



RFP #611
REQUEST FOR PROPOSALS
for
TECHNOLOGY EQUIPMENT (E-RATE)

PROPOSAL DUE DATE

2/25/20 @ 2:00 p.m.

SUBMIT PROPOSALS TO:

Bonfire

<https://ouhsd.bonfirehub.com/opportunities/23051>

Oxnard Union High School District
Attn: Deanna Rantz, Director of Purchasing
309 South K Street, Building G, Oxnard, CA 93030
E-Mail: Deanna.Rantz@oxnardunion.org

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **2/25/20 at 2:00 p.m.**, sealed proposals for the award of a contract for the following:

RFP 611 Technology Equipment (E-Rate)

Each proposal shall be submitted on a form obtained from the Purchasing Department of said District. Proposals must be sent to Oxnard Union High School District, 309 South K Street, Building G, Purchasing Department, Oxnard, CA 93030. Specifications and other contract document forms will be available without charge and may be secured by prospective bidders online at <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/> and <https://ouhsd.bonfirehub.com/opportunities/23051> .

Questions must be submitted, in writing to Deanna Rantz, Director of Purchasing through the opportunity Q&A in Bonfire at <https://ouhsd.bonfirehub.com/opportunities/23051> no later than the RFI deadline noted in the RFP.

A mandatory pre-proposal conference and site visit will take place on 2/5/20 at 9:00 a.m. at Rio Mesa High School, 545 Central Avenue, Oxnard CA 93036. The conference will start promptly at 9:00 a.m. Late arrivals will not be accepted.

Proposals must be submitted through the Bonfire portal website noted above, by the specified due date and time, to be considered.

The Oxnard Union High School District shall be the sole judge of the quality of items offered and reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal or to waive any irregularities or informalities in the proposals or in the solicitation process.

No bidder may withdraw their proposal for a period of ninety (90) days after the proposal due date.

On behalf of the Oxnard Union High School District Governing Board of Trustees

Publish: 1/26/20 & 2/2/20

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 connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

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

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 SLD 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://apps.fcc.gov/coresWeb/publicHome.do>
- 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, 2020.
- 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 eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.**
- 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: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

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 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. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.
- e. The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>
- f. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

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 2020 funding year (July 1, 2020). 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.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.*


For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:
<http://www.usac.org/sl/applicants/step05/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

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

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place 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 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District

shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

- 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. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

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

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

GENERAL INSTRUCTIONS AND CONDITIONS

1) SUBMITTAL DOCUMENTS

Offerors must submit the following with their proposal package or the submittal package may be deemed unresponsive:

- Proposal Form
- Proposal Cost Sheets (Appendix A)
- E-Rate Supplemental Terms and Conditions
- Vendor Questionnaire
- Non-Collusion Declaration
- Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters
- References
- Proposal Security (10% of proposal amount)
- Service Provider Annual Certification (SPAC)
- Service Provider Identification Number (SPIN) from USAC Website
- FCC Red Light Status Documentation

2) DEFINITIONS

As used herein, "RFP" means this Request for Proposal, RFP 611.

As used herein, "District" or "OUHSD" means the Oxnard Union High School District.

As used herein, "Offeror" means the firm or vendor or service provider submitting a proposal.

As used herein, "Offer" means the proposal.

As used herein, "Contract" means an associated agreement / purchase order with the District.

As used herein, "Proposer" means the firm or vendor or service provider submitting a proposal.

3) PROPOSAL FORMAT and CONTENTS

- a. **Proposal** shall be provided together and submitted no later than **2/25/20 at 2:00 p.m.** Proposals will not be read aloud.
Proposals shall be submitted through Bonfire at <https://ouhsd.bonfirehub.com/opportunities/23051>
- b. The Offeror is responsible to ensure that its proposal is received by the District prior to the time and due date deadline and at the designated website portal. No late submissions will be accepted.
- c. The District reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received. The Oxnard Union High School District shall be the sole judge of the quality of items offered and reserves the right to reject any or all proposals, to accept or reject any one or more items in a proposal or to waive any irregularities or informalities in the proposals or in the proposal process.
- d. No erasures are permitted. Verify your proposal documents before submission.
- e. All items proposed must conform to the specifications set forth in these RFP documents. The District reserves the right to reject all responses that do not conform to the specifications. When proposing on brands other than those specified, if applicable, the Proposer must state on the RFP the brand, quality, model number, or other trade designation on each item proposed other than "as specified". At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the proposal. The Proposer must identify each product in its solution that varies from the reference model and/or specifications and provide an itemization of each and

every attribute of the product as it relates to the comparative technical specification literature of the reference product, certifying that it is equal or better than the reference product. **Suitability and valuation of “equals” rests in the sole discretion of the District.** Where samples are requested, they must be furnished free of charge to the District. Samples will be returned at proposer’s expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

