



**SFUSD** SAN FRANCISCO  
PUBLIC SCHOOLS

**PURCHASING DEPARTMENT**

125 Van Ness Avenue, Room 123  
San Francisco, Ca. 94102

T 415.241.6468  
F 415.241.6487

WWW.SFUSD.EDU

**INVITATION FOR BID**

**LAN HARDWARE BID/E-RATE 2015/16  
IFB No. 012-2200172715**

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**MAIL OR DELIVER BIDS TO:**

**San Francisco Unified School District  
Purchasing Department  
IFB No. 012-2200172615-15  
135 Van Ness Avenue, Room 123  
San Francisco, CA 94102**

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**BID DUE DATE AND TIME**

**February 11, 2015 - 2:00 PM**

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- 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 Bid. Bidders will respond utilizing the format, forms and other criteria indicated in the Bid.
- Bidder responses that do not comply with the format, forms and other criteria indicated, may be rejected.
- The purchaser reserves the right to reject any and all bids, to waive any irregularities or informalities in any bid or in the bidding.
- 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 bidder is requested not to contact any District employee for information pertaining to this IFB, other than the purchaser of the solicitation.





**SFUSD** SAN FRANCISCO PUBLIC SCHOOLS

**PURCHASE AGREEMENT PROPOSAL (Indefinite Quantity)**

**RETURN ONE SIGNED COPY OF THIS PAGE AND THE BID SHEET.**

**PRE-BID CONFERENCE AT (if applicable)**

**AT: SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
135 VAN NESS AVENUE, ROOM 123  
SAN FRANCISCO, CA 94102  
TEL: 415-241-6468**

**BID NO: 0132-2200172715**

**DATE: 02/11/2015**

DELIVER BID, properly executed, to Purchaser, prior to opening time, in sealed envelope with Purchase Agreement Proposal Number and Commodity inscribed hereon.  
(Include one signed copy of Page 1; retain Bidder's Duplicate copy for your file).

**DO NOT INCLUDE SALES OR EXCISE TAXES IN BID PRICES (See Section 33)**

Upon receipt of Purchase Agreement Acceptance, the undersigned hereby promises and agrees to furnish, subject to provisions of Section 23 and 27 on Page 3, all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals, general conditions, special conditions and bid sheet all which are made a part of the purchase agreement, when authorized by *Purchase Orders, Revolving Fund Orders, or Encumbrance Requests.*

Name under which business is conducted \_\_\_\_\_  
Business Street Address \_\_\_\_\_ Tel: \_\_\_\_\_  
\_\_\_\_\_  
City State Zip Code

IF SOLE OWNER, sign here:  
I sign as sole owner of the business named above.

\_\_\_\_\_

IF PARTNERSHIP, sign here:  
The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One or more partners sign)

\_\_\_\_\_

IF CORPORATION, execute here:  
The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.  
Corporate Name \_\_\_\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_  
Do you have an affirmative Action Policy? \_\_\_\_\_



**BID FORM**

Line	QTY	U/M	MFG Number/Name	MFG	Item Description	Taxable	Unit Price	Extension
1	24	EACH	WS-C2960X-48FPD-L or equivalent	Cisco or equivalent	LAN POE+ SWITCH: 48 port POE+ Cisco Catalyst 2960-X switch with 10G SFP+ uplinks	*	\$ _____	\$ _____
2	21	EACH	WS-C2960X-24PD-L or equivalent	Cisco or equivalent	LAN POE+ SWITCH: 24 port POE+ Cisco Catalyst 2960-X switch with 10G SFP+ uplinks	*	\$ _____	\$ _____
3	45	EACH	C2960X-STACK= or equivalent	Cisco or equivalent	LAN POE+ SWITCH: Cisco Direct C2960X-STACK=	*	\$ _____	\$ _____

TOTAL OF LINES 1-8 \$ \_\_\_\_\_

SALES TAX 8.75% \$ \_\_\_\_\_

TOTAL BID AMOUNT \$ \_\_\_\_\_

Y18: C2 Hardware Procurement  
F470: #494610001263935

**LAN Hardware Needs Per School Site**

Entity Number	Entity Name	Address	City	State	Zip Code	Line No. 8: WS-C2960X-48FPD-L or equivalent	Line No. 9: WS-C2960X-24PD-L or equivalent	Line No. 10: C2960X-STACK= or equivalent
108234	ABRAHAM LINCOLN HIGH SCHOOL	2162 24th Avenue	San Francisco	CA	94116	5	3	8
108185	BALBOA HIGH SCHOOL	1000 Cayuga Avenue	San Francisco	CA	94112	1	5	6
16052673	CIVIC CENTER SECONDARY SCHOOL	727 Golden Gate Avenue	San Francisco	CA	94102	1	0	1
108149	DOWNTOWN HIGH SCHOOL	693 Vermont Street	San Francisco	CA	94107	0	1	1
108137	GALILEO HIGH SCHOOL	1150 Francisco Street,	San Francisco	CA	94109	5	3	8
108282	GEORGE WASHINGTON HIGH SCHOOL	600 32nd Avenue	San Francisco	CA	94121	0	0	0
16021138	HILLTOP HIGH SCHOOL	1325 Florida Street	San Francisco	CA	94110	1	1	2
108299	INDEPENDENCE HIGH SCHOOL	1350 7th Avenue	San Francisco	CA	94122	1	0	1
108125	INTERNATIONAL STUDIES ACADEMY	655 De Haro Street	San Francisco	CA	94107	1	1	2
16028993	JUNE JORDAN SCHOOL FOR EQUITY	325 La Grande Avenue	San Francisco	CA	94112	3	0	3
108342	LOWELL ALTERNATIVE HIGH SCHOOL	1101 Eucalyptus Drive	San Francisco	CA	94132	0	2	2
108200	MISSION HIGH SCHOOL	3750 18th Street	San Francisco	CA	94114	4	2	6
108229	O'CONNELL TECHNICAL HIGH SCH	2355 Folsom Street	San Francisco	CA	94110	1	2	3
108225	RAOUL WALLENBERG HIGH SCHOOL	40 Vega Street	San Francisco	CA	94115	0	1	1
16057741	SAN FRANCISCO INTERNATIONAL HIGH SCHOOL	1050 York Street	San Francisco	CA	94110	1	0	1
<b>TOTAL:</b>						<b>24</b>	<b>21</b>	<b>45</b>

## E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

(Signed copy to be returned with bid response)

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1. The project herein may be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate.
2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website:  
<http://www.usac.org/sl/service-providers/step01/default.aspx>
5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>
6. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: <http://www.fcc.gov/encyclopedia/debt-collection-improvement-act-implementation>
7. Products and services must be delivered by June 5, 2015 before billing can commence. At no time may the Service Provider invoice before July 1, 2015.
8. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

9. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
10. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.
11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
12. Even after award of contract(s) and/or e-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.
13. Within one (1) week of award, the awarded Service Provider will provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.
14. In the event of questions during an e-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
15. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
16. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

17. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
18. This offer is in full compliance with USAC's Free Services Advisory  
<http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>  
There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
19. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC  
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
20. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature : \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number : \_\_\_\_\_ Email: \_\_\_\_\_

Service Provider Name: \_\_\_\_\_

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

**DEFINITIONS**

"Purchaser" means Supervisor of Purchasing, San Francisco Unified School District, "District" means San Francisco Unified School District, "Contractor" means bidder to whom award is made.

**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 waive any 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 for 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 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 for 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.