



INVITATION FOR BID

* THIS IS NOT AN ORDER *

SUPPLIER: _____
 ADDRESS: _____
 CITY,ST: _____
 CONTACT: _____
 PHONE: _____
 FAX: _____

ISSUE DATE: May 13, 2013
 IFB NO.: 013-1618-013F
 DUE DATE: May 28, 2013 2:00 P.M.
 PURCHASER: Richard Nepling
 PHONE: (415) 241-6468
 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.

LINE	QUANTITY	U/M	DESCRIPTION	MFGR.	UNIT PRICE	EXTENDED PRICE
1	2.00	LOT	LIGHTSPEED ROCKET FILTER BLOCKING NETWORK SOFTWARE (UNIX) 10G SYS-G-LSSUITE-10G	LIGHTSPEED	\$	\$
2	1.00	LOT	LIGHTSPEED POWER MANAGEMENT EMERGY SAVING NETWORK SOFTWARE (15,000 WORKSTATIONS) PM	LIGHTSPEED	\$	\$
3	1.00	BDL	LIGHTSPEED CAMPUS COLLABORATIVE BUNDLE: <ul style="list-style-type: none"> • WEB FILTER • MY BIG CAMPUS • CAMPUS MAIL • HOSTED WEB SEAT LICENSE FOR 42/MONTHS INCLUDED WITH POWER MANAGEMENT – LICENSE COUNT 15,000 	LIGHTSPEED	\$	\$
4	-1.00	LOT	CREDIT - EXHISTING EQUIPMENT AND SERVICE	LIGHTSPEED	\$	\$
5			CONTACT LIGHTSPEED REGIONAL SALES MANAGER FOR DETAILS		\$	\$
6			MR. BRENT DUNLAP, PHONE: (661) 431-1666, EMAIL: brent@lightspeed systems.com		\$	\$
7					\$	\$
8					\$	\$
9					\$	\$
10					\$	\$
11						

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: _____

SUB-TOTAL	\$
SALES TAX (8.75%)	\$
SHIPPING & HANDLING	\$
Other	\$
TERMS	
BID TOTAL	\$



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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 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 collected from the contractor or sureties on his bond if bond has been required.



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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 award 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.