



REQUEST FOR PROPOSAL

Project:

Network Equipment Maintenance

(RFP - No. LodiUSD-202086)

Prepared: December 21, 2020

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REQUEST FOR PROPOSAL (RFP) SUMMARY

The Lodi Unified School District (LodiUSD) is soliciting proposals from vendors who can provide an Extreme Networks or equivalent Five (5) Year Support Contract with costs divided up into 5 annual payments to meet the needs of Lodi Unified School District. This RFP provides the requirements and evaluative criteria and requests a detailed response from all prospective vendors, including pricing and service descriptions, in a specified format.

SCOPE AND SPECIFICATIONS OF REQUESTED SERVICES

The Scope of the Services requested by this Request for Proposals ("RFP") and the Specifications for the requested Services are set forth in Appendix A to this RFP.

COST BREAKDOWN AND LABELING OF PROPOSAL

The Cost Breakdown, Price Summary and Labeling of Proposal and the Specifications for this request is set forth in Appendix B of this RFP.

Special Conditions:

1. Prices to remain firm through LodiUSD approval, execution, and duration of the proposed contract of installation. In the event of a price decrease for service or from the manufacturer obtained by the Vendor after the RFP/Bid Closing Date, said decrease shall be passed on to Lodi Unified School District and documented with a new price sheet sent to Lisa Cranford in the Technology Services Department of LodiUSD, after the RFP/Bid Closing Date but at least seven (7) calendar days before the RFP/Bid Selection Date.
2. Any prospective Vendor, who contacts any Lodi Unified School District Board Member during the RFP process, will be disqualified from consideration for the RFP award.
3. The Board of Education reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.
4. Vendor must be able to provide complete implementation and professional services for the duration of the project.
5. The services requested in this RFP will be included under the District's eRate submission. Though product support codes may be for a five year contract, the district will make five (5) annual payments to the vendor awarded for only the dollar amount that eRate does not cover.

EVALUATION FACTORS FOR AWARD

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

Proposals that meet all mandatory requirements will be evaluated and ranked based on the following elements:

1. Cost of Vendor's proposal. – **Eligible Services** (35%)
2. The extent to which Vendor's proposed solution fulfills Lodi Unified School District's stated requirements as set forth in this RFP. – **Solution Meets District Needs** (25%)
3. An assessment of the Vendor's ability to reliability deliver the indicated service in accordance with the specifications set forth in this RFP. – **Reliability of Service** (20%)
4. The Vendor's stability, experiences, and record of past performance in delivering such services. – **Prior Experience** (5%)
5. Cost of Vendor's proposal. – **Ineligible Services** (15%)

SCHEDULE OF EVENTS

| Event | Date |
|---|--|
| 1. Board Authorization to Request Proposals | Tuesday, December 15, 2020 |
| 2. 470/RFP Release | Wednesday, December 23, 2020 |
| 4. Questions Due | Friday, January 8, 2021 by 1:00 PM (PST) |
| 5. Q&A Release | Tuesday, January 12, 2021 by 1:00 PM (PST) |
| 6. Bids Due | Friday, February 12, 2021 by 1:00 PM (PST) |
| 7. Vendor Recommendation | Friday, February 26, 2021 |
| 8. Board Meeting | Tuesday, March 2, 2021 |

SPECIFIC INSTRUCTIONS & INFORMATION TO VENDORS

1. Any Vendor who submits a proposal to this RFP acknowledges the validity of the Vendor and the irrevocability of the proposal/offer for ninety (90) days after RFP closing date.
2. LodiUSD reserves the option to terminate service, without penalty and full expectation of refund of any and all proceeds paid prior to date of termination of contract or services for balance of services not rendered, if the District is dissatisfied with the service.
3. Each Vendor warrants that such facilities and services will maintain the performance criteria stated above at all times during the continuation of the Agreement.
4. Each Vendor warrants that it had good title to all elements of the facilities and services and has the legal right to contract with LodiUSD for the installation and use of such facilities and services.
5. The selected Vendor shall indemnify LodiUSD and its trustees and employees against any claims or threat of claims brought by any third party alleging infringement of any proprietary rights.

