



Request for Proposal
21-22-238

Internal Connections - Wireless LAN
Hardware Installation and Configuration

October 25, 2021

National School District
1500 N Avenue
National City, CA 91950
(619) 336-7735

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**National School District
Request for Proposal 21-22-238
Internal Connections- Wireless LAN Hardware Installation and Configuration**

1 INTRODUCTION

National School District (NSD) has ten school sites, one Preschool Program Center, and one District Office located throughout National City, California. NSD invites interested parties (Vendors) to submit a proposal for [RFP 21-22-238 Internal Connections – Wireless LAN Hardware Installation and Configuration](#). NSD invites interested Vendors to submit a proposal for the sale, set-up, configuration, installation, implementation and basic maintenance services of Wireless Local Area Network Ethernet systems (with a minimum of 802.11n functionality) at ten (10) school campuses and upgrade the existing Wireless LAN network.

Since NSD will apply for funding through the Universal Service Administrative Company (“USAC”), and/or the Schools and Libraries Division (“SLD”), also known as the “E-Rate program,” it will procure all eligible goods and services under the established guidelines of this federal program. Potential Vendors participating in this RFP must familiarize themselves with the terms and conditions of the E-Rate program and regulations, especially as it relates to the acquisition process, including but not limited to the requirements listed in Section 2.2 of this RFP.

NSD invites qualified Vendors to present a proposal for goods and services based on the information outlined in this document.

Please note - There will be a mandatory service provider meeting at NSD District Office on [November 4, 2021 at 1:30 PM](#). The purpose of this meeting is to discuss NSD Technology needs as it relates to this RFP and proceed on any necessary site walks as necessary. RFP responses from Vendors who did not attend the mandatory meeting will be considered non responsive.

NSD reserves the right to reject any or all proposals and to waive any irregularities therein.

2 ADMINISTRATIVE GUIDELINES

2.1 SCHEDULE OF EVENTS

Proposal is due to the specified location listed below no later than [12:00 PM on December 6, 2021](#).

This tentative schedule has been developed to provide National School District sufficient time to make prudent decisions and to ensure timely implementation and cutover of the required systems, applications, goods and services. Any scheduling changes will be negotiated with Vendors.

<u>DATES</u>	<u>EVENT</u>
October 25, 2021	Release of Request for Proposal
November 15, 2021	Mandatory Meeting and Site Walk at NSD Office, 9:00 AM
November 18, 2021	Question Submittal Due Date, 12:00PM
December 6, 2021	Proposal Due Date, 12:00 PM
January 26, 2022	Award of Contract (Tentative Date)

All questions should be submitted to jhansen@nsd.us by the question submittal due date listed above. Questions may also be submitted in writing to:

Jon Hansen
Director of Business Support Services
National School District
1500 N Avenue
National City, CA 91950

By the date and time specified in the schedule above, three (3) hard copies of the RFP response must be sent to:

Jon Hansen
Director of Business Support Services
National School District
1500 N Avenue
National City, CA 91950

Any proposals submitted after the due date and time of day will be deemed non-responsive and will be not be considered in the selection process.

2.2 RFP RESPONSE FORMAT

The Proposal Form sheet (Appendix A), Non-Collusion Affidavit (Appendix B), the DIR Information Form (Appendix C), checklists in Section 3, and all cost sheets in Section 4 must be completed, signed (where applicable), and included with the proposal submittal.

Vendor shall provide a bid bond in the amount of ten (10%) percent of the Total Quote Dollar Amount in Section 4.0.3 or a cashier's check made payable to National School District in the amount of \$2000.00. This requirement is waived if the aforementioned quote amount is less than \$15,000.

Responses to this RFP must be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. Vendor must submit a complete response to this RFP. It is requested that the Vendor follow the numbering sequence exactly in notating responses to specific sections and questions.

Vendors must respond in a clear and professional manner. The Vendor must include a quote summary. All hardware, software and services proposed must be contained in the quote summary. The Vendor may use summary sheets in their own format.

There should be no attachments, enclosures, or exhibits other than those considered by the Vendor to be essential to a complete understanding of the proposal submitted. Each section of the proposal must be clearly identified with the following headings, and in the order specified, as detailed in Part I through Part XI:

Part I DESCRIPTION OF FIRM(S)

Provide a brief description of your firm(s), as well as any other firm(s) joining with your firm(s) to provide services. This description should include a history of the firm(s), number of employees, organizational structure of the firm(s), and a recent financial statement.

List and describe the certifications and manufacturer authorizations requested in this RFP.

Submit, under separate cover, an audited financial statement of the last two years of operation.

Part II EXPERIENCE AND QUALIFICATIONS OF FIRM(S)

Vendor must possess all certifications and licenses from manufacturer to sell and provide service for all existing and new equipment and software included in this RFP.

Provide a brief overview of your technical experience, qualifications, and background in providing and maintaining specified hardware for similarly sized customers. Indicate the prior experience of your firm that you consider relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience.

Subcontractors Requirements

Any Subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by Vendors. State any work proposed to be provided by a Subcontractor, and provide evidence of each Subcontractor's capability and willingness to carry out the work. For each proposed Subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptive information concerning Subcontractor's organization and abilities.

Vendor hereby agrees to bind every Subcontractor by the terms and conditions of this Proposal agreement as far as such terms and conditions are applicable to the Subcontractor's work. If Vendor subcontracts any part of this agreement/contract, Vendor shall be as fully responsible to NSD for acts and omissions of his Subcontractor and of persons either directly or indirectly employed by Vendor. Nothing contained in these contract documents shall create any contractual relation between any Subcontractor and NSD.

Part III PROPOSED METHODOLOGY FOR PROVIDING SERVICES

Describe in technical detail the methodology by which you would provide the required services.

Proposals submitted must also address how the Vendor will ensure that NSD will receive accurate invoicing within 60 days of the term commencement date.

Part IV SERVICE LEVELS PROVIDED

Provide your standard installation time frames, response to problems, and restoration time periods for all services proposed.

**Part V
REFERENCES**

Provide at least six (6) references for which your firm provided services of a similar nature. A minimum of three (3) references should be local to the San Diego region, (excluding National School District as a reference). State your role in this project. Provide the name, title, and phone number of an individual at each reference site whom we can contact for information. Inform your references that we may be contacting them to discuss your performance, if you are among those selected for consideration.

**Part VI
SERVICES**

Provide information and answers to the following questions:

1. Is a designated account executive assigned for implementation coordination, account maintenance, and review of problems? If so specify such in detail.
2. How frequently does the account team review accounts, including invoices?
3. Is 24-hour customer service included? If so, please provide methods of access.
4. Do you have a local office for service?
5. Will NSD's account team be located in San Diego for the duration of the contract?
6. Do you have a single point of contact assigned for assistance, such as adds, changes, or billing questions? Also, Vendors must provide contact information for escalation of unresolved account issues.

Provide all required information listed in Section 3.