- f. Offeror shall include all appropriate California State Sales or Use Tax in final calculations.
- g. The District may request to meet with the Offeror’s authorized representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District staff or to its Board of Education.
- h. For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in the opinion of the District, substantially equal or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed proposal as part of its proposal response. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.
- i. Proposers must include in their proposal all of the indicated items unless specifically marked “optional” by this District. Marking “No Proposal” for items you choose not to propose on may render the submittal package non-responsive.
- j. All RFP responses must show the firm name and must be signed electronically by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.
- k. The proposer shall hold harmless the Oxnard Union High School District, its officers, agents, employees and board members harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this Proposal.

4) REQUEST FOR INFORMATION (RFI)

- a. If an Offeror desires an explanation or clarification of any kind regarding this RFP, the Offeror must make a written request. Direct any written inquiries regarding this RFP *via* Bonfire. The District may advise all Offerors **known** to have received a copy of the RFP of the explanation or clarification, either by email, formal RFP addendum or on the District website, however, it is the responsibility of potential proposers to check the District website and Bonfire for updates at:

<https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>
<https://ouhsd.bonfirehub.com/opportunities/23051> .

and

5) **AMENDMENTS**

Offerors are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing a written addendum. If, in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Offerors to prepare proposals, the District will change the due date deadline and post this notice on the indicated website.

- a. Offerors must acknowledge, any and all RFP addendum on the proposal form provided and by including the signed addendum as part of the RFP response package.

6) **TIMELINE**

The District's anticipated RFP schedule is as follows, but is subject to change at the District's discretion:

Advertisements	1/26/20 & 2/2/20
Mandatory Pre-Proposal Conference/Site Visit	2/5/20 @ 9:00 a.m. Rio Mesa HS
Request for Information Deadline	2/12/20 @ 4:00 p.m.
RFP Due	2/25/20 @ 2:00 p.m.
RFP Evaluation	2/26/20 – 2/28/20
Notice of Intent	3/2/20
Board Award	3/11/20
Notice to Award	3/12/20
Contract Execution & Bonds/Documents Due	Within 10 Days of Board Award
Project Meeting	4/1/20

A mandatory pre-proposal conference and site visit will take place on **2/5/20 at 9:00 a.m. at Rio Mesa High School, 545 Central Avenue, Oxnard CA 93036**. The conference will start promptly at 9:00 a.m. Late arrivals will not be accepted.

7) **VALIDITY OF PROPOSAL/OFFER**

Each proposal/offer must be a firm irrevocable offer and remain open and valid for District acceptance through July 1, 2020.

8) **WITHDRAWAL OF PROPOSAL**

- a. A proposer may withdraw its proposal at any time prior to the proposal due date and time by submitting a written request to the District Purchasing Director or un-submitting the proposal through Bonfire. No oral or faxed request will be accepted. A withdraw request must be signed by an authorized representative of the company.
- b. A withdraw request received by the District after the proposal due date and time shall in no event be deemed or construed to constitute a withdrawal of the proposal and the District still may accept the proposal if it is responsive and the respondent is a responsible contractor. Should an Offeror wish to withdraw its proposal, it must submit the official request in writing and the request must be signed by an authorized representative of the company. The District will accept or reject this request at its sole discretion.

9) **PROPOSAL SECURITY**

Proposers must submit a Bid Bond, certified cashier's check or money order, in the amount of ten percent

(10%) of the total proposal amount.

10) AWARD CRITERIA

Award of this proposal shall be made to the responsive and responsible proposer having the preferred solution/system as determined by the District. The District reserves the right to make multiple awards, award by line item, or make no award at all. The District reserves the right to reject all proposals, to waive any irregularities or discrepancies, and to act as the sole judge as to the merit and qualifications of the proposals received.