PROPOSAL SUBMISSION **

Proposals must be submitted in by person, by first class mail, or by courier, and received no later than **Friday, February 12, 2021 by 1:00 PM (PST)** to the Technology Services Department at the following address:

Lodi Unified School District
Attn: Lisa Cranford – Technology Services Department
1305 E. Vine Street
Lodi, CA 95240

**** In the event San Joaquin County is in the Purple (Widespread) COVID-19 tier, per the Blueprint for a Safer Economy guidelines on the day submissions are due,** electronic submissions will be accepted by emailing them to lcranford@lodiUSD.net, electronic submittals will not be accepted unless San Joaquin County is in the Purple (Widespread) COVID-19 tier. The winning vendor will be required to submit hard copies upon notification of award.

NOTE: Proposals received after the deadline will not be accepted for consideration. It is the sole responsibility of the Vendor to ensure that the proposal is received in proper time.

All restrictions on the use of data contained within a proposal and all confidential information must be clearly designated as "Proprietary and Confidential Information." Designation of information as such will protect the information from disclosure only to the extent allowed by law, and information so designated will be handled in accordance with the California Public Records Act and other applicable law.

To the extent permitted by law, the contents of proposals shall be confidential until such times as competitive or bargaining reasons no longer require nondisclosure, which shall in no event be later than the time of the RFP/Bid Selection. At that time, all proposals will be available for review in accordance with the California Public Records Act and other applicable law.

SIGNATURE

The proposal must be signed in the name of the Vendor and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In the case a proposal is submitted by a corporation, a duly authorized officer or agent thereof must sign it in the name of such corporation.

ADDITIONAL ITEMS REQUIRED

1. Vendor shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

2. The Proposal must be labeled and provide any additional information as set forth in Appendix A to this RFP.
3. Each prospective Vendor must submit one (1) bound/binder copy with sealed cover with RFP LodiUSD Switch Maintenance Support Contract proposal clearly written on the package and one (1) digital copy (CD or thumb drive) of its bid in response to the RFP by due date (listed above).
4. Each Vendor must provide two (2) signed and dated copies of the Vendor's multi-year Service Agreement at the time the bid is submitted.
5. Each proposal must contain costs for taxes and shipping as separate items.
6. Prices must be held firm for the duration of the installation of complete project and/or until the end of resulting contract.
7. Each Vendor who submits a quote for the posted equipment MUST use the posted information in the quote.
8. If the quote is not filled out completely, including the full part numbers, quantities, tax, and shipping, the quote may be considered non-responsive.

QUESTIONS RELATED TO THE RFP

Any Request for Information ("RFI") must be made in writing and sent via e-mail to the contact identified below. Please reference "**RFP - No. LodiUSD-202086**" in the email subject line. Replies will posted on district website for all vendors to review at www.lodiUSD.net/rfps.

CONTACT INFORMATION

Any questions concerning technical requirements must be directed to:

| | |
|--------------|---|
| Name | Lisa Cranford, Network and Systems Supervisor |
| Email | Lcranford@lodiUSD.net |

****Last day to submit questions will be Friday, January 8, 2021 by 1:00 PM (PST)**

EXAMINATION OF CONTRACT DOCUMENTS

Vendors shall thoroughly examine and be familiar with the Specifications. The failure or omission of any Vendor to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Vendor from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as Prime Facie evidence of compliance with this section.

LIMITATION ON BID CONSIDERATION

No proposal will be accepted from, or contract awarded to, any party or Vendor in arrears to the Lodi Unified School District, or who is a defaulter as surety, contractor or otherwise.

QUOTE SEPARATELY

Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form. Detail all service costs. Must show discounts separately, if applicable.

ALL COSTS INCLUDED

All costs must be included in the Vendor's proposal. The Vendor shall deliver, install, and complete an integrated system, which may include use of LodiUSD owned and installed existing equipment.

TAXES AND INSURANCE

All insurance that may be required shall be included in all bid response quotations. LodiUSD is not exempt from California State sales and use taxes. LodiUSD is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.

ERROR IN PROPOSAL

Any claim by Vendor of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any Vendor may withdraw his proposal at any time between the hour of proposal submittal and the hour of proposal opening and, having done so, no Vendor will be permitted to resubmit a proposal.

WITHDRAWAL OF PROPOSAL

Any Vendor may withdraw their proposal by written request, or by email prior to the scheduled closing time for receipt of proposals. All proposals received by LodiUSD shall remain subject to the acceptance for a period of ninety (90) calendar days after the date of the proposal opening.

