



RFP #657
REQUEST FOR PROPOSALS
for
TECHNOLOGY EQUIPMENT – WIRELESS ACCESS POINTS (E-RATE)

PROPOSAL DUE DATE

2/7/22 @ 10:00 a.m.

SUBMIT ELECTRONIC PROPOSALS TO:

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 **2/7/22 at 10:00 a.m.**, electronic proposals for the award of a contract for the following:

RFP 657 Technology Equipment – Wireless Access Points (E-Rate)

Each proposal shall be submitted on a form obtained from the Purchasing Department of said District. Proposals must be sent via email to the Director of Purchasing at Deanna.Rantz@oxnardunion.org. 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/>. Proposals must be submitted by the specified proposal due date and time. Late submittals will not be accepted and will not be viewed.

To perform the work required by this notice, the Contractor must possess a Class **C-7** or **C-10** License.

Questions must be submitted, in writing to Deanna Rantz, Director of Purchasing via email, no later than the RFI deadline noted in the RFP.

A mandatory pre-proposal conference and site visit will take place on **1/21/22 at 9:00 a.m. at Pacifica High School, 600 E. Gonzales Road, Oxnard, CA 93036**. The conference will start promptly at 9:00 a.m. Late arrivals/tardiness will not be accepted and sign in is not allowable after the designated start time.

Vendor must participate in the E-Rate Program and must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal.

Each proposal must be accompanied by one of the following forms of bidder's security **IN HARD COPY** no later than the proposal due date and time: (1) a cashier's check made payable to the District; (2) a certified check made payable to the District; or (3) a bidder's bond executed by a California Admitted Surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the proposal documents. Such bidder's security must be in an amount not less than ten percent (**10%**) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract. Awarded company is required to provide Performance and Payment Bonds and insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within ten (**10**) calendar days after notification of the award of the contract to bidder, said security will be forfeited.

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: 1/13/22 & 1/20/22

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

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 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://fjallfoss.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, 2022.

- 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: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price 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 Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.
- f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2022 funding year (July 1, 2022). 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:

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

Category 2

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

- *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 the proposal package or the submittal 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 ***DUE IN HARD COPY BY PROPOSAL DUE DATE/TIME***
- Service Provider Annual Certification (SPAC)
- Service Provider Identification Number (SPIN) from USAC Website
- FCC Red Light Status Documentation

2) DEFINITIONS

As used herein, “RFP” or means this Request for Proposal, RFP 657.

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” or “Bidder” or “Contractor” means the firm or vendor or service provider submitting a proposal.

3) PROPOSAL FORMAT and CONTENTS

- a. **Proposal** shall be provided together and submitted electronically to deanna.rantz@oxnardunion.org no later than **2/7/22 at 10:00 a.m.** The Proposal Security *copy* should be sent electronically.
- b. **Original Proposal Security is due, in hard copy, no later than the proposal due date and time.**
- c. The Offeror is responsible to ensure that its proposal is received electronically by the District prior to the time and due date deadline. No late submissions will be accepted. The District is not responsible for technical difficulties in submission of the proposal package.
- d. 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 as to 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.
- e. No erasures are permitted. Verify your proposal documents before submission. No changes to the proposal may occur after the proposal due date and time.
- f. 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 referenced product, certifying that it is equal to 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.

- g. Offeror shall include all appropriate California State Sales or Use Tax in final calculations.
- h. 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 Trustees.
- i. 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.
- j. 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.
- k. All RFP responses must show the firm name and must be signed 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.
- l. To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents and employees in both individual and official capacities ("Indemnities"), against all suites, claims, injury, damages, losses, and expenses ("Claims"), including, but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or

alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor’s obligations.

- m. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person(s) signing the proposal. Discrepancies between words and figures or words and numerals, will be resolved in favor of figures or numerals. In the event the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive.
- n. Bidders shall thoroughly examine and be familiar with the requirements and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addenda, or any other document pertaining to this RFP, and acquaint himself with existing conditions shall in no way relieve any bidder from any obligation with respect to his bid or to the proposal.

By submitting a proposal, the prospective Vendor represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing the equipment and services to achieve the District’s objective.

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 by the Request for Information (RFI) deadline. Direct any written inquiries regarding this RFP electronically via email only to Deanna.Rantz@oxnardunion.org . Offeror should not make contact with any other individuals during the RFP process. 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 not rely on email correspondence. Updates will be posted on the OUHSD website at: <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/> and the [EPC Portal](#).

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 as an addendum on the indicated website.

- a. Offerors must acknowledge, any and all RFP addendum on the proposal form. Failure to mark all addenda issued under this RFP will render the proposal package unresponsive.