11) EVALUATION CRITERIA

a. The criteria used for evaluating each proposal, may be, but is not limited to:

- Price 25%
- Product Quality 20%
- Technical Requirements 20%
- Company Experience 20%
- Qualifications 15%

Price will remain highest weighted factor in evaluating criteria, however, the percentages are subject to change at the discretion of the District.

b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. During the evaluation process, the District may request proposal clarifications, explanations and answers, best and final offers, interviews, demonstrations of hardware or software, further specifications or any other information pertinent to the evaluation process. The District, including its Board of Trustees, may request an Offeror to make a presentation and make itself available for a presentation or interview.

c. Subject to approval of award by the Board of Trustees, it is anticipated that a Purchase Order will be issued to the Offeror whose proposal is determined to be in the best interest of the District, based on the District evaluation criteria and all findings related to the RFP.

12) AGREEMENT

The District will require the awarded company to enter into an agreement that will bind it to specific terms and conditions. This agreement is shown as **Exhibit A**.

13) BONDS

As part of the contract documents, the awarded contractor will be required to submit to the District, within 10 days of board award, a **Payment Bond** and **Performance Bond**, each in the amount of 100% of the contract amount.

14) PROMPT DELIVERY

Upon award of this contract and issuance of Purchase Order, the proposer shall keep sufficient stock of product and service material to insure prompt delivery, installation and service schedules. Upon receipt of the Purchasing Order and executed contract, the proposer must submit a delivery schedule to the District and receive acceptance of that delivery and installation schedule.

15) STANDARD COMMERICAL USE – PRODUCTS

The proposer, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products

offered under this proposal shall be new, current production models, have been placed in regular commercial use for a period of at least one (1) year, must remain in inventory at least one (1) year after award of contract and that adequate spare parts exist in the marketplace for the items sold.

16) HOLD HARMLESS

The proposer shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of proposer, and subcontractor, or any employee, agent, or representative of proposer and/or subcontractor.

17) FAILURE TO FULFILL CONTRACT/TERMINATION

When any awarded proposer, under contract, shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said company, either in whole or in part, and may enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the awarded company, as above stated, shall be a liability against such company and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the successful integrator may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the integrator provided satisfactory proof is furnished to the District, if requested.

18) CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATION OF FUNDS

The Proposer hereby agrees and acknowledges that monies utilized by the District to purchase the items proposed are public monies appropriated by the State of California, the Federal Government under the "E-Rate" program or acquired by the District from similar public sources and are subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

19) WARRANTY/QUALITY

The supplier, manufacturer, or his assigned agent shall guarantee the product against all defects or failures of materials and workmanship for a period of one (1) year from the date of accepted commissioning.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and product liability standards.

The proposer represents and warrants fault free performance in processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products delivered under any contract awarded under this proposal, individually and in combination, upon installation.

20) 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 Proposals (RFP) seeks to address the rapid advances in technology by allowing functionally similar or identical products, as determined by the District, that may be introduced in the future during the term of this proposal to be included under the general umbrella of compatible product lines and are thus specifically included in this proposal document.

21) APPLICABLE LAW

The laws of the State of California shall govern any agreements resulting from this RFP.

22) INVOICING AND PAYMENTS

Oxnard Union High School District requires that the successful proposer submit their payment documentation for approval prior to the start of work. This will allow the District to review the document and approve of the format for billing. The District will not issue payment for products that are not in the possession of the District. The District requires the applicable Purchase Order number be noted on all invoices. The District is not responsible for payments on invoices that are not mailed to the proper address of OUHSD, 309 South K Street, Oxnard, CA 93030 to the attention of Accounts Payable. Product must be verified to be in working order and meeting all specification as set forth in this RFP before payment can be made. Awarded proposer may request progress payments as equipment is received, installed and testing/approved by the Technology Department. All E-Rate invoicing guidelines must be followed.

