

ALBANY UNIFIED SCHOOL DISTRICT
1051 MONROE STREET
ALBANY, CA 94706

REQUEST FOR PROPOSAL

DISTRICT WI-FI UPGRADE:
INTERNAL CONNECTIONS
E-RATE YEAR 2018

RFP NO. 2018 WI-FI

LEGAL NOTICE

NOTICE TO VENDORS – REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **ALBANY UNIFIED SCHOOL DISTRICT** (herein after referred to as the “District”) of Alameda County, California, will receive proposals for:

E-RATE YEAR 2018

**DISTRICT WI-FI UPGRADE:
INTERNAL CONNECTIONS, RFP NO. 2108 WI-FI**

Each proposal is to be in accordance with the format specified by the Business Office, copies of which may be viewed in the Purchasing website located at <http://www.ausdk12.org/apps/pages/procurement> or on the USAC EPC Portal site <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>.

Each proposal must be filed with the Business Department on or before **3:00 P.M., on the 11th Day of December, 2017**. All proposals shall be submitted separately and sealed in a package plainly marked with the appropriate title for each proposal. The Board reserves the right to reject any or all proposals and to waive informality in any proposals received. No vendor may withdraw his proposal for a period of Ninety (**90**) calendar days after the date set for the receipt of proposals.

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.

Date:

Albany, California

Published:

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INTERNAL CONNECTIONS
E-RATE YEAR 2018****RFP NO. 2018 Wi-Fi**

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A. PURPOSE

The Albany Unified School District's ("District") purpose for this Request For Proposal ("RFP") is to solicit proposals from qualified vendors to provide a solution to meet the objective stated in the RFP. The solution is subject to all terms, conditions, and specifications in this RFP. All proposal(s) submitted will be reviewed and chosen based on the matrix included in the proposal documents.

The District reserves the right to procure these services based on the District's ability to fund their portion of the project.

B. OBJECTIVE

Albany Unified School District wishes to install a new, up-to-date, managed Wi-Fi system throughout the district. The district desires an on-site, controller-based system capable of managing at least 200 802.11ac wave 2 wireless access points (WAPs). The proposal shall cover hardware (controllers and WAPs), software licensing, and support costs only. Installation of supporting cabling will not be necessary as AUSD will utilize existing cabling where possible.

C. REQUEST FOR PROPOSAL (RFP) RESPONSE

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for Albany, CA.

To be considered a Vendor, the candidate must submit the complete original proposal, in the format stated below, and provide fully executed copies of any and all addenda[s] required to be returned, in a sealed envelope on or before 3:00 P.M., on the 11th Day of December, 2017, to the following address:

Albany Unified School District
Business Department
Attn: Dax Kajiware
1051 Monroe Street
Albany, CA 94706

All proposals shall be sealed in a package plainly marked "***DISTRICT WI-FI UPGRADE: Internal Connections, RFP NO. 2018 Wi-Fi.***"

The Vendor is required to submit an Original plus three (3) bound copies and one (1) electronic copy of the proposal (email to: dkajiware@ausdk12.org) and any required addenda(s). All proposals shall be prepared by and at the expense of the Vendor.

Each proposal submission package should be presented so that it can be readily reviewed and labeled in the following tab order:

A	Proposal Form Cover Sheet, Proposal Form and Proposal
B	Bid Bond
C	Non-Collusion Affidavit
D	Vendor's Certificate Regarding Workers' Compensation
E	Conduct Rules for Vendor's
F	Reference's
G	Policy Regarding Source Code
H	Addenda[s]
I	Specifications / Miscellaneous Info. (Indexed by each section – submit a hardcopy with your proposal):

PROPOSAL SUBMITTED IN ANY OTHER FORMAT WILL BE CONSIDERED NON-RESPONSIVE.

It is the sole responsibility of the Vendor to be sure that the proposal is delivered to the Business Department. Please be advised that if the submittal of the proposal is received in a department other than the Business Department located at 1051 Monroe Street, Albany, CA 94706, it is not the responsibility of that department to make sure that the proposal is received in the Business Department before the time indicated in the Notice to Vendor's.