**Part VII
COSTS AND PRICING**

One (1) price will be accepted per Vendor per proposed solution, and this quoted price should be your best and most competitive price.

Vendors shall complete all sections, answer all questions and fill in the cost matrixes in Section 4 of the RFP with all applicable rates, fees, taxes, and surcharges. NSD is exempt from federal excise taxes. Also, NSD does not pay late fees. All pricing offered is to be inclusive of all applicable rates, fees, taxes, surcharges, cutover charges, account set up charges, and all service cancellation/termination fees and charges in the event of cancellation/termination of this agreement. Present an overall Quote in Section 4.3.

Also, Vendors shall provide specific reference (i.e., web links) to the relevant price guides that were the basis of the Vendor's proposal.

Vendor shall provide list of Trade-In costs and/or credits for existing NSD owned equipment (where applicable). Supporting hardware, software, training, maintenance, documentation, and other goods and services should also be included.

**Part VIII
BILLING**

It is expected that billing will be provided in both paper and electronic format and will contain itemized detail. All billing/invoicing shall be in accordance with rates quoted herein. NSD shall not be subject to charges not detailed or quoted herein.

Other invoice specifications:

- While this RFP includes service at multiple NSD locations, only a single invoice shall be generated and sent to the primary mailing address for NSD.
- NSD may elect to summarize service by each location. Please state any minimum fees per sub account or location with this format.
- Is a single account representative available for billing assistance? If so specify in detail.
- Vendor shall describe their methodology for resolving billing issues. The Vendor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by NSD, Vendor will provide adjustment of charges within two bill cycles of notification.
- Vendor will make adjustments for all verified errors at any time during the contract, regardless of the timeframe between the original charge and the final resolution.

Upon request by NSD or the E-Rate authorities, the Vendor must provide in a timely manner billing data, component specifications, and other documentation requested in order to comply with E-Rate program rules. If a failure by the Vendor to provide requested E-Rate documentation results in the loss of E-Rate anticipated or approved funding, the Vendor shall compensate NSD an amount no less than the loss.

The successful Vendor shall be responsible for providing NSD the applicable E-Rate discounts in accordance with E-Rate program rules and requirements. NSD retains the right to select which of the two E-Rate reimbursement methods the Vendor will use within the E-Rate program. The methods are the Billed Entity Applicant Reimbursement (BEAR) or Service Provider Invoice (SPI). Although NSD prefers the SPI method (Vendor provides discounts on the bills), there may instances when NSD chooses the BEAR method for a specific E-Rate funding year or contract.

Additionally in this section of the submitted proposal, Vendors are to detail their proposed methodology for providing the E-Rate discounts to NSD.

**Part IX
EVIDENCE OF RESPONSIBILITY**

The Vendor must demonstrate to NSD's satisfaction that both the Vendor and the manufacturer(s) of the proposed systems are financially sound and are likely to remain strongly committed to the data communications field and the San Diego area for the next ten (10) years.

Vendor must submit, with the proposal, a copy of their most recent annual report. If Vendor is not a public corporation or has no annual report available, verifiable financial information of a comparable nature to an annual report must be provided. NSD shall consider such evidence before making its award decision. Failure to submit adequate evidence of Vendor's responsibility to perform may result in rejection of the proposal.

If the Vendor is currently in a state of bankruptcy, it must provide written verification that it will honor the submitted cost proposal after re-organization.

**Part X
E-RATE REQUIREMENTS**

NSD wishes to apply for Federal Universal Service Fund (E-Rate) discount funding for E-Rate eligible goods and services such as those in this RFP. The Vendor must: (a) provide NSD a valid SPIN** (Service Provider Identification Number) as part of the response to this RFP, (b) file its annual SPAC (Service Provider Annual Certification) form, (c) remain in good standing with the E-Rate authorities (FCC, USAC/SLD) throughout the life of any contract awarded as a result of this RFP, (d) notify NSD if the Vendor has any unresolved delinquent debt with the E-Rate authorities that might invoke the 'red light' rule barring Vendor from full participation in the E-Rate program, and (e) the Vendor must identify an E-Rate knowledgeable single point of contact who can serve as NSD's contact with the Vendor in all matters related to E-Rate.

**If the Vendor does not have a SPIN, the Vendor must acquire a SPIN and include it as part of the response to this RFP. Failure to have a SPIN at proposal opening will disqualify the proposal. Instructions for obtaining a SPIN can be found on the USAC web site <http://www.usac.org/si/>. Select 'Service Providers,' then select Step 1. Vendor must determine which goods and services it offers are E-Rate eligible.

In the event NSD is applying for E-Rate discount funding on the products and services in this RFP, the Vendor shall guarantee that the products and services it provides are E-Rate eligible for discounting. Vendors must remain aware of changes in eligibility of E-Rate goods and services related to this RFP and adjust their billing or reporting accordingly. Should the E-Rate authorities determine that one or more product(s) or service(s) is not eligible, the Vendor shall provide to NSD the same E-Rate discount amount as though the product(s) or service(s) were eligible.

Service providers cannot charge E-Rate applicants a price above the LCP for E-Rate services. See 47 CFR Section 54.511(b). LCP is Lowest Corresponding Price and defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-Rate applicant (school, library, or consortium) for similar services.

**Part XI
SUBCONTRACTORS**

Vendors must provide in their Proposals:

- The complete names and addresses and contractor's license numbers of all Subcontractors proposed to be used;
- The type and percentage of work each proposed Subcontractor will be providing;
- Each proposed Subcontractor's qualifications to perform such work;
- A minimum of three (3) customer references (with contact names, contract amounts, and telephone numbers) for similar scope and magnitude of work that each proposed Subcontractor has performed within the past three (3) years;

- A written statement from each proposed Subcontractor verifying their commitment to perform the goods and services indicated to be completed by them;
- Evidence of all proposed Subcontractors' valid City business and California State Vendors licenses.

**Part XIII
SUBMISSION OF SEALED PROPOSALS**

Once the Proposal and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the required surety and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the NSD at the place and to the attention of the person indicated in the Notice Inviting Proposals. No oral or telephonic proposals will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by NSD as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

(Proposer's Name)
For the National School District RFP 21-22-238
Internal Connections – Wireless LAN Hardware Installation and Configuration

2.3 INSTRUCTIONS AND GENERAL INFORMATION

2.3.1 Location of Work

Any necessary work will be performed at the National School District locations listed in Appendix D.

2.3.2 NSD Project Manager

NSD will assign a project manager to become the single point of contact once the contract has been awarded.

2.3.3 Proposal Processing

Proposals will not be publicly opened.

2.3.4 Questions Regarding Quotes/Project Issues

All questions regarding the project shall be put in writing and directed to jhansen@nsd.us or in hard copy to the mailing address provided previously, throughout the RFP process up to the due date listed for inquiries.

2.3.5 Review of Project Work

Before submitting a proposal, the Vendor shall consider the magnitude of work to be done and the difficulties involved in its proper execution. Vendor shall include in any proposal all costs necessary to cover all contingencies essential to the proper installation of any system, equipment/hardware or service proposed.