6) TIMELINE

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

Advertisements	1/13/22 & 1/20/22
Mandatory Pre-Proposal Conference/Site Visit	1/21/22 @ 9:00 a.m.
Conference/Site Visit Location	Pacifica High School 600 E. Gonzales Road Oxnard, CA 93036

Request for Information Deadline	1/24/22 @ 2:00 p.m.
RFP Due	2/7/22 @ 10:00 a.m.
RFP Evaluation	2/7-2/11/2022
Notice of Intent	2/14/22
Board Award	3/9/22
Notice of Award	3/11/22
Contract Execution & Bonds/Documents Due	Within 10 Days of Notice of Award
Project Meeting	TBD

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, 2022.

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 Proposal Security/Bid Bond, certified cashier's check or money order, in the amount of ten percent (10%) of the total proposal amount **IN HARD COPY BY THE PROPOSAL DUE DATE AND TIME**. This security is to be sent to Oxnard Union High School District, Attn: Deanna Rantz, 1800 Solar Drive, Floor 2 (Purchasing), Oxnard, CA 93030. Any late receipts of the required proposal security will render the proposal package unresponsive.

10) **PROTEST**

Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - i. Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for

filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

- ii. Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

5. The subcontractor is registered prior to the bid opening.

6. The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

7. The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

11) 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.

12) EVALUATION CRITERIA

- a. The criteria used for evaluating each proposal, may be, but is not limited to:
- Price of Eligible Goods and Services 25%
 - Non-Eligible Prices/Charges 10%
 - RFP Responsiveness 5%
 - District Experience with Company 20%
 - Company Experience 15%
 - Qualifications 15%
 - References 10%

Price will remain the 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. No commitment will be made to select a Vendor's system solely on the basis of price. Selection will be made on a combination of factors that may include: price; the degree to which the proposed services to meet functional and service level requirements; the quality of the service architecture, particularly in regards to business continuity and achievement of service level objectives; support procedures and service levels; our ability to understand and work with service billing; competence and reputation of the vendor; as well as any other factors that the District deems appropriate and in the best interest of the District. Points will be awarded based on certain criteria for a total sum of 100 points.
- d. 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.

13) VENDOR REFERENCES and INFORMATION

The District expressly reserves the right to reject the proposal of any Vendor who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Vendor poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner. In performing the above-described determination, the District reserves the right to utilize all possible sources of information in making its determination, including, but not limited to: inquiries to regulatory state boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Vendor has previously performed work, reference checks, experience with the District, and examination of all public records.

14) AGREEMENT

The District requires the awarded company to enter into an agreement that will bind it to specific terms and conditions. This agreement is shown as **Exhibit A**. The agreement must be signed and submitted to the District within 10 days of board award or Notice of Award.

15) BONDS

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

16) 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 Purchase Order and executed contract, the proposer must submit a delivery schedule to the District and receive acceptance of that delivery and installation schedule.

17) STANDARD COMMERCIAL 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.

18) HOLD HARMLESS

The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, employees, and agents from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other causes based or asserted upon any act, omission, or breach connected with services called for in this proposal.

- a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the services called for in the Contract Documents, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
- b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
- c) The Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

19) INSURANCE

The Contractor is required to hold all required insurance as required in the OUHSD Agreement Exhibit A, for the duration of the project, at the limits required and showing Oxnard Union High School District as additional insured on the Certificate of Insurance.

20) FAILURE TO FULFILL CONTRACT/TERMINATION

When any awarded proposer, under contract, fails 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 to 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.

21) 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.

22) 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 data 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.

23) 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.

24) APPLICABLE LAW

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

25) INVOICING AND PAYMENTS

Oxnard Union High School District requires that the successful proposer submit their payment documentation format 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 sent to the proper email address of accountspayable@oxnardunion.org. 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 is approved by the Technology Department. All E-Rate invoicing guidelines must be followed. The District cannot provide storage space for equipment purchased under this contract.

26) 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.
 - f. Contractor and its employees must follow all State of California, Ventura County Public Health Department, Centers for Disease Control and Prevention and Oxnard Union High School District guidelines regarding COVID-19 protocols and procedures.
 - g. To perform the work required within this RFP, the Contractor must possess a Class **"C-7" or "C-10"** Contractor's License, and the Contractor must maintain the license throughout the duration of the contract. If, at time of award of the contract, bidder is not licensed to perform the project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California, such proposal will not be considered and the Vendor will forfeit its bid security to the District.

27) 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. An additional school (Del Sol High School) is under construction. The District serves the communities of Oxnard and Camarillo. The estimated student population is approximately 17,000 students.

1. RFP OBJECTIVE

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

OUHSD is planning to utilize E-RATE Category 2 funding to replace all (1124 units) Wireless Access Points (WAP) in 8 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 Meraki MR42 and MR46 and MR84 for wireless network equipment and Cisco 9000 series for wired network equipment
- OUHSD includes 9 high schools
- Approximately 17,000 students and 1200 faculty
- BYOD - 1 to 2 devices for students and staff
- 20-38 students in each classroom
- Devices include Chromebooks, Apple devices, Cell phones, TVs, and Tablets
- Traffic type is moderate to heavy web access for research with video streaming

3. DESIRED SOLUTION

- Provide infrastructure for network-based applications that will serve classroom instruction
- 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 the 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

- Efficiently integrate with the District’s existing centralized control, security, and policy management platforms
- 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 **1/21/22** at 9:00 AM (PST) for any vendors who wish to propose on the OUHSD RFP 656 Technology Equipment project. The meeting will be at Pacifica High School, 600 E. Gonzales Road, Oxnard, CA 93036. No proposals will be accepted from vendors who do not attend this mandatory meeting, sign in and participate in the mandatory job walk.