Vendor should not assume that their past and/or current experience with the District demonstrates knowledge of the District's current needs or that the Albany Unified School District – DISTRICT Wi-Fi UPGRADE: Internal Connections Selection Committee possesses knowledge of this experience. The evaluation of each proposal will be based upon the evaluation criteria applied to their proposal submission.

The District reserves the right to reject any or all responses. The District also reserves the right to waive any minor irregularities or defects in any response shall a waiver be in its best interest. No Vendor may withdraw his proposal for a period of Ninety (90) calendar days after the date set for the receipt of proposals.

PROPOSAL SUBMITTED BY FAX ARE NOT ACCEPTABLE.

D. RESPONSE TIMELINE

EVENT	DATE
1. RFP Publications	11/09/2017
2. Post Form 470	11/09/2017
3. Advertisement No. 1	11/20/2017
4. Advertisement No. 2	11/27/2017
5. RFI-Pre-submittal of written questions/clarification email to: dkajiwara@ausdk12.org	12/04/2017 3:00 PM
6. Response to Questions – Posting on AUSD website and	12/06/2017

EPC web portal	3:00 PM
7. Request for Proposals Due Date and Time	12/11/2017 at 3:01 PM
9. RFP's Review & Selection Process	12/11/2017 3:02 PM
10. Intent to Award – Posting (AUSD Website)	12/13/2017
11. Board of Education Agenda Meeting	01/09/2018

E. REQUEST FOR INFORMATION (RFI) AND/OR CLARIFICATION

Request for information, regarding this proposal, must be submitted by email to Dax Kajiware (dkajiware@ausdk12.org) within the timeframe indicated in the response timeline. Questions received after the deadline will not be responded to.

The Business Department will not be responsible for RFI's sent to the wrong addressee, nor will it be the responsibility of the receiving addressee to forward your request to the Business Department.

All RFI's will be responded to in the form of an Addendum within the timeframe indicated in the timeline. Please reference general terms and conditions Section 8 "Interpretation of Documents" of the RFP for additional information.

F. REFERENCES

Provide at least three (3) references of similar size and scope, preferably school districts, with the following information:

- ☐ Name of Site, address and phone number
- ☐ Director of ITS Contract
- ☐ Brief description of project, including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP.
- ☐ The ERATE SITE Billed Entity Number ("BEN") that was approved by SLD

G. EVALUATION PROCESS

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. Reference the "Basis Selection" item in the General Terms and Conditions for the breakdown on the points system.

Proposals found to be incomplete may be rejected as non-responsive; any proposal not deemed to be competitive will be rejected.

The Albany Unified School District may choose to ask clarification questions or request additional information. All responses will be required in writing; incomplete or unclear responses will result in rejection of proposal.

Please reference general terms and conditions Section 9 “Basis of Selection” of the RFP for more information

GENERAL TERMS AND CONDITIONS

The following general terms and condition shall govern the submission of proposals and any agreement resulting from this procurement. Vendors, by virtue of submission of a proposal, acknowledge and accept these general terms and conditions. Vendors shall note that the use in the specifications of any term or phrase typically associated with particular commercially available systems is coincidental and not intended to imply preference or bias toward that system.

Proposals, which do not comply with instructions, may be eliminated from further consideration. All proposals must contain all forms furnished in this request and be in printed form. Failure to provide and execute all enclosed forms as required may result in disqualification.

1. Preparation of Proposal Form

The Albany Unified School District (“District”) invites proposals on the attached forms to be submitted at such time and place as is stated in the Notice to Vendors. Proposal shall be submitted on the prescribed proposal forms, completed in full. All proposal items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern.

All proposals shall be submitted in the format stated and in a sealed package bearing on the outside the name of the bidder, their address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Vendor to see that their proposal is received in proper time. In accordance with Government Code Section 53068 and Public Contract Code Section 4104.5, any proposal received after the scheduled closing time, for receipt of proposals or after any extension due to material changes, shall be returned to the Vendor unopened.

