully and completely may result in rejection of any bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

1. **Firm name and address:** _____

2. **Telephone:** _____

3. **Type of firm:** (check one) Individual ____ Partnership ____ Corp. _____

4. Names and titles of all principals of the firm:

_____ _____

5. **Number of years as contractor.** Include only years in this type of construction and only the years with the current entity in its current form: _____ Years

6. Years of experience your firm has in public school construction work:

As prime contractor: _____ As subcontractor: _____

7. **In the last five years has your firm or any of its principals defaulted so as to cause a loss to a surety?** Response must include information pertaining to principals' associations outside of the firm bidding this Project. If the answer is yes, give date, name, and address of surety and details.

8. **In the last five years have you or any of your principals been assessed liquidated damages for any project?** Response must include information pertaining to principals' associations outside of the firm bidding this Project. If yes, explain:

9. In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project and/or an E-Rate project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages, as necessary.

10. **In the last five years have you or any of your principals ever failed to complete a project?** Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages, as necessary.

11. **Experience**

- a. Provide the total number of the specified Systems that you have installed (not using subcontractors) in the last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this number if asked)

- b. 11b. Provide the number of the specified Systems that you have installed (not using subcontractors) in the Education K-12 Market in the last 3 years. (The winning Contractor will be responsible to provide a complete list of reference to confirm this number if asked)

12. **Service**

- a. Provide the Address of the Service Facility that will be responsible for service calls for this project:

Address _____
City _____
State _____
Zip _____

- b. Provide the number of Manufacture Certified Technicians that who are employed by you, which are responsible for service call-ins. (The winning Contractor will be responsible to provide copies of the Manufacture Certificates to confirm this number if asked)

- c. 12c. Provide the hourly charge that you will charge the Owner for Non-Warranty service calls. Price will include **all** fees including but not limited to travel charges and hourly minimum charges.

13. **Additional Features**

- a. Provide any additional information that you deem as pertinent to this project that will reflect an ROI (Return On Investment) for the specified system that you are proposing to install.

- b. Provide any additional information that you deem as pertinent to this project that demonstrates additional functions and features of the specified system that you are proposing to install.

- 14. **List of References:** Provide information on the three largest E-Rate projects your company has completed in the last five years that comes closest to matching the scope of this RFP. If Contractor has not completed an E-Rate project, provide the largest three "Educational Market" projects your company has completed in the last five years. Contractor may include additional documentation.

Project #1

Project Name: _____

Contact Information:

Address: _____

Phone Number: _____

Contact Person: _____

 Name: _____

 Title: _____

 Phone #: _____

Description of Project: _____

Project Start Date: _____

Project Completion Date: _____

Contract amount: _____

Architect/Engineer:

Firm Name: _____

Contact Person: _____

 Name: _____

 Title: _____

 Phone #: _____

Project #2

Project Name: _____

Contact Information:

Address: _____

Phone Number: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

Description of Project: _____

Project Start Date: _____

Project Completion Date: _____

Contract amount: _____

Architect/Engineer:

Firm Name: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

Project #3

Project Name: _____

Contact Information:

Address: _____

Phone Number: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

Description of Project: _____

Project Start Date: _____

Project Completion Date: _____

Contract amount: _____

Architect/Engineer:

Firm Name: _____

Contact Person: _____

Name: _____

Title: _____

Phone #: _____

10 – MANUFACTURE’S CERTIFICATION FORM

PROJECT: 0714E-23C.1 NETWORK ELECTRONICS
OWNER: LIBERTY UNION HIGH SCHOOL DISTRICT

Please provide the following information concerning any Manufacture’s Certifications that apply to the material and scope as defined in the Project Specifications and Bid Drawings for the Network Electronics FY2023 E-Rate Project for the Liberty Union High School District.

Certification #1

Name of Manufacturer _____

Certification Expiration Date _____

Certification #2

Name of Manufacturer _____

Certification Expiration Date _____

Certification #3

Name of Manufacturer _____

Certification Expiration Date _____

Certification #4

Name of Manufacturer _____

Certification Expiration Date _____

Certification #5

Name of Manufacturer _____

Certification Expiration Date _____

Please attach a copy(ies) of your company’s Manufacturer’ s Certification(s).

15 – CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into by and between the Liberty Union High School District, hereinafter called "District", and _____, hereinafter called "Contractor,". District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." This Agreement is made with reference to the following facts:

WHEREAS, The District published a Request for Proposal and seeks to procure the work covered in the Agreement in accordance with Public Contract Code 20118.2;

WHEREAS, The Contractor understands that the Agreement is contingent on the District's receipt of federal and/or state funds for the work covered in this Agreement. If the District does not receive adequate federal and/or state funds, this Agreement shall be null and void at the District's request. In the event that the Agreement is rendered void, the District will not be liable for any costs incurred by the Contractor prior to the issuance of a Notice to Proceed; and

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

1. Contract Documents. The complete contract includes all of the "Project Documents" provided in the Request for Proposal, including all modifications, addenda and amendments thereto. The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all.
2. Scope of Work. The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal 0714E-23C.1 Network Electronics**.