23) CONTRACTOR REQUIREMENTS

The District requires all contractors, subcontractors employed by the awarded company, representatives, employees, suppliers, field engineers, or any other entity related to the work herein, to follow all District policies and procedures included, but not limited to:

- a. Contractor shall restrict his employees to the immediate work areas on the job site, and deliver materials, tools and equipment to the site as directed by the District.
- b. Contractor shall observe all safety rules and regulations of Title 24,CAL/OSHA, and the General Contractor as applicable to the safety of the Contractor, his personnel, and the student/faculty during work operations. Where necessary for the safety of the public, Contractor shall provide and maintain adequate protection and barricades to separate work areas from other public areas, as directed by the District or other authorities having jurisdiction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor is permitted to act at his discretion to prevent such threatened loss or injury without the District's authorization.
- c. Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by the work. At completion of the project, Contractor shall restore the work area in conformance with existing codes and standards.
- d. Contractor is responsible for notifying appropriate authorities where work impacts existing utilities and shall repair any damage to same at no cost to the District.
- e. All employees of the Contractor will be screened by the Contractor for proper identification and good behavior. In accordance with general District policy, Contractor's personnel are not permitted to smoke in any area of the school grounds or District Offices, and they are requested to observe appropriate dress and language. No social contact, verbal or physical, is allowed between Contractor's personnel and students. Any reports of misbehavior by Contractor's personnel will result in having such persons removed from campus grounds.

24) FINGERPRINTING

Contractor shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. Contractor's responsibility shall extend to all of its staff and subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the Contractor. Verification of compliance with this Section shall be provided in writing to the District Representative prior to Contractor permitting such individuals to come in contact with District employees or students.

DISTRICT BACKGROUND AND OBJECTIVES

The Oxnard Union High School District (“OUHSD”) was established in 1901 and consists of eight high school campuses, a district office, a middle college high school and one adult school. The District serves the communities of Oxnard and Camarillo. The estimated student population is approximately 16,500 students.

1. RFP OBJECTIVE

The purpose of this Request for Proposal (RFP) is to provide, install, configure, and warranty new network equipment.

OUHSD is planning to utilize E-RATE Category 2 funding to replace core switches, routers, racks, cabling in 7 MDF rooms in 7 High Schools.

Replace Access switches in IDFs in 7 high schools.

This RFP’s scope encompasses the selection, detailed design, deployment, test & commissioning, and ongoing manufacturer maintenance of a technology platform that appropriately extends and integrates with the central District IT architecture, which provides for access to District applications, security infrastructure and the Internet.

2. CURRENT ENVIRONMENT

OUHSD currently uses Cisco for wired network equipment, Cisco Meraki Solutions for wireless equipment, and Cisco for IPTV/digital signage. The District seeks potential benefits in remaining standardized on various platforms for operational efficiency and technical uniformity.

Detailed information of the current environment can be found in Appendix A attached to this RFP.

3. DESIRED SOLUTION

- Provide infrastructure for network-based applications that will serve classroom instruction
- Support administrative applications, including voice systems
- Provide for secure access and appropriate separation and isolation of student, administrative and public use networks
- Provide appropriate security and support or enable other security initiatives.
- Where possible, reduce operational and governance complexity with standardization and optimized network management and provisioning systems and processes. (Support ITIL/ITSM initiatives)
- Minimize downtime for the transition, deployment, and phasing of the project
- Conform to the standards and manufacturer platforms in place at OUHSD except where explicitly exempted
- Equipment must be new and fully eligible for manufacturer’s warranty
- Licensing for the solution should include ALL current and ALL future features and include next business day hardware replacement and 24x7 support

4. PROJECT OBJECTIVES

- An enterprise network solution that employs advancements in IP-based technology to leverage OUHSD’s private and leased services and centralized application and content portfolio
- Interface to a common network platform that will enable the creation of separate routed IP networks to support District Data and Voice/Video networks which allows them to operate in a virtually independent and secure fashion
- Efficiently integrate with the District’s existing centralized control, security, and policy management platforms for wired, and wireless
- The Integrator is responsible to deliver an end-to-end designed solution and must demonstrate specified throughput and performance during testing and commissioning. While certain products and quantities have been provided to illustrate and estimate the scope, it is incumbent on the Integrator to design the

final solution and be accountable to remedy any performance issues resulting from its design at no additional cost to the District

5. MANDATORY PRE-PROPOSAL CONFERENCE and SITE VISIT

OUHSD will hold a mandatory vendor meeting and site visit on **February 5th, 2020** at 9:00 AM (PST) for any vendors who wish to propose on the OUHSD RFP 611 Technology Equipment project. The meeting will be at Rio Mesa High School, 545 Central Avenue, Oxnard, CA 93036. No proposals will be accepted from vendors who do not attend this mandatory meeting and walk through.

