



Chico Unified School District

Technology Services Division

1163 E. 7th Street, Chico, CA 95928

Telephone (530) 891-3000; FAX (530) 891-3220

Kelly Staley, Superintendent

Jason Gregg, Director, Technology

**TELECOMMUNICATIONS SERVICE
Fiber Optic Ethernet Service**

RFP # 14-121

E-Rate Year 17 (2014-2015)

**Request for Proposals Issued:
January 21, 2014**

**Deadline for Submittal of Proposals:
February 21, 2014**

Before 2:00 pm

Attention: Technology Department

**CHICO UNIFIED SCHOOL DISTRICT
TECHNOLOGY DEPARTMENT
1163 E. 7th Street
Chico, CA 95928**

SUMMARY

The Chico Unified School District is soliciting quotes for **TELECOMMUNICATIONS SERVICE** for multi-year contracts for **Fiber Optic Ethernet Transport Services- E-Rate eligible Service**: Chico Unified School District is soliciting qualified contractors to submit an installation and ongoing service bid for a fiber optic Ethernet Transport Service. All equipment included in this option will be owned and maintained by the awarded service provider with no option for transfer of ownership to the lessee.

Requirements:

- 1) **BID FORM:** You must complete the Bid Form for this RFP – Appendix C - RFP 14- 121 is the BID FORM. The Bid Forms includes proposed Ethernet service.
- 2) All plans proposed should include detailed billing.
- 3) District Office and Bidwell Junior connections must be able to:
 - a. Support the consolidated of remote site services without over subscription (e.g. 21 remote sites at 100 Mbps or better connecting to one or more 1 Gbps or better line at District Office and Bidwell Junior).
 - b. Support IEEE 802.1Q VLAN Tagging which meets District VLAN tagging needs.
- 4) Referencing Appendix B (Appendix C is the Bid Form), bid will include:
 - a. Costs for Ethernet Services Installation
 - b. Costs for Curb to MPOE
 - c. Costs for without amortization of installation costs
 - d. Costs if installation is amortized into the overall costs
 - e. Line 1 – District Office – will have consolidation line of 1000 mbps consolidating all site lines into this one.
- 5) All sites listed must have the option to downgrade bandwidth as needed during the term of the contract.
- 6) Two-year (24 Month) contract with option to extend for years 3, 4 and 5.
- 7) Unless otherwise agreed upon, the contract start date will be July 01, 2014.

The intent of this document is to define specifications for Telecommunications Services for the Chico Unified School District. See Appendix A for list of school sites. See Appendix B data services for a list of existing and requested services to be bid. See Appendix C – Bid Form.

IN ADDITION to the BID FORM, Please provide the following information:

1. Length of time business has provided this type of equipment/service.
2. Three reference sites using equipment and service provided by you. The reference

*Chico Unified School District
Deliver By 2:00 am February 21, 2014*

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*Request for Proposal # 14-121
Fiber Optic Ethernet Services*

from a school district or county office of education is preferred. Use the following format:

- a. Name of organization
 - b. Job Location
 - c. Contact name and telephone number
 - d. Date of contract
 - e. Project Description
 - f. Equipment Installed or Provided
3. Indicate any options available separately.
 4. Show applicable discounts separately.
 5. Manufacturer's warranty information for equipment.
 6. Your Service Level Agreement (SLA) for your proposal, if applicable.
 7. Indicate how charges will be incurred as services are implemented, if applicable.
 8. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
 9. A delivery timeline proposal starting **July 1, 2014** at the earliest.

SPECIAL CONDITIONS:

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the Chico Unified School District and documented with new price sheet sent to Chico Unified School District Technology Department.
2. All equipment/services costs must be new and included and identified separately.
3. All equipment and material must be new. Used, refurbished or repurposed equipment or material is not acceptable.
4. Any prospective bidder, who contacts any School District Board Member during the RFP process, will be disqualified from consideration for the RFP award.
5. The Board of Education reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.
6. This RFP will be posted to the Chico Unified School District website (<http://www.chicousd.org/erate>). Any additions or corrections will be addressed in the form of addenda posted to the same location on the website.
7. All questions regarding this RFP should be directed to the TECHNOLOGY DEPARTMENT, cusderate@chicousd.org, with the subject of "**ERATE RFP # 14-121 question**".
8. The Deadline for questions will be **2/4/2014 before 5:00pm**.
9. Responses to all questions will be made by **2/10/2014** and will be posted on the district website.
10. It is the responsibility of the prospective bidder to check the website for updates or addenda.
11. You must provide one original and two copies of your proposal (**three total**).
12. You must also provide one digital copy (USB flash drive) of your proposal.

