INVITATION FOR BID

CISCO NETWORK HARDWARE
IFB No. 012-22001179-11

MAIL OR DELIVER BIDS TO
San Francisco Unified School District
Purchasing Department
IFB No. 012-22001179-11
135 Van Ness Avenue, Room 123
San Francisco, CA 94102

BID DUE DATE AND TIME
February 18th, 2011 - 2:00 P.M.

- Competitive bids for the specified material and/or service must be received by the San Francisco Unified School District, Purchasing Department, on or before the due date and time specified herein.
- As a requirement of this solicitation, bidders are required to respond according to the instructions contained in the IFB. Bidders will respond utilizing the format, forms and other criteria indicated in the IFB.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected. The District reserves the right to refuse all bids.
- Bids transmitted by facsimile, email or other electronic communication will not be considered. Bids received after the due date and time will not be accepted.
- To preserve the integrity of the IFB, the contractor is requested not to contact any District employee for information pertaining to the IFB, other than the purchaser of the solicitation, Section-98.
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(*Indicates required documents to accompany bid response, fully executed*)

## TIMELINE

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<tr>
<td>Issue Date</td>
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<td>SFUSD Website Posting Date</td>
<td>01/25/2011</td>
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<td>Question &amp; Answer Deadline</td>
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<td>IFB Due Date</td>
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<td>Notice of Intent to Award Date (SFUSD Website Posting)</td>
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<td>Board of Education Agenda Submittal Date</td>
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<td><strong>Board of Education Meeting Date</strong></td>
<td><strong>03/22/2011</strong></td>
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<td>Award Date (Approximate)</td>
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The San Francisco Unified School District

Founded in 1851, San Francisco Unified School District educates approximately 55,000 of San Francisco's preschool, elementary, middle and high school students at 34 preschools, 102 K-12 schools, 8 county/court schools, 9 charter schools and approximately 9 administrative facilities. The District operates in the approximately 49-square mile area that comprises the City and County of San Francisco.

Purpose and Expectations

The purpose of this Invitation for Bid (IFB) is to solicit Bids for Cisco Network Hardware. This IFB does not include or imply installation or services of any kind, strictly hardware to satisfy the requirements for the schools. The purchase order will be issued as a lot with attachment detail and shipped to one District location in San Francisco County.

The bidder will only provide Cisco original equipment manufacturer (OEM) items in originally sealed and undamaged packaging, unless otherwise indicated. The District will not accept remanufactured, reconditioned or compatible hardware for any items in this solicitation, unless otherwise indicated.

The supplier is required to be an authorized partner/dealer for the manufacturer(s); the supplier should have a Gold or better partner relationship with the manufacturer, Cisco Systems.

Pre Requisite Qualification

(Remanufactured, Reconditioned or Compatible Hardware)

1) Hardware must be available to ship within a reasonable amount of time. Hardware not shipped within ten (10) working days of PO date will be delivered overnight at the supplier’s expense.

2) Hardware is to be pre-tested and guaranteed in excellent working and physical condition.

3) Shipping and packing materials must of the highest quality to insure delivery of non-damaged hardware.

4) Hardware will include a standard one-year, overnight-replacement warranty.

5) Supplier will include technical support with manufacturer's certified technicians to assist in configuration and troubleshooting issues.

6) Supplier is required to be ISO 9001:2000 & Coveted TL9000 certified.

Inquiries and Contacts

To preserve the integrity of the IFB, the bidder is requested not to contact any District employee for information pertaining to the IFB, other than the purchaser of the solicitation, below.

All inquiries/questions and contact in reference to this IFB are to be directed to:

Richard Neipling, Purchaser
Purchasing Department
IFB No.: 12-22001179-11
135 Van Ness Avenue, Room 123
San Francisco CA 94102
Tel. No.: (415) 241-6468
Fax No.: (415) 241-6487
Email: neiplingr@sfusd.edu
All questions (Q&A) must be submitted in writing on or before February 08, 2011, 5:00 P.M. No questions / inquiries will be entertained after this date and time. The preferred communication is email, although Q&A may be sent via regular mail, hand delivered, faxed or emailed. All communication shall be sent to the buyer’s attention and include the IFB number and bid description in the subject line in all correspondence.