PROJECT REQUIREMENTS

1. PROJECT MANAGEMENT

Vendor is expected to provide a project manager for this installation that will interface and become the main contact with the vendor for the duration of the project. This project manager will be assigned to OUHSD throughout the life of the project. OUHSD reserves the right to request a change in project management based on performance.

2. PROJECT DEPLOYMENT

The deployment of these network platforms will be undertaken in one phase. Vendors must be prepared to install the equipment to be functional at an MDF and IDF locations. Vendors will be expected to implement any centralized systems (such as edge and core switches). This will involve testing and certification of all newly installed equipment to ensure a successful migration to the MDF.

3. TRANSITION PLAN

The vendor is expected to plan and conduct the installation of the project with minimal impact to daily operations and staff. OUHSD IT department will work closely with the vendor to create a working project plan that will achieve these goals. Design and planning work will be performed during normal business hours Monday-Friday. Installation and deployment will occur outside of normal school hours, such as evenings and weekends but may occur during normal business hours Monday-Friday when school is not in session.

4. INSTALLTION

The vendor will be responsible for physical installation, configuration, testing and turn up of all switching equipment included in this procurement.

Vendor will follow cabling standards, dress cables appropriately, utilize Velcro where needed, and cable management for a clean and organized installation.

The contractor shall provide all fiber and patch cables required for completing Ethernet connections between the equipment and patch panels.

5. INVENTORY

An inventory of all deployed hardware to include Equipment, Model, Serial Number, License, and anticipated deployment location is required.

Upon completion of the OUHSD switch installation, the vendor is to provide all OUHSD schools an accurate and thorough documentation of installed Switches. The vendor will provide OUHSD a separate spreadsheet for each school with the make, model, location, serial, and Asset tag of installed switches. Vendor may be required to obtain District asset tags to adhere to the equipment prior to installation.

6. PRICING SCHEDULE

Vendor will provide pricing details in Appendix A attached to this RFP. OUHSD reserves the right to purchase all or some of the proposed solution. Proposals shall include all costs deemed necessary to cover all contingencies essential to the supply and installation of the specified components and services. These costs include, but are not limited to, hardware, software, labor costs, installation, patch cables, required permits, licenses, or any other fees or charges that may be imposed in order to complete the project.

Any cost encountered which is not specifically itemized in the proposal shall not be incurred without the express written consent of the District. Any cost increases to the project, of any sort, must be submitted via a request from the contractor and approved by the District's Board of Trustees. No single change can exceed 10% of the total contract award amount.

Hardware, Software, and Licenses – all items should be itemized. Other Costs:

- Vendor must list any and all charges, expenses, and/or costs to be incurred by OUHSD that are not included in this section.

- Failure to specifically and thoroughly enumerate such items may be a cause for disqualification.
- All costs should be submitted and identified as e-ratable vs. non-e-ratable

PROJECT RESPONSE – VENDOR QUESTIONNAIRE

Questionnaire responses must be turned in with the RFP response package. All items must be answered thoroughly, truthfully, and completely.

1. Describe the overall architecture of the system.
 - a. Provide power requirements for each site.
 - b. Provide cooling requirements for each Rack/cabinet/Wall-mount
 - c. Indicate your inability to furnish a feature listed in this document by highlighting it in your response.
 - d. Indicate any additional features that are not noted but are included in the recommended system.
 - e. At the completion of the implementation, provide full system documentation including full inventory of all products, licenses, configuration, and design. This should include location of equipment, license, Software version, description, model, and serial number.

2. Provide equipment list with version/model numbers and design description.
 - a. An itemized list of all equipment and licenses
 - b. An itemized list of all items to be provided by OUHSD.
 - c. A full description of the high availability and failover capabilities of the system.
 - d. A summary of your solution and specific supported features.
 - e. Address all the requirements listed in this document.
 - f. Provide pricing credits for the trade-in of existing equipment.