Notes:

1. Manufacturer must warrant all parts and equipment.
2. This RFP is subject to E-Rate and District funding availability.
3. Signed and Sealed Proposals **MUST** be received in the Chico Unified District **TECHNOLOGY DEPARTMENT, 1163 E. 7th. Street, Chico, CA 95928** by **2:00pm, 02/21/2014.**

VENDOR REQUIREMENTS

The vendor must meet or exceed minimum qualification requirements.

All submitted proposals must provide at a minimum, all requested information in the proposal document. **Any portion not included could be cause for elimination from the quote process.** The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the RFP.

All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.

PROPOSAL EVALUATION

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the district's Technology needs.

Evaluation Criteria

- Costs, including unit prices, labor rates, travel/trip charges, etc.
- Extent to which specifications are met if equivalent equipment is proposed
- Extent of experience with the district
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities
- Quote preparation, thoroughness, and responsiveness to the RFP requirement

RFP SCHEDULE

Solicit RFP/Bids	January 21, 2014
RFP/BID question deadline	5:00 p.m., February 4, 2014
RFP/BID question response	5:00 p.m., February 10, 2014
RFP/Bid closing	2:00 p.m., February 21, 2014
RFP/Bid opening	Date of closing
RFP/Bid Selection	Before 471 filing date (approx. 03/26/2014)
Purchase Orders	Contingent on E-RATE Award and District
Funding	

GENERAL CONDITIONS & INFORMATION TO BIDDERS

1. Proposals: Each proposal shall be submitted on forms supplied by the Chico Unified School District. Each proposal shall conform and be responsive to Chico Unified School District specifications. Bidder 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. Deadline for Receipt of Proposal: One signed original, two hard copies and one digital copy of the proposal must be submitted in sealed envelopes and should be properly identified with the proposal number and **Proposals must arrive in the TECHNOLOGY DEPARTMENT, 1163 E. 7th. Street, Chico, CA 95928 before 2:00pm, February 21, 2014, local time.** Telephone, telegraphic facsimile, emailed, and late proposals will not be accepted or considered.
3. Proposal Submission Requirement: Proposals shall be submitted to the address above and labeled as follows:

RFP 14-121 – Fiber Optic Ethernet Services

It is the sole responsibility of the bidder so see that his proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.

4. Typewritten/Written in Ink: All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
5. Erasures: The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
6. Quote Separately: Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
7. All Costs Included: All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of the District's own existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirement.
8. Taxes and Insurance: All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.

9. Signature: The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
10. Modifications/Changes: Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals, or any modifications of the proposal 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 to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered. For any change which affects the period of performance, payments, or any term or condition included in this contract or agreement, a negotiated amendment to the resultant contract or agreement shall be prepared and executed by the District and the Bidder's originally executing authorized official, or replacement.
11. Examination of Contract Documents: Bidders shall thoroughly examine and be familiar with the Drawing and Specifications. The failure or omission of any bidder 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 bidder 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.
12. Error in Proposal: Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his proposal at any time before the time at which proposals are due and the Request for Proposals is closed and, having done so, no bidder will be permitted to resubmit a proposal.
13. Withdrawal of Proposal: Any bidder may withdraw his proposal either personally, by written request, or by telegraphic request confirmed in the manner specified in Section 12 above prior to the scheduled closing time for receipt of proposals. All proposals received by the District shall remain subject to the acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
14. Award of Contract Limitation: No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
15. Evidence of Responsibility: Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
16. Acceptance or Rejection of Proposals: The Board of Education 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.
17. The Contract: The bidder to whom the award is made shall be required to enter into a written contract with the District. These bid specifications and the bidder's proposal will be attached to, and become a part of, the final contract documents.
 18. Prevailing Law: In the event of any conflict or ambiguity between a) Bid Instructions, Scope of Work & Requirements, General Conditions, Agreement, or any other document forming a part of this Invitation for Bid, and b) State or Federal Laws or Regulations, the latter shall prevail. Additionally, all items to be supplied or services to be performed under the bid shall conform to all applicable requirements of local, state and federal law.
 19. 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 Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the BID FORM the brand with its number, if any, which they will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.
 20. Samples: Where the Bidder 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 Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
 21. Federal or State Regulations: The Bidder'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.
 22. Assignment Prohibited: No contract awarded under this proposal shall be assigned without the approval of the Board of Education. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.
 23. Patent Rights, Copyrights, and Trademarks: The Bidder shall save, keep, bear harmless, and fully indemnify the District 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 the District, or by any of its officers or agents of items to be supplied by the Bidder.

24. Delivery: All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the Board of Trustees may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.
25. Inspection of Items Furnished: All items furnished shall be subject to inspection and rejection by the District 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.
26. Inability to Perform (Force Majeure): In the event that Bidder 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 Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
- a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder 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 the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. The District may cancel the contract or purchase order, entirely or in part.
 - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
27. Delay Due to Unforeseen Obstacles: All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission not authorized herein, on the part of the successful bidder, or any agent or person employed by said successful bidder, shall be sustained by the successful bidder. The successful bidder shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.