EVIDENCE OF RESPONSIBILITY

Upon the request of LodiUSD, a Vendor whose proposal is under consideration for the award of the Contract shall submit promptly to LodiUSD satisfactory evidence showing the Vendor's financial resources, their experience and organization available for the performance of the contract.

ACCEPTANCE OR REJECTION OF PROPOSALS

The Board of Trustees reserves the right to reject any and all proposal, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.

THE CONTRACT

The Vendor to whom the award is made shall be required to enter into a written contract with LodiUSD. These bid specifications and the Vendor's proposal will be attached to, and become a part of, the final contract documents.

PREVAILING LAW

In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.

The Vendor shall comply with the applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing wage rates for public works projects of more than One Thousand Dollars (\$1,000). Copies of the prevailing wage rate of per diem wages are available from the District's Purchasing Department.

The Vendor and each subcontractor must be registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5.

The Services are subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Vendor and each subcontractor must submit the records specified in Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3). 00039939.1 3

The Vendor must post a notice on the Work site that contains the language required by 8 Cal. Code. Reg. Section 16451(d) in accordance with Labor Code section 1771.4(a)(2).

The Vendor is required to secure payment of compensation to his/her employees in accordance with the provisions of California Labor Code section 3700.

BRANDS

When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Vendor may submit a bid to furnish an item other than that named, but the item offered by the Vendor must state in the Bid Form the brand with its number, if any, which they will furnish. LodiUSD shall be the sole judge of whether an offered item is the equal of the named item. If the Vendor fails to write in the brand and number of the item to be furnished, it is understood the Vendor will furnish the item named by LodiUSD as the standard of quality and utility.

SAMPLES

Where the Vendor quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered.

The sample submitted shall be the exact item the Vendor proposes to furnish. Samples of items, when requested, must be furnished free of expense to LodiUSD.

FEDERAL OR STATE REGULATIONS

The Vendor's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.

ASSIGNMENT PROHIBITED No contract awarded under this proposal shall be assigned without the approval of the Lodi Unified School District Board. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.

PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS

The Vendor shall save, keep, bear harmless, and fully indemnify LodiUSD and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by LodiUSD, or by any of its officers or agents of items to be supplied by the Vendor.

INSPECTION OF ITEMS FURNISHED

All items furnished shall be subject to inspection and rejection by LodiUSD for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.

INABILITY TO PERFORM

In the event that Vendor is prevented from making delivery or otherwise performing on-time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Vendor, the Vendor shall not be required to deliver or perform, subject to the following requirements:

The Vendor shall send written notice to LodiUSD of the Vendor's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Vendor shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by LodiUSD or no later than the date specified in the contract for delivery or other performance, whichever is applicable.

- a. LodiUSD may cancel the contract or purchase order, entirely or in part.
- b. The Vendor shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by LodiUSD of a new purchase order or other written instruction.

WARRANTY-PRODUCT

Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify LodiUSD and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

EQUAL OPPORTUNITY EMPLOYMENT

Vendor, in submitting their proposal certifies that they are an Equal Opportunity Employer, and certifies that they are in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965. Vendor must adhere to applicable Prevailing Wage laws and regulations. Details can be found at: <http://www.dir.ca.gov/OPRL/pwd/>.

AMENDMENT OF RFP

The District reserves the right to amend this RFP at any time. Amendments will be done formally by providing a written amendment to all potential Vendors known to have received a copy of the RFP. The District shall determine in its sole and absolute discretion if the amendment will require additional time required for a Vendor to prepare a proposal. If so, the District will change the due date deadline and notify all known potential Vendors in writing of the revised deadline due date. All amendments and question responses will be posted on the District web site at: www.lodiUSD.net/rfps.

APPENDIX A
to
REQUEST FOR PROPOSALS
for
LODI UNIFIED SCHOOL DISTRICT

Network Equipment Maintenance
(No. **LodiUSD-202086**)

SCOPE AND SPECIFICATIONS

A. SERVICES

The Lodi Unified School District ('LodiUSD' or "District") is seeking proposals from qualified Vendors interested in submitting a bid to provide an Extreme Networks Support Contract or equivalent that includes phone, software, and hardware support directly from Extreme Networks' GTAC (Global Technical Assistance Center) or equivalent.