3. Implementation
 - a. Provide a project plan to transition the existing network infrastructure to the new infrastructure. This plan needs to include a minimum amount of downtime.
 - b. Provide pricing for “turnkey” implementation service where all tasks are completed by the vendor.
 - c. Provide a statement that the vendor and any subcontractors will be responsible for the removal of any trash from all OUHSD facilities/campuses.
 - d. Provide a statement that the vendor acknowledges that they will deliver all surplus equipment to a centralized location as determined by OUHSD IT department.

4. Maintenance and Support.
 - a. Provide pricing for five years of system maintenance including hardware support, software support/upgrades, and licensing support for all components. This maintenance will be 24x7x365 4-hour on-site service and include vendor’s contact information including phone, email, and/or chat-based support.

TECHNICAL REQUIREMENTS

This section of the RFP contains the specifications and details regarding The OUHSD LAN Technical Requirements.

OUHSD is seeking products with item class and quality standards, or equivalent, as produced by Cisco. This brand is intended to be descriptive but not restrictive and is listed to indicate the quality and characteristics of products that will be satisfactory. Cisco brand, or equal, is preferred.

- Full Layer 3 routing for MDF switches
- Access switch solutions (IDF) requires only Layer-2 capabilities
- MDF & IDF switching solutions must contain redundant power supplies
- All Switching solutions should have the ability to support POE and POE+
- Solutions can utilize Chassis or Stacking technology
- Support VRR, EIGRP, OSPF and BGP routing protocols for MDF switches
- Support link speeds 10/100/1000/10000
- Support 10Gbe Links for IDF Switches and 10/40Gbe Links for MDF Switches
- Multicast support
- Link aggregation capabilities and port trunking for Gigabit and 10/100/1000Mb ports
- IEEE 802.3at compliant on switch ports as specified
- Support for 802.3x flow control and 802.1x edge authentication
- Support Quality of Service (QoS) based on layer two and three information
- Support for 10Base-T / 100Base -TX / 1000Base – TX interface modules
- Support for 1000Base-X Gigabit interface modules with “pluggable” SFPs
- Fixed Switch solutions require at least two 10GB SFP+ port for 10GB fiber Alternate
- Support for IEEE 802.1d Spanning Tree Protocol (STP)
- Support for IEEE 802.1s Multiple Spanning Tree and Per-VLAN Spanning Tree (PVST)
- Support for CDP and/or LLDP
- Support for a minimum of 256 IEEE 802.1q VLANs
- Support for port, protocol, and MAC-based VLANs
- Support IEEE 802.1Q with at least 512 simultaneous Virtual Local Area Networks (VLANs)
- Support for 802.3ad link aggregation to scale bandwidth and protect against link failure
- Support for monitoring and troubleshooting of switch ports via port mirroring
- Capable of supporting snmpv2 and snmpv3
- Support for Secure Shell (SSH) and HTTPS for secure access to the management interface
- Support for Radius/TACACS authentication
- MDF's UPS solutions should support a minimum of one hour Runtime

CABLING/INSTALLTION REQUIREMENTS

- Remove existing switches, racks, patch cables, and wire management of the MDF rooms and the IDF rooms with rack. For the IDF rooms with wall-mounted racks, vendor is expected to remove the stacked switches, patch-panels, and cables between the switch and patch-panel. For the IDFs that have wall mounted cabinets, but require a rack/cabinet, the vendor is expected to remove the wall cabinets.
- Install racks, new switches and fiber and patch cables between patch panel and switch.
- Configure switches by following standards and network security best practices
- Test the installed switches and ensure full functionality
- All switch Interfaces should be named properly and matched with the patch panel port numbers
- All cables and patch-panel ports shall be properly tagged with machine generated label in a manner to be determined later.
- When replacing the patch cables, vendor is expected to use color coded or labeled cables for Camera and wireless access points connecting to the new switches.
- Provide and install horizontal/vertical wire management panes.
- Clean up of boxes or any other material used during the install/ removal process.

PROPOSAL FORM

Name of Proposer: _____

To: Oxnard Union High School District acting by and through its Governing Board herein called the “District”.