No claims for compensation will be allowed for extra work resulting from ignorance of any existing condition on the part of the Vendor.

2.3.6 No National School District (NSD) Obligation

Receipt of proposals in response to this RFP does not obligate NSD in any way. The right to accept or reject any proposal shall be exercised solely by NSD. NSD shall retain the right to abandon the RFP process at any time prior to the actual execution of a contract with a Vendor, and NSD shall bear no financial or other responsibility in the event of such abandonment.

2.3.7 Warranty and Service Capabilities

Proposals will not be accepted from Vendors who cannot provide full warranty and service capabilities in the San Diego area for all systems being proposed.

2.3.8 Authorized Signature

An individual authorized to legally bind Vendor must sign quotes.

2.3.9 Proposal Validity Period

The proposal must remain valid until the contract is awarded. Once awarded, the pricing must be available from April 1, 2022 to September 30, 2023.

2.3.10 NSD Not Responsible for Preparation Costs

All costs incurred in the preparation, submission and/or presentation of proposal responding to the RFP, including, but not limited to, the Vendor's travel expenses to attend any pre-proposal conferences, oral presentations, equipment demonstrations, long distance charges, and negotiation sessions, shall be the sole responsibility of the Vendor and will not be reimbursed by NSD. As noted above, NSD shall not pay for any costs incurred for proposal or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

2.3.11 Contract Approval

As noted above, this RFP does not obligate NSD until a contract in a form agreeable to NSD is signed and approved by both parties. If approved, it is effective from the date of approval by NSD. NSD shall not be responsible for work done, even in good faith, prior to approval of a contract by NSD unless NSD and the Vendor execute a Letter of Intent authorizing the work.

2.3.12 Right to Use Ideas

All Proposals (Responses and Quotes) submitted become the property of NSD. NSD reserves the right to use any ideas presented in any response to the RFP, while respecting proprietary information provided by the Vendor. Selection or rejection of the proposal shall not affect this right.

2.3.13 Inclusion of RFP

NSD's Request for Proposal, and the Vendor's response, will be incorporated into the finalized Agreement as Exhibits. Wherever there is variance between the language in Vendor's standard Purchase Agreement and the requirements and commitments stated in NSD's RFP and Vendor's response, those requirements and commitments would take precedence over the Vendor's standard Purchase Agreement. NOTE: See "Conflicts in Terms" clause below for further clarification.

2.3.14 Inclusion of Support Materials

Proposals must be accompanied by brochures, product cut sheets and/or specification sheets providing technical specifications as well as specific descriptions of goods and services and systems referenced in this RFP. If the literature, photographs or drawings differ in any manner from the systems and equipment being proposed, such differences MUST be explained in detail.

2.3.15 Contract Negotiations

Upon preliminary Vendor selection, contract negotiations shall commence. If the selected Vendor fails to provide the necessary information for negotiations in a timely manner, does not negotiate in good faith, or cannot perform the contract for the project, NSD may elect to terminate negotiations, negotiate with another Vendor, or terminate the entire acquisition process.

2.3.16 Evaluation of Proposals

Each proposal response will be reviewed based on the criteria set forth in this RFP. The selection process for the Vendor(s) will include the following evaluation and point assignment/rating criteria:

- **Cost/Pricing (40 points maximum)** - NSD will consider and rate the explanation and detail of rates and fees.
- **Strength of Vendor and References (20 points maximum)** – NSD will consider and rate the financial soundness, stability, qualifications, and depth of knowledge of the Vendor staff. Also, NSD will consider the acceptability of the references presented by the Vendor.
- **Experience and Knowledge (20 points maximum)** - NSD will consider and rate the experience in providing, installing and maintaining specified hardware for customers, knowledge of current state-of-the-art technology, and experience in managing E-Rate projects of similar scope and nature in a regional setting and with large K-12 educational institutions.
- **Methodology (10 points maximum)** - NSD will consider and rate the Vendor's guaranteed response time for onsite service.
- **Service Level (10 points maximum)** - NSD will consider and rate the quality of the Vendor's billing capabilities, account support team, and response time in installation, repair and restoration of service handling and resolution of billing issues/problems.

NSD reserves the right to select, up to, the top three (3) finalists for oral interviews and negotiations based on NSD's analysis and rating of the proposal package. These negotiations will have an additional point rating of up to 15 points. These interviews will be conducted in order to discuss the proposals submitted and to evaluate company expertise, qualifications, operations and services deemed by NSD to be in its best interests. Different rating criteria will be used to evaluate finalists in the interview process. Cost/Pricing will also be the most heavily weighted criteria in this phase as required by E-Rate regulations.

Clarification of Proposal

NSD reserves the right to contact any and all firms submitting proposals for the purpose of clarifying any issues related to the proposal submitted. Each proposal must identify one contact person authorized to interpret the Vendor's proposal. This contact person must be

available to answer questions via telephone between 8:00 AM and 4:00 PM weekdays from [December 7, 2021 to January 12, 2022](#), excluding all applicable holidays during that time frame.

2.3.17 Functionally Equivalent Equipment and/or Services

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or Vendors' names, trade names, catalogue number, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and Vendors which are functionally equivalent will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of NSD, of equal substance and function. Substitute items may be rejected at the discretion of NSD.

Providers who have functionally equivalent solutions to this RFP have the same response deadline as all other respondents, but during the evaluation phase NSD may seek additional information or require demonstrations of compatibility or equivalency.

2.3.18 Performance Bond/Payment Bond

A performance bond in the amount of one hundred percent (100%) of the contract price issued by an admitted Surety approved to conduct business in the State of California approved by NSD in the form set forth in the contract documents will be required for this project. In contracts involving an expenditure in excess of \$25,000.00, the successful Vendor, shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California approved by NSD in the form set forth in the contract documents. A payment bond must be filed for a contract involving an expenditure in excess of \$25,000.00 (Civil Code Section 3247(a) and may be required for contracts involving smaller expenditures at the option of NSD.

2.3.19 Delivery of Bonds, Certificates, etc.

Unless otherwise specified herein, the successful Vendor shall, within fourteen (14) calendar days after notice by NSD, sign and deliver all bonds, other than the bid bond, certificates of insurance, and other required documents. In the event the Vendor to whom an award is made fails or refuses to deliver such documents, NSD may reject the Vendor's proposal and may award the contract to the next responsible Vendor, or may reject all Proposals and call for new Proposals.

2.3.20 Filing of Protests

Vendors may file a "protest" of a Proposal with NSD's Director of Business Support Services. In order for a Vendor's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the RFP due date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific NSD staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, NSD's Director of Business Support Services, or other designated NSD staff member, shall review the basis of the protest and all relevant information. The Director of Business Support Services will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Business Support Services to the Assistant Superintendent of Business Services.

2.3.21 Concurrent Projects

No concurrent projects that would potentially interfere with completion of this project are planned at this time.