The Vendor must provide Lodi Unified School District with a solution that provides:

- 7 x 24 Phone support on Extreme switches (ERS4800, ERS4900, ERS7200, & ERS8600 series).
- Software support/upgrades on Extreme switches (ERS4800, ERS4900, ERS7200, & ERS8600 series).
- Next business day hardware replacement on Extreme switches (ERS4800, ERS4900, ERS7200, & ERS8600 series).
- Lodi Unified School District anticipates the term for this service will be a multi-year contract, totaling 5 years of support (but paid annually over 5 years).

B. SCOPE AND SPECIFICATIONS

All vendors must respond to each and every feature and identify whether they comply or do not comply and identify any and all exceptions. Format of the proposals must follow the format provided below. Incomplete submissions may be subject to disqualification.

C. CONTRACT REQUIREMENTS

The District intends to use the Service Provider's supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider's supplied Service Agreement must include all the provisions mentioned in this RFP for the Service Provider's proposal to be considered responsive.

D. SERVICES & Equipment Coverage

Maintenance and Support Quantities/Codes:

| | Quantity | | | | | | |
|----|----------|------|------|------|------|--|--|
| | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Extreme Support Code | Description |
| 1 | 135 | 145 | 150 | 155 | 160 | 97004-H34070 (ERS4950-PWR) or equivalent | EW NBD AHR H34070 or equivalent |
| 2 | 157 | 167 | 172 | 177 | 182 | 97004-H34068 (ERS4950) or equivalent | EW NBD AHR H34068 or equivalent |
| 3 | 135 | 145 | 150 | 155 | 160 | 97000-H34070 (ERS4950-PWR) or equivalent | EW TAC & OS H34070 or equivalent |
| 4 | 157 | 167 | 172 | 177 | 182 | 97000-H34068 (ERS4950) or equivalent | EW TAC & OS H34068 or equivalent |
| 5 | 15 | 15 | 15 | 15 | 15 | 97304-H34052 (ERS4850-PWR) or equivalent | EW Edu NBD PartOnly H34052 or equivalent |
| 6 | 64 | 64 | 64 | 64 | 64 | 97304-H34054 (ERS4826-PWR) or equivalent | EW Edu NBD PartOnly H34054 or equivalent |
| 7 | 144 | 144 | 144 | 144 | 144 | 97304-H34048 (ERS4850) or equivalent | EW Edu NBD PartOnly H34048 or equivalent |
| 8 | 15 | 15 | 15 | 15 | 15 | 97000-H34052 (ERS4850-PWR) or equivalent | EW TAC & OS H34052 or equivalent |
| 9 | 64 | 64 | 64 | 64 | 64 | 97000-H34054 (ERS4826-PWR) or equivalent | EW TAC & OS H34054 or equivalent |
| 10 | 144 | 144 | 144 | 144 | 144 | 97000-H34048 (ERS4850) or equivalent | EW TAC & OS H34048 or equivalent |
| 11 | 6 | 6 | 6 | 6 | 6 | 97304-H34068 (ERS4950) or equivalent | EW Edu NBD PartOnly H34068 or equivalent |
| 12 | 7 | 7 | 7 | 7 | 7 | 97304-H34070 (ERS4950-PWR) or equivalent | EW Edu NBD PartOnly H34070 or equivalent |
| 13 | 52 | 53 | 53 | 53 | 53 | 97000-H34078 (VSP7254) or equivalent | EW TAC & OS H34078 or equivalent |
| 14 | 1 | 1 | 1 | 1 | 1 | 97004-H34078 (VSP7254) or equivalent | EW NBD AHR H34078 or equivalent |
| 15 | 51 | 52 | 52 | 52 | 52 | 97304-H34078 (VSP7254) or equivalent | EW Edu NBD PartOnly H34078 or equivalent |
| 16 | 2 | 2 | 2 | 2 | 2 | 97000-H31337 (VSP8600) or equivalent | EW TAC & OS H31337 or equivalent |
| 17 | 3 | 4 | 4 | 4 | 4 | 97000-H31343 (VSP8600) or equivalent | EW TAC & OS H31343 or equivalent |
| 18 | 9 | 10 | 10 | 10 | 11 | 97000-H31344 (VSP8600) or equivalent | EW TAC & OS H31344 or equivalent |
| 19 | 2 | 2 | 2 | 2 | 2 | 97304-H31337 (VSP8600) or equivalent | EW Edu NBD PartOnly H31337 or equivalent |
| 20 | 3 | 4 | 4 | 4 | 4 | 97304-H31343 (VSP8600) or equivalent | EW Edu NBD PartOnly H31343 or equivalent |
| 21 | 9 | 10 | 10 | 10 | 11 | 97304-H31344 (VSP8600) or equivalent | EW Edu NBD PartOnly H31344 or equivalent |