2. Form and Delivery of Proposal

The proposal shall be made on the proposal form provided, and the complete proposal, together with any and all additional materials as required by the proposal documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the attention of Dax Kajiwar, at 1051 Monroe Street, Albany, CA 94706, and must be received on or before the time set forth in the Notice to Vendor’s. The envelope shall be plainly marked with the Vendor mailing address and the Proposal title and RFP No. **It is the Vendor’s sole responsibility to ensure that its proposal is received prior to the scheduled closing time for receipt of proposals.**

3. Signature(s)

Any signature required on the proposal forms must be signed in the name of the Vendor and must bear the signature in longhand of the person or person(s) duly authorized to sign the proposal on behalf of the bidder in permanent ink.

4. Modifications

Changes in or additions to the proposal form, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposed form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive. No oral or telephonic modification of any proposal submitted will be considered.

5. Erasures, Inconsistent or Illegible Proposals

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. In the event of inconsistency between words and figures in the proposal price, the words shall govern. In the event the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive.

6. Examination of Contract Documents

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 the document, and acquaint himself with conditions there existing shall in nowise 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.

7. Withdrawal of Proposals

Any proposal may be withdrawn, either personally by written request at any time prior to the scheduled closing time for receipt of proposals. All requests for proposal withdrawal must be accompanied by proof acceptable to the District which authorizes the individual requesting the proposal withdrawal to so act on behalf of the Vendor. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the scheduled closing time for receipt of proposals. No Vendor may submit more than one proposal. No Vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the receipt of proposals.

8. *Interpretation of Documents*

If any prospective Vendor is in doubt as to the true meaning of any part of the proposal documents, or finds discrepancies in, or omissions from the specifications, a written request for interpretation or correction thereof may be submitted to the District.

Note: All questions concerning this proposal must be submitted in writing and emailed to dkajiwara@ausdk12.org.

The Vendor submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the proposal documents will be made solely at District's discretion and only by written addendum duly issued by the District and a copy of such addendum will be posted on the district website: <http://www.ausdk12.org/apps/pages/procurement> and on the USAC EPC Portal site <http://www.usac.org/sl/tools/e-rate-productivity-center/default.aspx>. No person is authorized to make any oral interpretation of any provision in the proposal documents, nor shall any oral interpretation be binding on the District. Vendor shall become familiar with the specifications. ***SUBMITTAL OF A PROPOSAL WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE VENDOR HAS DETERMINED THAT THE SPECIFICATIONS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT VENDOR IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE SPECIFICATIONS; AND THAT THE SPECIFICATIONS FALL WITH AN ACCEPTABLE STANDARD FOR SPECIFICATIONS.***

9. *Basis of Selection*

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, including: 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 the following for a total sum of 100 points; the vendor with the highest points total will be awarded the RFP:

No.	Factor	Total Points Available
1	Cost of eligible products and/or services	40
2	Conformity with RFP specifications	10
3	Technical specifications of proposed solution	35
4	Support/warranty terms	15
Total Points		100

10. Exception/Deviations.

Any exceptions to the requirements and terms in this RFP, including the language in the proposed Agreement, must be included in the proposal submitted by the prospective Vendor. Such exceptions must be segregated as a separate element of the proposal response and noted in the Cover Letter of the response. Significant exceptions may remove the prospective Vendor from further consideration.

11. Data

The district provides information herein to assist Vendors in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Vendor to rely solely on the accuracy of the information in submitting their proposal.

12. Award of Contract

The Albany Unified School District will be the sole judge of the quality, methodology, and suitability of the service offered by the Vendor in the proposal. Pursuant to State of California Public Contract Code Section 20118.2, the award of the contract, if made by the District, will be by action of the governing board and be made to the Vendor whose proposal meets the evaluation standards set forth in this Request for Proposal and will be the most advantageous to the District with price and all other factors considered. Low bid does not constitute an award.