2.4 CONTRACT INFORMATION / TERMS AND CONDITIONS

NSD believes terms and conditions presented in this RFP to be reasonable and necessary to protect NSD's best interests. NSD assumes a proposal implicitly agrees to meet all terms and conditions unless the proposal includes specific exceptions, with proposed alternatives. Therefore, NSD expects the selected Vendor to accept them as an integral part of any contract resulting from this RFP. In the event Vendor disagrees with or cannot comply with any provisions listed herein, Vendor must provide a full explanation of their objection to the specific item (identifying it by specific Section number, title and page), and provide alternative verbiage that they deem acceptable.

Vendors recognize that any exceptions taken may result in Proposal disqualification and that the absence of Proposal disqualification does not imply NSD acceptance of any alternative verbiage.

2.4.1 Contract Resulting from the RFP

This contract will be for described and proposed goods and services within this RFP which cover the period between [April 1, 2022, to September 30, 2023](#). USAC cannot be invoiced until after July 1, 2022. The District requests two one-year voluntary extensions and the SPI method for reimbursement.

NSD may enter into five-year subscription term under this RFP.

When E-Rate discount funding is sought for a project, 'Notice to Proceed' may not be issued unless specifically authorized by NSD. In some cases due to costs or budget, Notices to Proceed may be withheld until E-Rate discount funding acceptable to NSD is confirmed from E-Rate sources outside of NSD's control. If E-Rate discount funding is not confirmed or if it is not in the best interest of NSD, NSD reserves the right to determine if the project will continue without E-Rate funding or terminate the contract at no cost and with no penalty to NSD. Alternatively, NSD reserves the right to reduce the scope of work and contract amount if E-Rate discount funding is below the desired funding level.

Confirmation of E-Rate funding normally commences near May of each year, and may occur any time thereafter. In the event E-Rate funding is to be used, E-Rate Category Two project work may not start before April 1 of any year.

The contract should also cover turnkey implementation of all proposed electronics and associated management software implementation (with adds/deletes made under an agreed pricing schedule).

2.4.2 Contract Termination

NSD will reserve the right to terminate any contract signed without penalty, due to non-compliance of any products and or goods and services listed in the contract, of which this request for proposal all marketing materials and the response to the RFP have become a part.

While NSD will provide a 30-day written notice for contract termination, NSD reserves the right to grant the Vendor a grace period of 30 days to resolve noncompliance issues. Application of this and additional grace periods will be granted at the discretion of NSD.

NSD will not waive its future rights of contract termination should they decide to waive their rights due to any 'non-compliance' issue.

If E-Rate discount funding is not confirmed, NSD reserves the right to determine if the project will continue without E-Rate funding or terminate the contract at no cost and with no penalty to NSD.

2.4.3 Term Service Costs

Vendor agrees that costs shall not be increased during the initial term or any renewal thereof for any reason whatsoever, except to the extent such increase is in any underlying prices for identical goods and services. In addition to the foregoing, Vendor agrees that such costs shall be decreased during the initial term or any renewal thereof if the underlying prices for similar goods and services are decreased and such decrease shall be proportionate to the decrease in the underlying prices.

2.4.4 New Technologies

Should NSD move to new technologies in the future, no penalties should apply if the new goods and services are provided by the same Vendor, or if the new goods and services are provided by a new Vendor because the contracted Vendor does not provide the new technology. The volume discount must remain constant for the goods and services originally offered.

2.4.5 Semi-Annual Vendor Service Review

On a periodic basis but not less than semi-annually, Vendor shall describe to NSD any new rate plans and service options, including additional discount plans, that become available and that may be useful to NSD. Vendor shall also provide NSD with written notice and copies of any revisions of the tariffs pursuant to which NSD obtains service.

2.4.6 Right to Competitive Goods and Services from other Providers

NSD shall at all times during the term of this agreement, have the right to obtain similar goods and services from other providers.

2.4.7 RFP and Quote as Part of the Contract

The successful Quote, this RFP (specifications & drawings) and any NSD generated Amendments and Addendums to this RFP shall all become an integral part of any Vendor / NSD contract resulting from this RFP.

2.4.8 Previous Contracts with Vendor

Any agreement reached with Vendor will supersede any existing agreement(s) with Vendor for goods and services covered under the agreement.

2.4.9 Funding of the Contract

A contract or agreement resulting from this RFP is subject to the availability of E-Rate funding appropriations to pay for the goods and services received under the contract.

2.4.10 Warranties

Vendor must warrant that all project components including associated labor referenced in any Agreement resulting from this RFP shall, under normal use and service, be free from defects and faulty workmanship for a minimum of one (1) year from the date of total Service Acceptance ("Warranty Period").

2.4.11 Indemnification

Vendor shall defend (with counsel of NSD's choosing), indemnify and hold NSD, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, consultants and Vendors arising out of or in connection with the performance of the Work or this Contract, including claims made by Subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, with counsel of NSD's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against NSD, its officials, officers, agents, employees and representatives. To the extent of its liability, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against NSD, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Vendor shall reimburse NSD, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

2.4.12 Standards for Equipment and Materials

All purchased equipment and materials shall be new. All purchased equipment and materials shall be the latest models and versions of all hardware/software/firmware as approved by NSD, and shall conform to the highest current applicable industry standards. Defective or damaged equipment and materials shall be replaced or repaired, in a manner which meets the approval of NSD and at no additional cost to NSD.

During the Warranty Period (after Service Acceptance) and during any subsequent Vendor provided maintenance period, Vendor may provide replacement of defective equipment/components with new equipment/components. Such replacement equipment/components shall be of equal or greater performance characteristics, engineering/design levels, and appearance than replaced equipment/components. Integrity of existing warranty must be maintained.

2.4.13 Delivery and Risk of Loss

Vendor and its insurers, shall bear responsibility for all risk of loss or damage to Customer Premise Equipment (CPE) systems and all ancillary equipment until such systems are accepted, except to the extent such damage or loss is directly caused by NSD. NSD shall promptly notify Vendor of any loss or damage and cooperate in the processing of any claims made by Vendor.

2.4.14 Vendor and Business Licenses

Vendor and all Subcontractors are required to hold valid Vendor and business licenses that may be required by the City of National City, County of San Diego, and/or the State of California.

2.4.15 Permits, Ordinances and Regulations

Any and all fees required by Federal, State, County, Municipal, District and any other applicable laws, codes and/or tariffs that pertain to equipment being supplied or work being performed by the Vendor will be paid by the Vendor.

All applicable permits required by law, codes, ordinances, tariffs and/or regulations will be obtained by and paid for by the Vendor, and Vendor shall give all notices that are required in connection therewith.

Vendor shall comply with all applicable licensing requirements, and applicable Federal, State and local laws, regulations, ordinances and codes which are in effect at the time of execution of any contract resulting from this RFP and which place obligations on the Vendor with respect to its performance under any subsequent contractual agreement. No claims for additional payment will be approved for changes required to comply with laws, codes, ordinances, tariffs or regulations in effect on the date of execution of any contracts that result from this RFP.