E. SCHEDULE FOR IMPLEMENTATION TIMELINE

Lodi Unified School District requires the Vendor to submit a proposed Schedule for Implementation Timeline with any proposal response(s). The timeline should include:

- a. The resources to be dedicated to the project,
- b. All costs associated with the project,
- c. Detailed timeline of actions with a completion target date for the Vendor and for the Lodi USD TS project team,
- d. Outline the expectations the Vendor team would have of Lodi USD and the information or task
- e. Lodi USD is to provide Vendor and the date any information or task would be required,
- f. Training should be provided to the District technology staff as scheduled by the District,
- g. Planning, design, conversion, and development should begin on as directed by the District, and Implementation will be at the location(s) set forth above. Implementation schedule calls for all sites to be completed by **July 1, 2020**. Vendor must have appropriate resources to do this in the time specified and can adjust implementation timeline according to needs of the District.

APPENDIX B
to
REQUEST FOR PROPOSALS
for
LODI UNIFIED SCHOOL DISTRICT

Network Equipment Maintenance Contract
(No. **No. LodiUSD-202086**)

COST BREAKDOWN AND LABELING OF PROPOSALS

A. SEPARATE COST BREAKDOWN

Each Vendor must identify and separate any costs that are associated with discount entities and services as identified in the scope of work herein. Original cost must also be present.

B. REQUIRED INFORMATION

Each proposal shall provide the following information in the order listed below:

1. COVER LETTER – Stating:

- a. The validity of the Vendor and irrevocable proposal/offer being valid for ninety (90) days after RFP closing date;
- b. That work will be completed on or before the District's required completion date (if work is to be completed prior to District's requirement, it must state so in the letter); and
- c. Other appropriate items.

The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Vendor, and reference this RFP and accept its terms and conditions or clearly and conspicuously indicate any exceptions.

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- 3. DESCRIPTION OF VENDOR** - This section should provide a brief description of the Vendor and statement of interest and qualifications for providing the requested services, include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the District. The Vendor should list and describe the Vendor's professional relationships involving the District for the last five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to perform the proposed service.

- 4. PERSONNEL** – Vendor will provide resume(s) or profiles of the individual(s) who will be assigned to provide the requested services, including their qualifications and recent related experience providing similar projects and/or services. The Vendor should state the size of the Vendor and the number/nature of the staff to be employed in this engagement on a full-time and on a part-time basis. An affirmative statement should be included that the Vendor and all assigned key professional staff are currently and properly trained, certified or licensed to appropriately perform the services.

- 5. CAPACITY & METHODOLOGY** - This section should address the ability of the Vendor to undertake and accomplish the required scope of work for which it is requesting consideration and demonstrate the qualifications, competence and capacity of the Vendor.

Any individual Vendor submitting a proposal must be able to provide evidence that the individual or Vendor and its personnel carrying out the responsibilities have expertise and experiences in all areas identified in this RFP.

Before awarding any contract, the District reserves the right to require the Vendor to submit additional evidence of qualifications, as it may deem appropriate. This evidence may concern financial, technical, and other qualifications as well as relevant experience and skills of the Vendor.

6. PAST PERFORMANCE – Vendor will provide descriptions of past performances of similar service and related experience (K-12). In addition, the Vendor shall provide information on the circumstances and status of any disciplinary action taken or pending against the Vendor during the past three (3) years with state regulatory bodies or professional organizations. The Vendor will list the most relevant and significant engagements performed in the last five (5) years that are similar to the size of engagement described in this request for proposal. These engagements should be ranked on the basis of project size. The Vendor will indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. CUSTOMER SERVICE TO LODIUSD COMMITMENT – Describe how the Vendor will provide service and fulfill the requirements and expectations of the District. Provide a description of how services will be performed by Vendor. Vendors are encouraged to provide additional information or description of resources the Vendor feels is pertinent to the RFP. This section should include letters of reference or testimonials. Ongoing commitment to providing outstanding customer service, professional development/education of staff and the number and type of employees must be indicated.