The District reserves the right to reject any or all proposals without identifying the cause of such rejection(s), or to waive any irregularities or informalities in any proposals or in the proposal process. The District reserves the right to withdraw this RFP at any time without prior notice. Further, the District makes no representations that an agreement will be awarded to any prospective Vendor responding to this Request for Proposal. The District also reserves the right to award its total requirements to one Vendor, or to apportion those requirements among several vendors, as the District may deem to be in its best interests. The District reserves the right to negotiate with other than the selected Vendor should negotiations with the selected Vendor be terminated, to negotiate with more than one Vendor simultaneously, or to cancel all or part of this 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 and examination of all public records.

14. Workers' Compensation

In accordance with the provisions of §3700 of the Labor Code, Vendor shall secure the payment of Compensation to his employees. Vendor shall sign and file with the District the following certificate prior

to performing the work under this contract: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of the contract." The form of such certificate is included as part of the proposal documents.

15. Non-Collusion Affidavit

The Vendor is required to submit an Affidavit of Non-collusion with their proposal. This form is included with the proposal documents and must be signed under the penalty of perjury, dated and notarized.

16. Anti-Discrimination

It is the policy of the District that in connection with all work performed under contracts, the Vendor shall not discriminate on the basis of a persons' actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

17. Hold Harmless

The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, agents, employees, representatives, consultants, Board of Education, members of the Board of Education, (collectively, the "District Parties"), from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arises 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, employees, representatives, consultants, Board of Education, members of the Board of Education, (collectively, the "District Parties"), 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.

18. Vendor's Proposal Costs

The Vendor shall solely bear any costs incurred: to prepare and submit a proposal in response to this RFP; to negotiate with the District regarding any matter related to this proposal; by the Vendor prior to the date of award. Vendor shall not include any such costs as part of the price as proposed in response to this RFP.

19. System Availability

The proposals submitted must describe a system where all elements are currently available and will not include "futures" or "drawing board" elements. "Futures" or "Drawing Board" elements, if included, must be explicitly labeled as such and may serve only for information purposes and not be used to satisfy a requirement stipulated in the RFP.

20. Communications

Vendors who contact any member of the Board of Education, District administrators, or staff without following the above listed protocol will be eliminated from further consideration. Oral communications of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the Vendor of his/her obligations as set forth in the RFP.

21. Proposal Confidentiality

All proposals received shall remain confidential, to the extent permitted by law until negotiations between the District and Vendor are complete; thereafter, the proposals shall be deemed public records. In the event that a Vendor desires to have portions of its proposal remain confidential, it is incumbent upon the Vendor to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification of exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page. The District will consider a Vendor's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Vendor that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Vendor requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order. It is understood that the District is subject to the California Public Records Act (Gov. Code Section 6550, et seq.). If a public records request is made to view Vendor's proprietary and confidential information, the District shall notify Vendor of the request and the date that such records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining that disclosure, the District will release requested information on the date specified. All materials submitted in response to this request will become the property of the District and will be returned only at the District's option and at the Vendor's expense.

22. Taxes

The District is subject to State of California Sales and Use Tax. Proposal prices shall include allowances for all taxes including but not limited to all Federal, State and Local taxes.

23. Subcontracting Procedure

No performance of the contract or any portion thereof shall be assigned or subcontracted by the Vendor without the expressed written consent of the District. Any attempt by the Vendor to assign or subcontract any performance of the terms of this contract without the expressed written consent of the District will constitute a breach of this contract. Whenever the Vendor is authorized by the District to subcontract or assign, he will include all the terms of this contract to each such subcontract or assignment.

Every subcontractor shall be bound by the terms of the contract as far as it is applicable to the performance of the work. Nothing herein shall create any contract between any subcontractor and the District, or any obligation of the part of the District to pay, or see to the payment of any sums to any subcontractor by the Vendor.

24. News Releases

News releases pertaining to the award resulting from this RFP shall not be made without prior written approval of the District's Superintendent.