2.4.16 Work Performance and Standards

Vendor warrants and represents to NSD that the installation of all contracted goods and services shall be completed in a good and workmanlike manner and in accordance with the highest standards of the industry.

2.4.17 Vendor Project Management

Vendor warrants that all contracted work shall be managed, to NSD's satisfaction, by a qualified and designated Vendor project manager, who shall: a) attend all scheduled project status meetings (including responsibility for generating and distributing meeting minutes); b) be available to NSD at all reasonable times; c) be responsive to NSD's questions, problems and/or concerns; d) be on-site at scheduled times to inspect work progress; and, e) be on-site during critical phases of work, including proposed goods and services systems testing, cutover and first day in service.

The designated Vendor project manager for this project, whose name and phone numbers (office, cellular, home and pager) shall be provided to NSD prior to initiation of any on-site work under any contractual Agreement, shall: a) be Vendor's single-point-of-contact to NSD; b) have overall responsibility for all contracted work until total project Acceptance; and, c) have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes.

Vendor's project manager, or appropriate Vendor designee, shall be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.

2.4.18 Liaison and Coordination

Vendor agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner, with the local telephone company, other Service Providers (SP's), the General and its Subcontractors, and other involved Vendors and systems Vendors on behalf of NSD during the entire implementation period.

2.4.19 Premium and Overtime

It is anticipated that a majority of the work contemplated by this RFP will occur during normal business hours. However, Vendor shall be responsible for any required premium time and/or overtime work at no charge beyond the Price provided in Vendor's proposal if such work is required to complete any phase of this project per the contract or agreed upon schedule that results from this RFP.

2.4.20 Prevailing Wage and Department of Industrial Relations

The Vendor must be registered with the Department of Industrial Relations (DIR) and complete Appendix C of this document. NSD will pay the prevailing wage rate which is the basic hourly rate paid on public works projects to a majority of workers engaged in a particular craft, classification or type of work within the locality and in the nearest labor market area (if a majority of such workers are paid at a single rate). If there is no single rate paid to a majority, then the single rate being paid to the greater number of workers is prevailing.

2.4.21 Vendor Personnel

NSD reserves the right to accept or not accept the Vendor's proposed Project Manager, lead supervisor/technician. Any change in Vendor's selected and approved project team members must be approved in advance, in writing, by NSD. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project by Vendor. Vendor personnel changes not approved by NSD may be cause for NSD to terminate the contract.

2.4.22 Subcontractors

Vendor must agree that all installation, warranty, and post-warranty maintenance of the acquired systems resulting from this RFP shall be performed by fully qualified, Vendor-employed personnel unless otherwise stipulated by mutual agreement in the finalized sales contract.

Vendor shall not contract for or permit any subcontract work to be performed without prior written authorization of NSD. The selection of Subcontractors must be acceptable to NSD; such acceptance shall not be unreasonably withheld.

If, in NSD's reasonable judgment, any Subcontractors fail to perform the Work in strict accordance with the Agreement, Vendor, after due notice from NSD, shall discharge the same, but this discharge shall in no way release Vendor from its obligations and responsibilities under the Agreement.

Every Subcontractor performing work on the Project or goods and services on behalf of Vendor shall be bound by the conditions and provisions of the Agreement as applicable to its work. Nothing contained in any Vendor/ NSD Agreement shall create any contractual relations between the Subcontractor and NSD.

Vendor shall be fully responsible to NSD for the acts and omissions of its Subcontractors.

Any Subcontractor Vendor proposes to utilize must be able to demonstrate to NSD's satisfaction that it has successfully completed a minimum of three (3) projects within the past three (3) years in which similar scope and magnitude of work was performed.

Substitution of any proposed Subcontractor will only be allowed after prior written permission is received from NSD. NSD reserves the right to reject any proposed Subcontractor for reasonable cause.

The use of any Subcontractor(s) will not relieve Vendor from total responsibility for design, engineering, order, delivery, installation, cutover, maintenance and support services of all hardware, software, equipment and materials proposed.

2.4.23 Contract Changes

During the course of performing the Work, Vendor may be required to perform additional work within the general scope of the contract.

At such time when additional work is required, NSD shall forward to Vendor a description of the work to be accomplished and request that a proposal be offered within a given time period.

No additional work shall commence by Vendor without a valid NSD purchase order, amendment of the original purchase order, or written authorization from NSD's Project Manager.

2.4.24 Insurance

1. **Minimum Requirements and Limits.** Vendor shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or Subcontractors. Vendor shall also require all of its Subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
2. **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
3. **Minimum Limits of Insurance.** Vendor shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California.
4. **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by NSD to add the following provisions to the insurance policies:
 - a. **General Liability.** The general liability policy shall be endorsed to state that: (1) NSD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects to NSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by NSD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.
 - b. **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) NSD, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects to NSD, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by NSD, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.
 - c. **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against NSD, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.
5. **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to NSD; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to NSD, its directors, officials, officers, employees, agents and volunteers.
6. **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard

separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to NSD, its directors, officials, officers, employees, agents and volunteers.

7. Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of NSD.
8. Verification of Coverage. Vendor shall furnish NSD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to NSD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by NSD if requested. NSD reserves the right to require complete, certified copies of all required insurance policies, at any time.

2.4.25 Ownership of Documents

All designs, drawings, specifications, notes and other work developed in the performance of any contract resulting from this RFP are the sole property of NSD and may be used by NSD for any purpose without additional compensation to the Vendor.

2.4.26 Staging and Storage

NSD will not provide secure space for the Vendor to store and stage his/her equipment. The Vendor should have product shipped to their location for transport to various NSD locations. It is the Vendor's responsibility to provide a haul-a-way or other storage facility if needed. Security of said equipment is the responsibility of the Vendor.

2.4.27 Materials and Appliances

Vendor shall verify conditions of the new building, particularly door openings and passages, to avoid building any items too large for openings. Any pieces too bulky for existing facilities shall be hoisted or otherwise handled with apparatus as required. All special handling and equipment charges shall be paid by Vendor.

2.4.28 Related Equipment and Labor

Nothing in this RFP or any contract resulting from this RFP shall prohibit NSD from acquiring and installing any data systems, communications (LAN/MEN/MAN/WAN) -related equipment or materials from another source, provided such equipment, materials and/or labor do not interfere with the proper functioning of the Vendor's goods and services.

2.4.29 Conduct and Identification

Vendor shall not perform work in a manner, which unreasonably impedes NSD's business or any aspect of building construction.

Eating or drinking will NOT be allowed in NSD buildings, other than those specifically designated by NSD for these activities.

Smoking is NOT allowed anywhere on NSD property.

Vendor and Subcontractor personnel are not permitted to interact in any way with students at any time.

Vendor's employees and Subcontractors will be required to wear, at all times while on NSD property, identification cards acceptable to NSD which clearly identify the person by name and company affiliation. Vendor and Subcontractor personnel must also abide by all NSD security policies and procedures.