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Inviting Proposals, E-rate Requirements, General Instructions and Conditions, Specifications, Bid Form, Non-Collusion Affidavit, References, Suspension and Debarment Certification, attachments, specifications, and all modifications, addenda and amendments, if any (hereinafter RFP Documents), hereby proposes and agrees to be bound by all the terms and conditions of the RFP Documents and agrees, if awarded, to provide and furnish the goods in accordance with laws, codes, regulations, ordinances and any other legal requirements, in connection with the following:

RFP 611

REQUEST FOR PROPOSALS

FOR

Technology Equipment (E-RATE)

all in strict conformity with the RFP Documents, including Addenda Nos. _____, _____, _____, _____ on file at the office of the Oxnard Union High School District for the sums as set forth in this Proposal Form resulting from the pricing on each individual Proposal Cost Sheet per School Site (Appendix A), and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<div style="text-align: right; margin-bottom: 5px;">_____ dollars \$ _____</div> <p>PROPOSAL AMOUNT</p> <p><i>Proposer acknowledges and agrees this Proposal Amount accounts for any and all Costs and includes the sum of all Proposal Cost Sheets in Appendix A for each School Site location</i></p>

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.
4. The name(s) of all persons interested in the bid as principals are as follows:

5. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the contract.

6. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICTS tender final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).
7. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder 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.
8. It is understood and agreed that if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.
9. The required Non-Collusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.
10. Failure to complete the Proposal Form in its entirety will render a bidder nonresponsive.
11. Quantity estimates are approximate and the District does not guarantee a minimum or maximum amount.
12. Items shall be priced F.O.B. Destination – Freight Prepaid and Allowed (Offeror/Service Provider/Vendor pays all freight, bears all freight, owns goods in transit, and files any claims.)

Price to include any shipping, handling, drayage, assembly, or any other related cost. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid.

SPIN No. _____

FRN No. _____

FCC Green Light Status: (Circle One) YES NO

If YES, you MUST attach evidence of Greenlight status with your proposal.

The undersigned hereby declares that all of the representation of this RFP are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed By: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

E-Mail: _____

NONCOLLUSION DECLARATION TO BE EXECUTED
BY OFFEROR AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ of _____ 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 this:

City of _____ State of _____

 Signature

 Print Name

 Title

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The _____
Firm name/principal

certifies to the best of its knowledge and belief, that it and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted of or otherwise criminally or civilly charged by a government entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

REFERENCES

Name of Proposer: _____

The District requires references of most current and relevant projects completed within the last five (5) years, including at least three (3) school districts or public agencies in California.

1. Name of Reference: _____
 Address: _____
 City/State/Zip: _____
 Contact Person: _____
 Telephone: _____ Email: _____
 Project Name: _____ Project Timeline: _____ Project Cost: _____

2. Name of Reference: _____
 Address: _____
 City/State/Zip: _____
 Contact Person: _____
 Telephone: _____ Email: _____
 Project Name: _____ Project Timeline: _____ Project Cost: _____

3. Name of Reference: _____
 Address: _____
 City/State/Zip: _____
 Contact Person: _____
 Telephone: _____ Email: _____
 Project Name: _____ Project Timeline: _____ Project Cost: _____

4. Name of Reference: _____
 Address: _____
 City/State/Zip: _____
 Contact Person: _____
 Telephone: _____ Email: _____
 Project Name: _____ Project Timeline: _____ Project Cost: _____

5. Name of Reference: _____
 Address: _____
 City/State/Zip: _____
 Contact Person: _____
 Telephone: _____ Email: _____
 Project Name: _____ Project Timeline: _____ Project Cost: _____

6. Name of Reference: _____
 Address: _____
 City/State/Zip: _____
 Contact Person: _____
 Telephone: _____ Email: _____
 Project Name: _____ Project Timeline: _____ Project Cost: _____

PROPOSAL SECURITY

KNOWN ALL MEN BY THESE PRESENTS, that we as Principal, and as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound unto the **Oxnard Union High School District**, hereinafter called the DISTRICT, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL for the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20__, for the

RFP 611 Technology Equipment (E-Rate)

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within one hundred eighty (180) calendar days after the said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, within (5) days after the prescribed forms are presented to Principal for signature, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the DISTRICT the difference between the amount specified in said bid and the amount for which the DISTRICT may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of Principal, _____)

if Corporation)

Principal (Proper Name of Bidder)

By

Signature of Bidder

(Corporate Seal of Surety)

Surety

By

(Attach Attorney-in-Fact

Certificate and Required

Acknowledgements)

Attorney-in-Fact

Name and Address of California

Agent of Surety

Telephone Number of California

Agent of Surety