25. Disposition of Proposal

All materials submitted in response to this request for proposal will become the property of the District and will be returned only at the District's option and at the Vendor's expense. The master copy shall be retained for official files and will become a public record as subject to the Public Records Act. However, confidential financial information submitted in support of the requirement to show Vendor's responsibility and proprietary information will not be made public and will be returned upon request. Confidential and proprietary information must be clearly identified as such.

26. System Performance

Not restricted by any other item, condition, disclaimer, warranty or guarantee, the Vendor represents and warrants that the system will perform the functions described in its product specifications and its proposal and the system will operate in the proposed configuration and the cost set forth.

27. Software Integrated Performance

Within the definition of the system described by the Vendor's proposal and resulting agreement, the vendor acknowledges that the nature of this procurement requires that each component function in accordance with its specification and be integrated and operate successfully with all other components of the system.

28. *Cancellation for Insufficient or Non-Appropriated Funds*

The Vendor hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government under the E-Rate Program, or acquired by the District from similar public sources and is 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.

29. *Assignment of Contract*

The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond and the District.

30. *Binding Effect*

This agreement shall inure to the benefit of and shall be binding upon the Vendor and District and their respective successors and assigns.

31. *Severability*

If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

32. *Amendments*

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

33. *Prevailing Law*

In the event of any conflict or ambiguity between these instructions and State and Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements.

34. *Governing Law and Venue*

The final contract between Vendor and the District shall be assembled and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Vendor shall proceed diligently with the performance of the final contract. Venue shall only be with the appropriate state or federal court located in Alameda County, California.

35. *Clarifications and Corrections*

The right is reserved, as the interests of the District may require, to revise or amend the RFP Documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposal. If the revisions and amendments are of a nature which require material changes, the date set for the opening of the proposals may be postponed by such

number of days as in the opinion of the District will enable Vendors to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals. Any clarifications or corrections to the RFP Documents will not be considered valid unless it is provided in writing by the District to all Vendors as a numbered Addendum.

36. Coordination

The Vendor shall coordinate delivery schedules with the District and their designated agent(s).

37. Guarantee

The District requires that the DISTRICT WI-FI UPGRADE: Internal Connections components provided by the Vendor shall be guaranteed for a minimum of one (1) year after acceptance by the District. All services necessary to repair malfunctions discovered shall be provided at no cost to the District during the guarantee period. Any defects shall be rectified by the successful Vendor(s) promptly to the satisfaction to the District without expense to the District.

38. Warranty

All warranties must be clear, concise and in writing. Warranties shall be specific as to what is and is not covered along with the exact term (in calendar days) of each covered item. Warranties shall cover all individual modules, supplies or created interfaces and any ancillary product that is purchased from the awarded Vendor. In addition, the awarded Vendor will warrant and guarantee the seamless integration and interface modules proposed herein.

Vendor(s) must warrant that the specifications, capabilities and performance characteristics are as stated in the proposal and accompanying documentation. Submission of a proposal will represent your agreement to these conditions.

45. Entire Agreement

This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

46. Subject to Approval of Board

This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

TECHNICAL SPECIFICATIONS

RFP NO. 2018 WI-FI

Background

Albany Unified School District wishes to install a new, up-to-date, managed Wi-Fi system throughout the district. The district desires an on-site, controller-based system capable of managing at least 200 802.11ac wave 2 wireless access points (WAPs). The proposal shall cover hardware (controllers and WAPs), software licensing, and support costs only. Installation of supporting cabling will not be necessary as AUSD will utilize existing cabling where possible.

Upgrade Requirements

The New WIRELESS Infrastructure will be a **single manufacture Enterprise Grade** solution with the following key requirements.