2.4.30 Safety

Vendor shall be solely and completely responsible for the public safety and convenience of all persons and property where work related to this RFP is being performed, during all phases of the work. This requirement shall apply continuously during the term of the contract period and shall not be limited to normal working hours. No act or review by NSD or its representatives is intended to include review of the adequacy of Vendor's safety measures in, on or near NSD premises.

2.4.31 Clear Away

Throughout the progress of the work, Vendor shall keep the working areas free from debris of all types, and remove from the premises in a manner reasonably acceptable to NSD; all refuse resulting from any work being done by it. At the completion of the work under the contract, Vendor shall leave the premises in a clean and finished condition to the reasonable satisfaction of NSD. E-waste collected throughout the project must be placed on wrapped pallets and delivered to the Maintenance and Operations yard at 1500 N Avenue in National City. A complete list of every item contained on each individual pallet must be provided to the District representative for this project.

2.4.32 Building Damages

Vendor shall be liable and responsible for any building damages caused by reason of its work. Repairs of any kind required will be made and charged to Vendor. Vendor shall take reasonable precautions to protect NSD property adjacent to the work. No cutting, notching, drilling or altering of any kind shall be done to NSD property by Vendor without first obtaining written permission from NSD.

2.4.33 News Releases / Publicity

News releases or any other external or internal publicity pertaining to NSD, this RFP or the project to which it relates shall not be made without prior written approval of NSD, and then only in coordination with designated NSD personnel.

2.4.34 Cooperation and Collateral Work

NSD, its workers and Vendors, and others, have the right to operate within or adjacent to the worksite to perform required work. NSD shall require that all such workers, Vendors and others and the Vendor coordinate their operations to cooperate in minimizing interference with one another.

2.4.35 Inspections

NSD and/or its representative shall have the right to inspect contracted work at any time. In the event of questionable work, NSD's reasonable decisions with respect to necessary corrective action shall be final. A joint inspection shall be made of the systems or service by NSD and Vendor representatives before Acceptance. The inspection shall be of such character and extent as to disclose any unsatisfactory condition of apparatus, equipment or service.

Upon discovery and validation of the existence of any unacceptable conditions, Vendor shall act to rectify such conditions as quickly as possible so as not to negatively impact the project implementation schedule. NSD shall be notified in writing of the correction of all unacceptable conditions as soon as they are completed. NSD reserves the right to re-inspect corrected work.

2.4.36 Patent Infringement

Vendor agrees, as part of its contract with NSD, to indemnify NSD with respect to any suit, claim, or proceeding brought against NSD alleging that NSD's use of any equipment, systems, goods and/or services provided by Vendor constitutes a misuse of any proprietary or trade secret information or an infringement of any United States patent or United States copyright. Vendor agrees to defend NSD against any such claims and to pay all litigation costs, reasonable attorney's fees, settlement payments and any damages awarded or resulting from any such claim.

In the event that an injunction is obtained against NSD's use of any Vendor provided equipment, systems goods and/or services arising from such a patent suit, claim or proceeding, in whole or in part, Vendor shall, at its option, either: a) procure for NSD the right to continue using the portion of the equipment, systems, goods and/or services enjoined from use; or b) replace or modify the same so that NSD's use is not subject to any such injunction.

In the event that Vendor cannot perform under this Section, NSD shall have the right to return the System to Vendor upon written notice to Vendor and in the event of such return, neither party shall have any further liabilities or obligations under this Agreement or any related maintenance agreements, except that Vendor shall refund the depreciated value of the affected System at the time of such return, based on a mutually agreed depreciation schedule.

2.4.37 Required Payments

Vendor shall make all payments to its employees, agents and/or Subcontractors in accordance with the applicable requirements of unemployment, old age, prevailing wage, workers compensation, and other insurance and social security provisions of the Federal, State and municipal governments and all other governing bodies, whether enacted at the time or prior to the execution of any Agreement resulting from this RFP or during the progress of the work, and shall assume all liability for the compliance with the requirements thereof, with respect to its employees, agents and/or Subcontractors.

2.4.38 Liens

Vendor shall indemnify, defend and hold NSD, and its equipment and other property, forever free and clear from all liens for labor and material furnished by or on behalf of Vendor.

2.4.39 Force Majeure

If the Vendor's performance under any contract resulting from this RFP is interfered with by reason of any circumstances beyond their reasonable control, including without limitation, fire, explosion, acts of God; war, revolution, civil commotion, or acts of public enemies; labor disputes or strikes; or shortage of materials; then the Vendor shall be excused from such performance on a day-for-day basis to the extent of such interference (and NSD shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such obligations relate to the performance so interfered with); provided that: a) the Vendor shall notify NSD in writing within three (3) business days after becoming aware of such an occurrence; b) NSD does not notify the Vendor in writing within three (3) business days after receipt

of Vendor's written notification of a Force Majeure occurrence that it has determined Vendor's claimed occurrence not to be a legitimate circumstance covered by this section; and c) Vendor uses their best efforts to remove such causes of nonperformance as quickly as possible.

A delay caused by shortage of materials shall not qualify under this section unless the Vendor furnishes to NSD documentary proof that the Vendor has made every effort to obtain such materials from all known sources within the continental United States in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain such materials when originally planned did in fact cause a delay in the Cutover/Acceptance of the phase effected which could not be compensated for by revising the sequence of the Vendor's operations. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

Except for any additional compensation provided for under any contract resulting from this RFP, Vendor shall have no claim for damage or compensation for any delay or hindrance.

2.4.40 Judicial Process

Notwithstanding anything to the contrary contained herein, Vendor may not, under any circumstances, proceed after Cutover/Acceptance to take or dispose of any portion of the System or require NSD to return any portion of such to Vendor except pursuant to judicial process and may not, under any circumstances, render any portion of the System unusable while still being used by NSD, except pursuant to judicial process. In the event that NSD notifies Vendor in writing that NSD contests or disagrees with a determination by Vendor that NSD is in default hereunder, Vendor shall under no circumstances be excused from or cease performance of its obligations hereunder except upon a judicial determination that NSD is, in fact, in default hereunder. Vendor hereby acknowledges and agrees that the provisions of this subsection are necessary to prevent NSD from suffering severe and irreparable damage in the event that a bona fide dispute arises between Vendor and NSD regarding the performance of their respective obligations hereunder and Vendor, despite the bona fide nature of such dispute, chooses to take any actions prohibited by the provisions of this subsection.

2.4.41 Termination for Default

If Vendor fails to deliver, install, and implement goods and services contracted for in accordance with the description thereof set forth in any Agreement resulting from this RFP, within the time limits specified in said Agreement, or pursuant to any other parts of said Agreement that provide for termination or define a default, NSD may, upon ten (10) calendar days' written notice to Vendor specifying the default, terminate this Agreement or, at NSD's option, such portion of this Agreement as to which there has been default. If Vendor corrects the default, and provides NSD a written confirmation describing how the default was corrected, within such 10-calendar-day period, and NSD reasonably agrees in writing that the default has been corrected, this Agreement shall continue as if the termination notice had not been given.