It is understood and agreed that the work shall be performed and completed as required in strict accordance to the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

1. Total Contract Price – As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Bid

_____ Dollars (\$_____).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Bid

_____ Dollars (\$_____).

2. Work to Commence It is hereby understood and agreed that the work under this Agreement shall not commence until after the issuance of the Notice to Proceed. No work may commence until after April 1 of the previous funding year per the requirements of the E-Rate Program.
3. Time for Completion Project must be completed within ninety (90) consecutive calendar days from the date specified in the District's Notice to Proceed. Agreement may be extended if mutually agreed on by both parties in writing.

Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

4. Coordination of Work The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely

completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

5. Loss Or Damage The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
6. Payment On or before the twentieth (20th) day of each month, Contractor shall submit to the District an itemized application for payment for Work completed during the prior month. The application shall include all information required by the District and shall be in a format approved by the District.

Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. No progress payments will be made for Work not completed in accordance with this Agreement or for any amounts withheld by the District due to punch list items, disputed work or stop notices, upon final completion.

District shall make said payment of any balance due to the Contractor promptly upon filing the Notification of Completion for the Project, receipt of a release of lien and claims from the Contractor pursuant to Civil Code section 3262, and its acceptance of the Work. In the event that the District is required to withhold amounts from payment due to punch list items, disputed work or stop notices, Contractor shall execute a Conditional Waiver and Release upon Final Payment on the form prescribed in Civil Code section 3262 and shall execute an Unconditional Waiver and Release upon Final Payment on the form prescribed in Civil Code Section 3262, upon the District's payment of any amounts originally withheld from payment. Pursuant to California law, should a dispute arise between the Contractor and District, including amounts withheld for punch list items, District may withhold from the payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount and/or the amount of the punch list work.

The Contractor to comply with the SLD's Form 474 "Service Provider Invoicing" (SPI) method for this contract. Contractor will invoice USAC directly for the committed funding amount of "eligible" equipment and services. The Owner will only be responsible for their percentage of the "eligible" equipment and services and 100% of "ineligible" equipment and services. A copy of the Form 474 will be sent to the Project Administrator, for approval, prior to be sent to USAC.

In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full for the discounted and undiscounted amount of the accepted service(s) received. The Owner shall, at their sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner, within 20 business days after receipt of funds released by USAC.

7. Additional Work To the extent that additional work is required for the proper completion of the Work due to unforeseen circumstances and/or site conditions and is, therefore, not set forth in Contract Documents, the Parties may execute a change order to this Agreement setting forth the scope of such additional work, the time for completion for such additional work and the amount of additional compensation.
8. Assignment of Contract Neither Party shall not assign, transfer, convey, or otherwise dispose of this Agreement or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from the other Party's authorized representative.
9. Suspension/Termination of Contract If Contractor fails to commence work as provided in the Agreement, or fails to make delivery of materials promptly as ordered and such delivery is so late as to amount to gross negligence or willful misconduct, or if in the opinion of District's authorized representative, Contractor is not carrying out the provisions of the Agreement in their true intent and meaning, written notice will be served on Contractor to provide, within a specified time to be fixed by District's authorized representative, for satisfactory compliance with this Agreement. If Contractor neglects or refuses to comply with such notice within the time therein fixed, he/she shall not thereafter exercise any rights under said Agreement or be entitled to receive any of the

benefits thereof, except as hereinafter provided, and District's authorized representative may with the approval of the District Board perform any part of the Project or purchase any or all of the material included in the Agreement or required for the completion thereof, or take possession of all or any part of the machinery, tools, appliances, materials and supplies used in the Project covered by the Agreement or that have been delivered by or on account of Contractor for use in connection therewith, and the same may be used either directly by District or by other parties for it, in the completion of the Project.

District has the right to terminate or abandon any portion or all of the Project under this agreement by giving ten (10) calendar days written notice to Contractor and its Surety. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the Project completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the Project completed prior to termination. If said termination occurs prior to the issuance of the Notice to Proceed, the District shall not be liable to the Contractor for any costs or amounts whatsoever under this Agreement. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of the Project.

Contractor may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this agreement through no fault of Contractor.

10. Procedure for Resolving Disputes The parties to this Agreement are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code (as amended by the Statutes of 1990, Chapter 1414, effective January 1, 1991), which requires compliance with the following procedures to resolve any claim by the contractor of \$375,000 or less regarding an extension of time, a change order, extra work, or any other disputed amount: If following the meet and confer conference the claim or any portion remains in dispute, the claimant must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
11. Indemnification To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site; provided however, Contractor shall only be liable to the extent of its negligence or willful misconduct. Contractor will defend any action filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney fees in connection therewith. Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless there from. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of this Agreement until disposition has been made of such actions or claims for damages as specified herein above.
12. Interpretation In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.
13. Governing Law This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The Parties agree that Kern County, California is the proper venue for enforcement of the terms of this Agreement. The prevailing party in any action to enforce this Agreement or otherwise concerning the terms of the settlement of the action shall be awarded costs and attorney's fees.
14. Equipment Warranty Contractor shall maintain a guarantee that all items delivered under this Agreement are protected against imperfections of materials and/or workmanship during the period of the Agreement. Within thirty (30) days of completion of the Project, the Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.