28. Time is of the Essence: If any anticipated or actual delays arise, bidder shall immediately notify District. Regardless of notice, if deliveries are not made at the time agreed upon, District may, at its sole discretion, terminate this Agreement and proceed pursuant to the provisions herein for Default.
29. Default: If the successful bidder refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the successful bidder should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-bidders should violate any of the provisions of any contract resulting from this bid, then the District may serve written notice upon it of its intention to terminate any resultant contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event the successful bidder is found in default, or if the contract is terminated for the successful bidder's failure to perform, the District reserves the right to procure the materials and services from the next lowest responsive and responsible bidder or from other sources during the remaining term of the contract in default. Under this arrangement, the District shall invoice the successful bidder in default the difference between the contract price and the price paid for any material and services procured from alternate sources and all costs associated with the re-solicitation effort.
30. Indemnification: The successful bidder shall maintain, or cause to be maintained, such insurances as will protect it and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect it and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this resultant contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. The successful bidder agrees to save harmless and to indemnify the District from every claim or demand, which may be made by reason of:
- a. Any injury to person or property sustained by the successful bidder or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
 - b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the successful bidder or any other person, firm or corporation directly, or indirectly employed by it upon or in connection with its work, whether the said injury or damage occurs upon or adjacent to the

work; the Bidder at its own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

- c. Successful bidder shall defend, indemnify, protect and hold harmless Chico Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Bidder's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting bidder from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.
31. Governing Law and Venue : In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.
32. Warranty-Product: Seller warrants that all articles furnished are new unused and are 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 the District 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.
33. Equal Opportunity Employment: Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is 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.
34. Contact with Board of Education: No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.
35. Arbitration: All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

36. Bid Protest: Any bid protest by any Bidder must be submitted in writing to the District before **5:00 p.m.** of the **third (3rd)** business day following bid opening.
- a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
 - h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.
37. E-Rate Participation: The District is participating in the Federal Universal Service Discount program for schools and libraries (E-Rate), offered by the Federal Communications Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract negotiated implementing this proposal, are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.
38. SPIN: Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN).

Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Corporation can be reached online at: www.usac.org/sl.

39. RIGHT TO TERMINATE: District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.

APPENDIX A

Chico Unified School District Sites			
District Site Names	Address	City	Zip
Chico USD District Office	1163 E 7 th Street	Chico	95928
Chico USD Corporation Yard	2455 Chico USD District	Chico	95928
High School Name	Address	City	Zip
Chico High School	901 The Esplanade	Chico	95926
Pleasant Valley HS	1475 East Ave.	Chico	95926
AFC/CAL/Fair View HS	290 East Ave.	Chico	95926
Middle School Name	Address	City	Zip
Bidwell Junior HS	2376 North Ave.	Chico	95926
Chico Junior HS	280 Memorial Way	Chico	95926
Marsh Junior HS	2253 Humboldt Rd.	Chico	95928
Chapman Elementary	1071 East 16th St.	Chico	95928
Primary School Name	Address	City	Zip
Citrus Elementary	1350 Citrus Ave.	Chico	95926
Emma Wilson Elementary	1530 W. 8th Ave.	Chico	95926
Hooker Oak Elementary	1238 Arbutus Ave.	Chico	95926
McManus Elementary	988 East Ave.	Chico	95926
Little Chico Creek Elem	2090 Amanda Way	Chico	95926
Marigold Elementary	2446 Marigold Ave.	Chico	95926
Neal Dow Elementary	1420 Neal Dow Ave.	Chico	95926
Parkview Elementary	1440 E. 8th St.	Chico	95928
Rosedale Elementary	100 Oak St.	Chico	95928
Shasta Elementary	169 Leora Court	Chico	95973
Sierra View Elementary	1598 Hooker Oak Ave.	Chico	95926
Alternative School Name	Address	City	Zip
Loma Vista Elementary	2404 Marigold Ave.	Chico	95973
Inspire Charter School	901 The Esplanade	Chico	95926

Any other location within the Greater Chico area designated by the District.