In the event of activation of this Section, NSD, at its sole discretion, may require Vendor to transfer title and deliver to NSD any completed elements of the goods and services, any partially completed elements of the goods and services, and any materials, equipment, plans, drawings, information, and contract rights as Vendor has specifically produced or specifically acquired for the performance hereof. Payment for completed Service elements delivered to and accepted by NSD shall be at contract price.

In the event of termination for cause, Vendor shall assist and cooperate with NSD in effectuating such termination in an orderly fashion in order to minimize disruption to NSD's business and to minimize the cost of discontinuing implementation of the goods and services.

2.4.42 Assignment

No contract resulting from this RFP may be assigned by the Vendor without the prior written consent of NSD.

2.4.43 Severability

In the event of invalidation of any portion of any Agreement resulting from this RFP, Vendor and NSD agree that such invalidity shall not affect the validity of the remaining portion of said Agreement. Vendor and NSD agree to substitute for the invalid portion a valid provision that most closely approximates the economic effect and intent of the invalid provision.

2.4.44 Conflicts in Terms (Precedence)

If conflict arises from the RFP, Vendor proposal, or any Agreement resulting therefrom, NSD shall be entitled to unilaterally remedy the conflict in its own best interests, as follows: Wherever there is variance between the language in Vendor's standard Agreement and the requirements and commitments stated in this RFP and Vendor's RFP response, those requirements and commitments will take precedence over language of Vendor's standard Purchase Agreement. Whenever there is a variance between the language in the final negotiated Agreement and other documents including the RFP the final agreement takes precedence.

2.4.45 Notices

All notices which either party to any contract resulting from this RFP is required or may desire to give the other party hereunder shall be deemed given upon receipt thereof when in writing sent by certified or registered mail, return receipt requested, postage prepaid, by telegram or facsimile, or by hand delivery with receipt acknowledged. All such notices to NSD shall be as set forth in the contract between the parties or such other address as either party may specify from time to time by written notice delivered in accordance herewith. Any notice given pursuant to this Section shall be effective three (3) days after the day it is mailed, upon receipt as evidenced by the U.S. Postal Service return receipt card, or by written acknowledgement of hand delivery, whichever is earlier. The inability to deliver because of a changed

address of which no notice was given, or the rejection or other refusal to accept any notice, demand or other communication shall be deemed to be the receipt of the notice, demand or other communication as of the date of such inability to deliver or the rejection or refusal to accept.

2.4.46 Additional Terms and Conditions

NSD reserves the right to determine, formulate and include additional terms and conditions during final contract negotiations with the selected Vendor. These terms and conditions shall be within the general scope of the RFP.

2.4.47 Governing Law

The formation, interpretation and performance of any Agreement resulting from this RFP shall be governed by the laws of the State of California, provided that no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties. Both parties agree to submit to binding arbitration as to any and all disputes arising out of the execution of this agreement subject to the rules of the American Arbitration Association and the laws and regulations of the State of California.

2.4.48 Governing Regulations

All work and materials shall be in full accord with the requirements of all public safety and building codes, the State Fire Marshal, the National Electric Code and other applicable state laws or regulations. Nothing in the plans or specifications shall be construed to permit work not conforming to these codes and orders.

2.4.49 Audit and Inspection Records

NSD shall have the audit and inspection rights described in this section.

If the Vendor submitted cost or pricing data in connection with the pricing of this contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of the commercial items sold in substantial quantities to the general public, or prices set by law or regulation, NSD's representative(s) shall have the right to examine all books, records, documents and other data of the Vendor related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

The materials described above shall be made available at the office of the Vendor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this contract, or by (a) and (b) below:

- a. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- b. Records which relate to appeals under this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three (3) years after contract completion, whichever is longer.

2.4.50 Fingerprinting

NSD Determination of Fingerprinting Requirement Application is set forth in the Special Conditions.

A. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving More Than Limited Contact With Students.

If NSD determines, based on the totality of the circumstances concerning the Project, that the Vendor and Vendor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Vendor acknowledges that Vendor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Vendor and/or Vendor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Vendor shall, at Vendor's own expense, (a) install a physical barrier to limit contact with students by Vendor and/or Vendor's employees, or (b) provide for the continuous supervision and monitoring of the Vendor and/or Vendor's employees by an employee of the Vendor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Vendor and Vendor's employees by a NSD employee.

B. Contracts For Construction, Reconstruction Rehabilitation Or Repair Of A School Facility Involving Only Limited Contact With Students.

If NSD determines based on the totality of the circumstances concerning the Project that the Vendor and Vendor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Vendor acknowledges that Vendor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a

school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Vendor and/or Vendor's employees on a school site: (1) Vendor and/or Vendor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Vendor and/or Vendor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Vendor and/or Vendor's employees shall not change locations without contacting the school office; (4) Vendor and Vendor's employees shall not use student restroom facilities; and (5) If Vendor and/or Vendor's employees find themselves alone with a student, Vendor and Vendor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

NSD has considered the totality of the circumstances concerning the project and has determined that the Vendor and Vendor's employees:

- a. X are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Section 2.4.52 of the RFP.

- b. _____ are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Section 2.4.52 of the RFP.

2.4.51 Time of Day Restrictions

The worksites will be available Monday through Saturday, from 7:00 AM to 5:00 PM each day from June 9, 2022 through July 15, 2022. From July 27, 2022 through September 30, 2022, all work performed Monday through Friday will be restricted to a 3:00 PM to 11:00 PM time period as determined by the Director of Maintenance, Operations, and Facilities. The site will continue to remain available from 7:00 AM to 5:00 PM on Saturdays during that time. Sunday access will be determined by request with the Director of Maintenance, Operations, and Facilities. No access to work site July 4, 2022 or September 5, 2022. NSD strongly desires all work to take place during summer break, which is from June 9, 2022 through July 15, 2022.

2.4.52 Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400, except where the District has established a standard which has been approved by the governing board, requests for review and evaluation of "or equal" items will be considered. Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted, in writing, to the District within seven (7) calendar days after the initial mandatory pre bid meeting scheduled start time. After reviewing the request, the District will respond with its decision to all parties who attended the pre bid meeting. The District has the right to reject any or all requests for substitutions of equipment, materials, or products other than what is specified in the bid documents. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Bidder stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive.

BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR IT'S REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN "OR EQUAL" ITEM.

2.5 COSTS FOR PROPOSAL RESPONSE PREPARATION

Any costs associated with the preparation of the response to this Proposal shall be borne by the responding Vendor. NSD will not accept any charges for response preparation, regardless of whether or not a Vendor is selected to provide the described goods and services and products.