- The solution must provide for two (2) on-site controllers (Ruckus SmartZone 100 or equivalent) running in primary/load balancing configurations. If the primary controller goes down or is offline, the secondary controller shall automatically resume controller functionality. Controllers must be compatible with specified wireless access points. Controllers shall be configurable via a web GUI.
- Solution must allow district IT support to troubleshoot wireless connection issues. Solution shall allow for event logging of at least 6 months. (Ruckus SCI or equivalent)
- One hundred thirty (130) wireless access points (WAPs). The WAPs shall be 802.11ac wave 2 compatible and have support for greater than 1 Gb/sec data transfer speeds on a single Ethernet port. WAPs must have demonstrably proven ability to stream video on greater than 50 client devices simultaneously. (Ruckus R720 or equivalent)
- WAPs must be mountable to standard T-bar drop ceiling supports. If not standard, mounting hardware must be included in proposal.
- Include technical support and all software licensing.
- Include a minimum of 1-year next day replacement warranty on all hardware.

The District Office IT Department will test equipment for functionality. If it is determined that the network configurations for project do not perform to District specifications, the vendor will be required to reconfigure a device or devices until functionality and performance are in working order, no change orders will be accepted.

As part of this RFP, it is required that the VENDOR assigns a project manager as a single point of contact for all District communications including but not limited to technical support for system troubleshooting.

Furthermore, after implementation has commenced, the single manufacture solution must provide a toll free number that the District IT staff can contact for any technical support query for all Wireless Software and Hardware components.

TRADE NAMES AND ALTERNATIVES

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. 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 response by the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

REQUEST FOR SUBSTITUTION

Bidder may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (Specified Item) and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing identifying the below items. The Substitution Request must be accompanied by evidence as to whether the proposed substitution:

- (1) Is equal in quality service ability to the Specified Item;
- (2) Will entail no changes in detail, construction and scheduling of related work;
- (3) Will be acceptable in consideration of the required design and artistic effect;
- (4) Will provide no cost disadvantage to District;
- (5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- (6) Will require no change of the construction schedule.

ORDER TERM

District reserves the right to order quantities in any size lot or lots of quantities. Pricing must remain firm for the period of April 1, 2018 thru September 30, 2019. The start date of the project is predicated upon the receipt of the Funding Commitment Decision Letter (FCDL) from the Universal Services

Administrative Company. The District reserves the right to extend the intent to purchase for an additional annual term through September 30, 2020.

PRICING SUBMISSION INSTRUCTIONS

Please submit Quotations by school, as well as a summary page, and include the following:

Project Summary

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Wireless Access Point		130				
		XX				
		XX				
		XX				
Tax						
Freight/Shipping						
Grand Total						

Albany High School

603 Key Route Blvd.

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Wireless Access Point		35				
		XX				
		XX				
Tax						
Freight/Shipping						
Grand Total						

Albany Middle School
1259 Brighton Ave.

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Wireless Access Point		35				
		XX				
		XX				
Tax						
Freight/Shipping						
Grand Total						

Cornell Elementary School
920 Talbot Ave.

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Wireless Access Point		20				
		XX				
		XX				
Tax						
Freight/Shipping						
Grand Total						

Marin Elementary School
1001 Santa Fe Ave.

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Wireless Access Point		12				
		XX				
		XX				
Tax						
Freight/Shipping						
Grand Total						

Ocean View Elementary School
1000 Jackson St.

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Wireless Access Point		20				
		XX				
		XX				
Tax						
Freight/Shipping						
Grand Total						

Albany Children's Center
720 Jackson St.

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Wireless Access Point		4				
		XX				
		XX				
Tax						
Freight/Shipping						
Grand Total						

District Office
1051 Monroe Street

Description	Part #	QTY	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Wireless Access Point		4				
		XX				
		XX				
Tax						
Freight/Shipping						
Grand Total						

End of Technical Specification

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (_____) _____ **FAX:** (_____) _____

E-MAIL ADDRESS: _____

PROPOSAL FORM

FOR

DISTRICT WI-FI UPGRADE: INTERNAL CONNECTIONS E-RATE YEAR 2018

RFP NO. 2018 WI-FI

PROPOSAL FORM

TO: Albany Unified School District,

Acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Vendor's and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of contract and the cost of the work at the place where the services are to be done and with the specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the services required in connection with the following:

DISTRICT WI-FI UPGRADE: INTERNAL CONNECTION E-RATE YEAR 2018

RFP NO. 2018 Wi-Fi

All in strict conformity with the specifications and other contract documents, the undersigned has thoroughly examined any and all addenda(s) issued during the proposal period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following addenda[s]:

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Addendum No. _____ Date Received _____

Bidder to list all addenda[s] (if any) on file at the office of the Business Department of said District.