Chico Unified School District
APPENDIX B
DATA SERVICES
PROPOSED SERVICES
This is NOT an
order

	Site	Service Requested
1	District Office	1000 mbps or better
2	Corporation Yard	1000 mbps or better
High School Name		
3	Chico High School	1000 mbps or better
4	Pleasant Valley HS	1000 mbps or better
5	Fair View HS	1000 mbps or better
Middle School Name		
6	Bidwell Junior HS (Disaster Recovery (DR) Site)	1000 mbps or better
7	Chico Junior HS	100 mbps or better
8	Marsh Junior HS	100 mbps or better
Primary School Name		
9	Chapman Elementary	100 mbps or better
10	Citrus Elementary	100 mbps or better
11	Emma Wilson Elementary	100 mbps or better
12	Hooker Oak Elementary	100 mbps or better
13	McManus Elementary	100 mbps or better
14	Little Chico Creek Elem	100 mbps or better
15	Marigold Elementary	100 mbps or better
16	Neal Dow Elementary	100 mbps or better
17	Parkview Elementary	100 mbps or better
18	Rosedale Elementary	100 mbps or better
19	Shasta Elementary	100 mbps or better
20	Sierra View Elementary	100 mbps or better
Alternative School Name		
21	Loma Vista Elementary	100 mbps or better
22	Inspire Charter School	100 mbps or better

*New as needed to meet consolidation requirements.

**Chico Unified School District
APPENDIX C BID FORM
ETHERNET SERVICE (RFP 14-121) FISCAL YEAR 2014-2015**

Vendor Name: _____

**Printed Name & Title of
Person Authorized to Submit Bid:** _____

Vendor SPIN: _____

Vendor Phone: _____

Vendor Signature: _____

Item no.	Sites	Ethernet service (same service requested)	Installation Costs (if any)	Curb to MPOE Costs (if any)	Monthly Recurring Costs (MRC) no Amortization	MRC with Amortization of installation costs included
1	District Office	1000 mbps				
2	Corporation Yard	100 mbps				
3	Chico High School	1000 mbps				
4	Pleasant Valley HS	1000 mbps				
5	Fair View HS	100 mbps				
6	Bidwell Junior HS (DR Site)	1000 mbps				
7	Chico Junior HS	100 mbps				
8	Marsh Junior HS	100 mbps				
9	Chapman Elementary	100 mbps				
9	Citrus Elementary	100 mbps				
10	Emma Wilson Elementary	100 mbps				
11	Hooker Oak Elementary	100 mbps				
12	McManus Elementary	100 mbps				
13	Little Chico Creek Elem	100 mbps				
14	Marigold Elementary	100 mbps				
15	Neal Dow Elementary	100 mbps				
16	Parkview Elementary	100 mbps				
17	Rosedale Elementary	100 mbps				
18	Shasta Elementary	100 mbps				
19	Sierra View Elementary	100 mbps				
20	Loma Vista Elementary	100 mbps				
21	Inspire Charter School	100 mbps				

**BIDS DUE: February 21, 2014
Before 2:00pm
Chico Unified School District
Technology Services**



Administrative Offices 1163 E. Seventh Street Chico, CA 95928-5999
phone: (530) 891-3000 • fax: (530) 891-3220 • www.ChicoUSD.org

Letter of Agreement Chico Unified School District and

(Name of Company)

Pursuant to the terms of Chico Unified School District’s RFP # 14-121 for Fiber Optic Ethernet Service (Name of Company) _____’s response to RFP # 14-121 dated (mm/dd/yyyy) _____, (Name of Company) _____ will provide the equipment and services per RFP # 14-121 effective the date of issuance of Chico Unified School District Purchase Order(s).

(Name of Company) _____ and Chico Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Chico Unified School District for E-Rate Year 2014 (Year 17), and Chico Unified School District Board of Education approval.

The Chico Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder prior to termination.

Chico Unified School District

(Name of Company)

Authorized Representative Signature
Date: _____

Authorized Representative Signature
Date: _____

Name: Kelly Staley
Title: Superintendent
Address: 1163 East Seventh Street
Chico, CA 95928-5999
Email: KStaley@chicousd.org
Phone: (530) 891-1300

Name: _____
Title: _____
Address: _____
Email: _____
Phone: _____

**VENDOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

**REQUEST FOR PROPOSAL # 14-121 ERATE FY 2014 (YR17)
CHICO UNIFIED SCHOOL DISTRICT**

Fiber Optic Ethernet Service

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 of 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 section 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 that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature _____

Date _____

Name _____

Title _____

Company _____

(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.)

NONCOLLUSION AFFIDAVIT

**REQUEST FOR PROPOSAL # 14-121 –ERATE FY 2014 (YR17)
CHICO UNIFIED SCHOOL DISTRICT**

Fiber Optic Ethernet Service

State of California)
)ss.
County of)

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

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

Executed this _____ day of _____, 20____ at _____ California.

Date: _____

 Signature of Bidder

E-rate Service Provider Contact Information – FY 2014 (Year 17)

Vendor must provide the following information:

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and Chico Unified School District.

Name: _____

Title _____

:

Company: _____

Address: _____

City, State, Zip code: _____

Phone: _____

Fax: _____

Email: _____

SPIN: _____

Include other important contact info