2.6 EQUIPMENT RELEASED FOR CUSTOMER SHIPMENT

The Vendor shall provide information as to the first day of "customer release shipment" for each product proposal. In the event the Vendor is proposing products that are not currently shipping, the Vendor must identify this and fully explain how they will accommodate NSD schedule. All equipment must be shipped with the latest software/firmware releases unless NSD determines that not to be in their best interests. As the implementation timeframe is expected to be as long as several months, NSD requires that all software releases installed are compatible. Should proposed equipment be replaced with newer comparable manufacturer models during the implementation period, NSD reserves the right to substitute the newer products for those proposed here. NSD expects the Vendor to provide favorable terms for this substitution.

2.7 REGULATORY COMPLIANCE

All hardware and software proposed must be compliant with American (US) regulatory standards for electrical and communications equipment.

3.0 SPECIFICATIONS

3.0.1. Technical Requirements

Please refer to Section 2.4.52 for information on submission of “or equal” products.

_____ Integrated 802.11 a/b/g/n/ac Wave 2/ax (Qty 5) radios per array; all radios are software switchable and configurable to both 2.4 GHz and 5.0 GHz on a per radio basis

_____ Internal network scanning radio

_____ Wi-Fi 6 compatible

_____ 2 gigabit Ethernet uplink ports

_____ Wired and wireless remote packet capture, auto logging, ZapD performance tool, rogue AP detection

_____ . TCP connection log, NAT logging firewall, DHCP server, L2, L3 or DNS based access control

_____ Configuring and Managing Cambium Wi-Fi Arrays (Qty 452) requires XMS-C Licensing (or equivalent)

3.0.2 Service Requirements for Installation

_____ Pre-installation Wi-Fi survey for any necessary AP location changes

_____ Replace Current Multiport POE injectors with Single POE injector

_____ Labeling of Single POE injectors to correspond with AP location

_____ Installation, Configuration and optimization of 424 indoor AP's

_____ Installation, Configuration and optimization of 28 outdoor AP's

_____ Installation, Configuration and optimization of 1 Bridge-in-a-box

_____ Provide new device information via district provided csv for upload of device information into cloud management system

_____ Vendor possesses all certifications and licenses from manufacturer to sell and provide service for all existing and new equipment and software included in this RFP.

3.0.3 Support

_____ XMS-Cloud 5-year subscription for Education: 2 and 3-radio AP with all EasyPass modules and Cambium Care Advanced Support

_____ Cambium Care Prime Service Category 10 Price Tier 1 (Bridge-in-a-box)

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4.0.1 Wireless Access Point Augmentation Quote Form

Please refer to Section 2.4.52 for information on submission of “or equal” products.

The pricing of the arrays should be all inclusive, covering the arrays themselves, array mounting brackets, array radios, power injectors, antennas, and support (as applicable).

Model Number	Description	Quantity	Extended Price
XV3-8X00A00-US	Indoor Tri-radio WiFi 6 AP with SDR 8x8. 5GbE. US	424	
XV2-2T0XA00-US	Outdoor Dual radio WiFi 6 AP Omni 2x2, 2.5GbE, 30V/48V out, BLE. US	28	
C058900B701A	Bridge-in-a-Box UHD 5 GHz (FCC) (US cord)	1	
N000000L142A	PoE, 60W, 56V, 5GbE DC Injector, Indoor, Energy Level 6 Supply, accepts C5 connector	452	
N000900L031A	AC line cord, US Type B, 720mm, C5 connector	452	
XMSC-EDU-SUB-2R-5	XMS-Cloud 5-year subscription for Education: 2 and 3-radio AP with all EasyPass modules and Cambium Care Advanced Support	452	
CC-PRC10T1-WW	Cambium Care Prime Service Category 10 Price Tier 1 (Bridge-in-a-box)	1	
	Subtotal		
	Labor		
	Sales Tax (8.75%)		
	Total Final Quote		

4.0.2 Other Equipment

Please refer to Section 2.4.52 for information on submission of “or equal” products.

The pricing of the arrays should be all inclusive, covering the arrays themselves, array mounting brackets, array radios, power injectors, antennas, and support (as applicable).

School	Item	Price Each	Quantity	Extended Cost
Central School	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array/Bridge-in-a-box		50/2/1	
El Toyon and Rancho de la Nacion Schools	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array		66/6	
Ira Harbison School	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array		38/3	
John Otis School	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array		36/3	
Kimball School	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array		42/3	
Las Palmas School	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array		46/3	
Lincoln Acres School	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array		50/3	
Olivewood School	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array		50/3	
Palmer Way School	Cambium XV3-8 Wi-Fi Array/XV2-2 outdoor array		26/3	
	Subtotal			
	Labor			
	Tax (8.75%)			
	Shipping			
	Total this Page			

4.0.3 Quote Form

Total from Page 20

Total from Page 21

Other Charges (include a separate itemized sheet if necessary)

Total Quote Dollar Amount

APPENDIX A

PROPOSAL FORM

National School District
Business Services Department
1500 N Avenue
National City, CA 91950

Re: Request for **Proposal No. 21-22-238**
To: Members of the Governing Board

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Request for Proposal, Proposal Form, Instructions and General Information, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company _____

Legal Status _____
(i.e., Sole Proprietorship, Partnership, Corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Service Provider Ident. No. (SPIN) _____

Address: _____

Authorized Representative: _____

Signature

Name (print or type)

Title

Date: _____

Telephone: _____

APPENDIX B

“NONCOLLUSION AFFIDAVIT”

State of California]
County of _____] ss.

_____, being first duly sworn,

(Name)

deposes and says that he or she is _____

of _____
(Name of Company)

the party marking the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Vendor, 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 proposal are true; and, further, that the Vendor has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.”

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ at _____
California.

Signature

Title

Attach Notary Certificate

APPENDIX C

CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Labor Code Section 1725.5, contractors and all subcontractors must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal, or to engage in the performance any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ Is currently registered as a contractor with the

Department of Industrial Relations (DIR):

Contractor's DIR Registration Number: _____

Expiration Date: _____

Signee further acknowledges:

1. Contractor shall maintain DIR uninterrupted registered status for the duration of the project.
2. Contractor shall note in the Invitation to Bid and the Information for Bidders the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all first, second, and third tier subcontractors are registered at the time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors within 24 hours of bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above listed requirements may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature

Date

APPENDIX D

DISTRICT LOCATIONS FOR THIS PROJECT

Location	Address
District Office	1500 N Avenue, National City, CA 91950
Central School	933 E Avenue, National City, CA 91950
El Toyon School	2000 East Division Street, National City, CA 91950
Ira Harbison School	3235 East 8 th Street, National City, CA 91950
Kimball School	302 West 18 th Street, National City, CA 91950
Las Palmas School	1900 East 18 th Street, National City, CA 91950
Lincoln Acres School	2200 Lanoitan Avenue, National City, CA 91950
Olivewood School	2505 F Avenue, National City, CA 91950
John Otis School	621 East 18 th Street, National City, CA 91950
Rancho de la Nacion	1830 East Division Street, National City, CA 91950
Palmer Way School	2900 Palmer Street National City, CA 91950
Preschool Program Center	2401 East 24 th Street, National City, CA 91950