“Q&A Cisco Network Hardware - IFB No. 012-22001179-11”

Responses to questions will be continually posted as one (1) Q&A response form on the SFUSD website. It is the bidders responsibility to check (bookmark) the website on regular basis to ensure the bidder has all the responses to the question(s)/inquiries(s) pertaining this bid.

Bid Form

Bids must be submitted on the Bid sheet provided by the due date and time indicated in this solicitation.

The bidder will enter a price in the space(s) provided; multiply the price times the unit of measure and enters the result as the extension. The bidder will total all extensions for the total bid price. This total will be included on the IFB Form and extended to include sales tax (9.5%), shipping and handling charge, other charges and terms of payment.

The Bid sheet is not to be modified. Additions and/or deletions will not be accepted and may be cause for rejection of a bid as non-responsive.

Response to any item of the Bid sheet with terms such as “negotiable,” “will negotiate,” etc. will not be accepted and may be cause for rejection of a bid as non-responsive.

Link:
http://portal.sfusd.edu/template/default.cfm?page=business_services.contract_compliance.bid_invites

Navigation:
www.sfusd.edu > Departments > Contact Compliance > Current Bids and Proposals > Invitation for Bids > Cisco Network Hardware

Vendor’s Cost

All costs incurred in the preparation or submission of a Proposal shall be entirely the responsibility of the Vendor and shall not be chargeable either directly or indirectly to the District.
GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

DEFINITIONS


CONTRACT-INTERPRETATION

Articles and services covered by this quotation must comply with applicable laws, ordinances and other legal requirements. A written purchase order or other acceptance mailed or otherwise furnished to the successful bidder within specified acceptance time results in a binding contract without further action by either party.

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to the Purchaser, who shall decide the true meaning and intent of the contract, and his decision shall be final and conclusive.

NONDISCRIMINATORY EMPLOYMENT PRACTICES

Provisions of Chap. 12B of the San Francisco Administrative Code, as amended, are incorporated herein and by reference made a part of this contract as though fully set forth (See Addendum attached hereto for nondiscrimination provision).

ALTERNATES

When the name of a manufacturer, brand or make, with or without model number, is used in describing any item, bids for equal articles will be considered unless otherwise stated, but the Purchaser shall be the sole judge as to whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered will be assumed to be the specific articles named. If not offering the specific article named, bidder should enclose with bid full information, specifications and descriptive data on items offered.

The Purchaser reserves the right to permit deviations from the specifications if an article offered is substantially in accord with the specifications and is deemed by the Purchaser to be of as good quality and as fully satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by bidder, the article offered will be assumed to be in accord with specifications.

SAMPLES

Articles offered, as equal to “District sample” must fully conform thereto, said “District samples” may be inspected at the place designated by the Purchaser. Samples must be furnished as required. These submitted by successful bidders may be retained for testing or checking against deliveries in which case allowance will be made to the contractor.

Each sample shall be plainly marked in a durable manner with the name of the bidder, the quotation number, and the item number.

Submitted sample will be assumed to be exactly what bidder proposes to furnish unless otherwise clearly indicated by the bidder. Sufficiency of sample will be determined by the Purchaser.

Sample shall not be enclosed with quotation, and quotation shall not be wrapped in package with sample.

INFRINGEMENTS-INDEMNIFICATION

The Contractor shall assume the defense of all claims and suits against the District, its officers and agents, for infringement of the patents, copyrights, or trademarks of any person arising out of the use by the District, its officers or agents, or any article supplied under this quotation. And the Contractor shall indemnify and hold harmless the District, its officers and agents, from any and all liability loss, or damage arising from such claims or suits.