PROJECT REQUIREMENTS

1. PROJECT MANAGEMENT

The 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. This will involve testing and certification of all newly installed equipment to ensure a successful migration.

3. TRANSITION PLAN

The vendor is expected to plan and conduct the installation of the project with minimal impact on 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. WIRELESS SITE SURVEY

The vendor is required to conduct a site survey and measurements to address signal path and strength, noise and signal latency throughout the buildings in all schools and provide the maximum data rate expectations, WAP locations, potential interference and identification of possible trouble spots. Signal coverage maps shall be provided to the OUHSD IT department.

5. INSTALLATION

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

The vendor will follow cabling standards, dress and label cables, and equipment appropriately, and cable management for a clean and organized installation.

The contractor shall provide all patch cables and RJ45 boxes required for completing Ethernet connections between the Wireless Devices and existing switches.

6. 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 with accurate and thorough documentation of installed WAPs. The vendor will provide OUHSD a separate spreadsheet for each school with the make, model, location, serial, and asset tag of installed WAPs. The vendor may be required to obtain District asset tags to adhere to the equipment prior to installation.

1. PRICING SCHEDULE

The vendor will provide pricing details in Appendix A attached to this RFP. OUHSD reserves the right to purchase all or some of the proposed solutions. 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:

- The 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. Indicate your inability to furnish a feature listed in this document by highlighting it in your response.
 - b. Indicate any additional features that are not noted but are included in the recommended system.
 - c. At the completion of the implementation, provide full system documentation including a full inventory of all products, licenses, configuration, and design. This should include the 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 summary of your solution and specific supported features.
 - d. Address all the requirements listed in this document.
 - e. Provide pricing credits for the trade-in of existing equipment.
3. Implementation
 - a. Provide a project plan to transition the existing wireless network infrastructure to the new infrastructure. This plan needs to include a minimum amount of downtime.

- b. Provide pricing for a “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 the 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 a 24x7x365 4-hour on-site service and include the 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.

- Equipment must meet or exceed the 802.11 a/g/n/ac wave 2/ax standard.
- Each access point must be an array of at least 3x3 or 4x4 radios that support 802.11 a/g/n/ac wave 2/ax.
- The solution must include the installation kit i.e. mounting bracket.
- The solution must include a license for Software and firmware updates for 5 years
- Each access point must support VLAN tagging on individual SSID's.
- Each access point must include spectrum analyzing capabilities.
- Each access point must have the ability to switch users from the 2.4 GHz spectrum to the 5 GHz spectrum automatically as needed for client load balancing purposes.
- Each individual radio in an access point must be manageable i.e. increase/decrease RX/TX, capable of setting different security protocols per radio, etc.
- Access points must have adaptive antenna technology and not transmit 100% of the time in an omnidirectional pattern.

CABLING/INSTALLATION REQUIREMENTS

- The vendor may use the existing cables, but Remove existing Meraki MR42 Wireless Access Points
- Any cables run by the vendor will be terminated into a patch panel in IDF or MDF on one end and in a wall-mounted network jack on the other end. Patch panel ports and network jacks must be labeled.
- If current cables are used, the vendor will be allowed to use the same cable and patch panels regardless of the rating category, unless otherwise, the existing cable is not compatible with the proposed solutions.
- The vendor requires to run new cables for the new WAPs if determined after the wireless site survey.
- The vendor may use existing equipment such as raceways and J hooks if desired.
- Configure WAPs by following standards and network security best practices
- Test the installed WAPs and ensure full functionality
- All WAPs shall be properly named and tagged with the machine-generated label
- Clean up of boxes or any other material used during the install/removal process.

PROPOSAL FORM

Name of Company: _____

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

- 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 657
REQUEST FOR PROPOSALS
FOR
Technology Equipment – Wireless Access Points (E-RATE)

all in strict conformity with the RFP Documents, including Addenda Nos.

No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____

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:

<p style="text-align: right;">_____ dollars \$ _____</p> <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.)
13. The bidder hereby confirms it is submitting these required forms to complete is proposal package:
 - 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)
- **DUE IN HARD COPY BY PROPSOAL DUE DATE and TIME**
- Service Provider Annual Certification (SPAC)
- Service Provider Identification Number (SPIN) from USAC Website
- FCC Red Light Status Documentation

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.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

E-Mail: _____

NONCOLLUSION DECLARATION TO BE EXECUTED

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 657 Technology Equipment – Wireless Access Points (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