Should the contract warrant an additional term above the already established term.

1. Integrated Agreement This Agreement embodies the entire understanding between the Parties pertaining to the matters described herein. Each party acknowledges that no party, agent or representative of the other party has made any promise, representation,

or warranty, express or implied, not expressly contained in this Agreement, that induced the other party to sign this document. No modification of this Agreement shall be valid unless agreed to in writing by the Parties. This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile or E-mail signatures, when received, shall have the same force and effect as original signatures.

- 2. Contract Expiration This agreement expires on the date listed below. The contract may be extended upon agreement by both parties. Contract Expiration Date: **September 30, 2023**

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

“DISTRICT”

Liberty Union High School District

By: _____
Name: _____
Title: _____
Date: _____

“CONTRACTOR”

By: _____
Name: _____
Title: _____
Date: _____

SCOPE OF WORK

Scope of Work

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

Contractor's Scope Shall Include:

The following items are *included* in the Respondents Scope of Work for this project:

1. Provide and deliver all equipment as shown on "Exhibit A Equipment Schedule".
 - a. All materials shall be delivered to Liberty Union High School District: 20 Oak Street, Brentwood, CA 94513
 - b. Respondent's proposal shall include all shipping, handling, and applicable sales tax.
2. Provide a minimum of 12 months manufacture's warranties for all equipment listed on the "Exhibit A – Equipment Schedule."

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

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

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

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

Excluded from the Contractor's Scope

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

1. Installation and or programming of equipment.

Exhibit A – Equipment Schedule

District Office

Manufacturer	Item Description	Part Number	Quantity	Installation?
CISCO	Wireless Cisco DNA On-Prem Essential,7Y Term, EDU Lic	EDU-DNA-E-7Y	6	No
WYEBOT	L-1005-N0 5-year subscription	L-1005-N0	1	No
N1C	1500VA UPS	N1C.L1500	6	No
CISCO	Cisco Catalyst 9300 48 Port MGIG UPOE	C9300-48UXM-EDU	2	No

Independence High School

Manufacturer	Item Description	Part Number	Quantity	Installation?
CISCO	Wireless Cisco DNA On-Prem Essential,7Y Term, EDU Lic	EDU-DNA-E-7Y	39	No
WYEBOT	L-1005-N0 5-year subscription	L-1005-N0	2	No
N1C	1500VA UPS	N1C.L1500	6	No
CISCO	Cisco Catalyst 9300 48 Port MGIG UPOE 2 power supplies	C9300-48UXM-EDU	5	No

Liberty High School

Manufacturer	Item Description	Part Number	Quantity	Installation?
CISCO	Wireless Cisco DNA On-Prem Essential,7Y Term, EDU Lic	EDU-DNA-E-7Y	153	No
WYEBOT	L-1005-N0 5-year subscription	L-1005-N0	3	No
N1C	1500VA UPS	N1C.L1500	4	No
CISCO	Cisco Catalyst 9300 48 Port MGIG UPOE 2 power supplies	C9300-48UXM-EDU	7	No

Freedom High School

Manufacturer	Item Description	Part Number	Quantity	Installation?
CISCO	Wireless Cisco DNA On-Prem Essential,7Y Term, EDU Lic	EDU-DNA-E-7Y	139	No
WYEBOT	L-1005-N0 5-year subscription	L-1005-N0	2	No
N1C	1500VA UPS	N1C.L1500	15	No
CISCO	Cisco Catalyst 9300 48 Port MGIG UPOE 2 power supplies	C9300-48UXM-EDU	7	No

Heritage High School

Manufacturer	Item Description	Part Number	Quantity	Installation?
CISCO	Wireless Cisco DNA On-Prem Essential,7Y Term, EDU Lic	EDU-DNA-E-7Y	146	No
WYEBOT	L-1005-N0 5-year subscription	L-1005-N0	2	No
N1C	1500VA UPS	N1C.L1500	11	No
CISCO	Cisco Catalyst 9300 48 Port MGIG UPOE 2 power supplies	C9300-48UXM-EDU	7	No

La Paloma High School

Manufacturer	Item Description	Part Number	Quantity	Installation?
CISCO	Wireless Cisco DNA On-Prem Essential,7Y Term, EDU Lic	EDU-DNA-E-7Y	17	No
WYEBOT	L-1005-N0 5-year subscription	L-1005-N0	2	No
N1C	1500VA UPS	N1C.L1500	2	No
CISCO	Cisco Catalyst 9300 48 Port MGIG UPOE 2 power supplies	C9300-48UXM-EDU	2	No

END OF RFP