For the lump sum of:

_____ (in words)
(\$_____)

Signature of Bidder further confirms that the bidder is binding specified product with no exceptions.

2. It is understood that the District reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice to Vendor's - Request for Proposal.
3. Each individual proposal term shall be determined from the specifications, and all other portions of the proposal documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary for the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the service: complete system consisting of software, hardware (Vendor required to supply minimum specifications on hardware), installation, data conversion, software customization, training, maintenance and software support, including standard District, State & Federal reports; and bonds and insurances; all as per the requirements of the proposal documents, whether or nor expressly listed or designated.
4. In submitting this proposal, the Vendor acknowledges that the General Terms and Conditions for the DISTRICT WI-FI UPGRADE: Internal Connections are an integral part of the contract documents and that the General Terms and Conditions have been read, understood and accepted by bidder. The bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the General Conditions and agrees to strictly abide by their meaning and intent.
5. The required Non-Collusion Affidavit is hereto attached
6. The required Vendor's Certificate Regarding Workers' Compensation is hereto attached.
7. It is understood and agreed that if written notice of intent to award this proposal is mailed, telegraphed, or delivered to the undersigned after the evaluation of proposals within the time this proposal is required to remain open, or at any time thereafter before the proposal is withdrawn, the undersigned will execute and deliver to the District a contract in accordance with the documents as accepted, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Vendor to proceed, and shall be completed by the Vendor in the time specified in the contract documents.

8. All notices or other correspondence should be addressed to the undersigned at the address stated below.

9. The names of all persons interested in the foregoing proposal as principals are as follows:

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

10. If the Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation.

11. Service Provider Identification Number (**SPIN**) _____

Federal Registration Number (**FCC-FRN**) _____

I, the below-indicated bidder, declare under penalty of perjury under the laws of the State of California, that the information provided and representations made in the proposal are true and correct.

Name of Bidder Firm– please print

Proper Name of Bidder – please print

Address

By: _____
Signature of Bidder

Date: _____

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

County of _____, _____, being first duly
(Print Name)
sworn, depose and says that he or she is _____ of the party
(Title)

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

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

Print name

Signature

State of California

County of _____

On _____, before me, _____ (Notary Public), personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

(Signature of Notary)

(Seal of Notary)

**VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate, consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

Proper Firm Name of Bidder

Proper Name of Bidder – print name

By: _____
Signature of Bidder

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

REFERENCES

Provide at least three (3) current references, which include comparable work that has been performed as specified in RFP NO. XXX, preferably school districts utilizing the proposed DISTRICT WIRELESS UPGRADE AND CABLING: Internal Connections, include the following information:

1. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

2. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

3. Name of Site:
Name of Director of I.T.S. Contract:
Business Address:
Telephone Number:
Brief description of project including cost and demonstrate how the project met or exceeded all aspects of the Objective in Section B of this RFP:

ERATE SUPPLEMENTAL TERMS & CONDITIONS
RFP NO. 2018 WI-FI- ERATE 2018**Signed copy to be returned with proposal**

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: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- 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 will

be disqualified from participation in the bidding process and will be considered non-responsive. 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, 2018.
- 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. Service Providers must have a valid USAC Form 473 on file for the entire E-Rate funding year 2016, 2017 and 2018
- i. **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.**
- j. 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.
- k. 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 <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- l. 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). 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. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/si/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


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 2018 funding year (July 1, 2018). 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.

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).

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 and certification 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: _____