The Contractor agrees to hold the City and county of San Francisco and/or the San Francisco Unified School District harmless from any and all claims and liabilities for damage to all persons including but not limited to employees of the Contractor, arising out of and in the course of the performance of this agreement.

CONDITION OF ARTICLES

Articles offered and furnished must be new and previously unused, and of manufacturer’s latest model, unless otherwise specified herein.

INSPECTION

All articles supplied shall be subject to inspection and rejection by the Purchaser.

AWARD
Purchaser may make awards on separate items or in any aggregate and bidder may offer for award in aggregate of several or all items. The purchaser reserves the right to reject any and all bids, to wave irregularities or informalities in any bid or in the bidding.

**FAILURE TO DELIVER**

When contractor fails to deliver and article or service of the quality, in the manner or within the time called fro by his contract, such article or service may be bought from any source by the Purchaser and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to the collected from the contractor or sureties on his bond if bond has been required.

**FIRM PRICE**

Price/quotations must be firm and shall be in effect for a period of not less than 45 days.

**BID OPENING**

Bids will be opened publicly at the time stated on this bid and be available for inspection after award is made. Bids will be considered offering discounts from a price list other than specified provided the alternate price list can be readily compared on an over-all basis with specified price list.

**CASH DISCOUNTS**

a. Cash Discounts will be taken into consideration in determining the low bids.

b. Discounts, if offered, must be for at least a 30-day period from receipt of materials or services in order to be considered in awarding bids. This does not preclude suppliers from offering discounts for lesser periods to expedite payments.

c. The discount period will start upon date of completion of delivery of all items on any order or other authorization certified by the Purchaser, or upon date of receipt of properly prepared invoices covering such deliveries, whichever is later.

d. Payment is deemed to be made for the purpose of earning the discount, on the date of mailing the District warrant or check.

e. Whether or not the discount is taken into consideration in determining the low bid, it will be deducted from the payment in accordance with the provision of “c” and “d” above, unless otherwise provided by bidder.

f. It is understood and agreed that no additional charge shall accrue against District in the event that District does not make payment within any time specified by bidder.

**TAXES**

District is exempt from Federal Excise taxes except on articles from resale. Do not include sales or excise taxes in bid prices.

**UL and CAL-OSHA**

UL and CAL-OSHA required, if applicable

**DELIVERIES**

FOB destination in San Francisco unless otherwise specified.
BID FORM

(Attachment-A)

SUPPLIER: _______________________________ ISSUE DATE: January 20, 2011

ADDRESS: ____________________________________________

IFB NO.: 012-22001179-11

CITY, ST: ____________________________________________ DUE DATE: February 18, 2011 2:00 P.M.

CONTACT: ____________________________________________ PURCHASER: Richard Neipling

PHONE: ____________________________________________ PHONE: (415) 241-6468

FAX: ____________________________________________ FAX: (415) 241-6487

QUOTATIONS ARE INVITED BY THE BUYER TO BE RECEIVED NOT LATER THAN 2:00 PM ON THE SPECIFIED DUE DATE, COVERING THE ARTICLES OR SERVICES UNDER CONDITIONS STATED. THIS QUOTATION WILL BE USED FOR A SCHOOL PURCHASE ORDER FOR THOSE ITEMS ON WHICH YOUR FIRM IS THE SUCCESSFUL BIDDER. THE IFB NUMBER IS TO APPEAR ON ALL CORRESPONDENCE RELATED TO THIS SOLICITATION.

**DESCRIPTION**

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SUB-TOTAL: $   SALES TAX (9.50%): $   SHIPPING & HANDLING: $   OTHER: $   TERMS:   BID TOTAL: $  

By signing, I attest that I am an authorized representative/agent authorized by my signature to bind the organization to the terms and conditions of the solicitation.

NAME: ____________________________________________

TITLE: ____________________________________________

SIGN: ____________________________________________ DATE: ____________________________