8. Pricing Summary

- a. A completed Pricing Summary Schedule is required.
- b. Provide a summary of all cost elements in the format provided.
- c. A completed Tax Schedule is required.
 - i. Vendor must include a tax estimate on all taxable items proposed in the turnkey system.
 - ii. Taxes must include all local (City/County), State and any regional transportation tax if applicable.
- d. A completed Surcharge and Fee Schedule is required.
- e. Pricing, Tax, Surcharge and Fee Schedule summary is referred to as ATTACHMENT 1
- f. Pricing should be identified by site location. The district may award all sites to one vendor or between multiple vendors.
- g. Responses should be a minimum contract length of 3 years, with 2 1-year optional extensions, for a possible total contract length of 5 years.
- h. Vendors shall identify which are E-Rate Eligible and E-Rate Ineligible charges.

9. Vendor Proposal/Offer Form

- a. A completed Vendor Proposal/Offer Form is required.
- b. Vendor Proposal/Offer Form which is referred to as ATTACHMENT 2

10. Non-Collusion Declaration Form

- a. A completed Non-Collusion Declaration Form is required. Non-Collusion Declaration Form which is referred to as ATTACHMENT 3

ATTACHMENT 1 – PRICING SUMMARY

| ONE-TIME SERVICE FEE SCHEDULE | | Amount |
|-------------------------------------|--|--------|
| | | |
| | | |
| | | |
| RECURRING SERVICE FEE SCHEDULE | | Amount |
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| TAXES, SURCHARGES AND FEES SCHEDULE | | Amount |
| State Taxes and Surcharges: | | |
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| City Taxes and Surcharges: | | |
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| Vendor Specific Surcharges: | | |
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| Regulatory Fees | | |
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| Sub Total | | |
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| | | |
| Total | | |

ATTACHMENT 2

VENDOR PROPOSAL/OFFER FORM

LODI UNIFIED SCHOOL DISTRICT
1305 E. Vine Street, Lodi, Ca 95240

Extreme Networks Support Contract

(No. LodiUSD-202086)

Vendor Name: _____

Vendor Address: _____

Phone: _____ Fax: _____

Contractor License Number: _____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting proposal.
Examples to be used under "Title of person signing proposal" (below):

1. An individual using a Vendor name, sign: "John Doe doing business as Blank Company"
2. An individual doing business under his own name, sign: your name only.
A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Company, by John Doe, co-partner"
3. A corporation, sign: "Blank Company, by John Doe, secretary" (or other title)

TYPE OF BUSINESS:

- ☐ Corporation
- ☐ Co-Partnership
- ☐ Individual Using Own Name
- ☐ Individual Using Vendor Name
- ☐ Minority or Female Owned

Signature of Vendor

Title of Person Signing Proposal

Signature of Vendor

Title of Person Signing Proposal

Date

ATTACHMENT 3

NON-COLLUSION DECLARATION TO BE EXECUTED BY VENDOR AND SUBMITTED WITH BID/PROPOSAL

The undersigned declares:

I am _____
(Insert "sole Owner", "Partner", "President", "Secretary", or other proper title)

of _____
(Insert name of Vendor)

The party making the foregoing bid/proposal submitted herewith to Lodi Unified School District declares:
That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said Vendor has not, directly or indirectly by agreement, had communication or conference with anyone, attempted to induce action prejudicial to the interest of LodiUSD, or of any other Vendor or anyone else interested in the proposed contract;

and further

That prior to the public opening and reading of bids/proposals, said Vendor:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said Vendor or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his or her bid/proposal;
- c. Did not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the bid/proposal price of said Vendor or of anyone else, or to raise or fix any overhead, profit, or cost element of the bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his or her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent, or to any individual or group of individuals thereof to effectuate a collusive or sham bid, except LodiUSD, and has not paid, and will not pay, any person or entity for such purpose or to any person or persons who have a partnership or other financial interest with said Vendor in his or her business.

Any person executing this declaration on behalf of a Vendor 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 Vendor.

I certify under penalty of perjury of the laws of the State of California that the above information is correct.

By: _____ Title: _____ Date: _____
Position of the person taking affidavit shall be certified according to law.

By: _____ Title: _____ Date: _____
Position of the person taking affidavit shall be certified according to law