



SFUSD SAN FRANCISCO
PUBLIC SCHOOLS

PURCHASING DEPARTMENT

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

T 415.241.6468
F 415.241.6487

WWW.SFUSD.EDU

INVITATION FOR BID

**WLAN HARDWARE BID/E-RATE 2015/16
IFB No. 012-2200172615**

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**

BID DUE DATE AND TIME

February 11, 2015 - 2:00 PM

- 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: 0132-2200172615

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	600	EACH	9S1-R700-US00 or Equivalent	Ruckus or Equivalent	WIRELESS LAN: Ruckus ZoneFlex R700 for SCG. Wireless access point with three-stream MIMO 3x3:3 of concurrent dual-band (5GHz/2.4GHz) support. Wireless access point must be IEEE 802.11ac compliant and capable of supporting user throughput per radio of 450 Mbps at 2.4 GHz and 1300 Mbps at 5 GHz. Wireless access point must have adaptive antennas with automatic interference mitigation. Dual polarized antennas should have a minimum of 21 antenna elements and over 3000 antenna patterns. Wireless access point must support differentiated services with multiple SSIDs, Bonjour Gateway, RADIUS and Active Directory support.	*	\$ _____	\$ _____
2	600	EACH	902-0100-0000 or equivalent	Ruckus or equivalent	WIRELESS LAN: Ruckus 7982 Spare mount bracket. Mounting brackets for wireless access points.	*	\$ _____	\$ _____
3	1	EACH	909-0500-SG00 or Equivalent	Ruckus or Equivalent	WIRELESS LAN: SCG/vSCG License Support 500 Ruckus Access Points. Electronic distribution - NO Media		\$ _____	\$ _____
4	1	EACH	909-0100-SG00 or Equivalent	Ruckus or Equivalent	WIRELESS LAN: SCG License Support 100 Ruckus Access Points. Electronic distribution - NO Media		\$ _____	\$ _____
5	1	EACH	801-0500-1SG0 or Equivalent	Ruckus or Equivalent	WIRELESS LAN: End User WatchDog Support for SCG License Support 500 Ruckus Access Points, 1 year. Electronic distribution - NO Media		\$ _____	\$ _____
6	1	EACH	801-0100-1SG0 or Equivalent	Ruckus or Equivalent	WIRELESS LAN: End User WatchDog Support for SCG License Support 100 Ruckus Access Points, 1 year. Electronic distribution - NO Media		\$ _____	\$ _____
7	2	EACH	901-S20J-WW10 or Equivalent	Ruckus or Equivalent	WIRELESS CONTROLLER: SmartCell Gateway 200 (SCG-200) with redundant AC power, six (6) Fans, two (2) 10 Gbps data cards.	*	\$ _____	\$ _____
8	1	EACH	801-S20J-2012 or Equivalent	Ruckus or Equivalent	WIRELESS CONTROLLER: WatchDog Premium Support for SmartCell Gateway 200 (SCG-200) with redundant AC power, 5 year		\$ _____	\$ _____

TOTAL OF LINES 1-8 \$ _____

Y18: C2 Hardware Procurement
F470: #494610001263935

SALES TAX 8.75% \$ _____

TERMS - CASH DISCOUNT % (N/A) \$ _____

TOTAL BID AMOUNT \$ _____

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Line Number 7 and 8: Wireless Controller Participating Entity List (Eligible and Ineligible Entities)

Entity Number	Entity Name	Entity Level
16052673	CIVIC CENTER SECONDARY SCHOOL	County School
108325	WOODSIDE LEARNING CENTER	County School
108276	ALAMO ELEMENTARY SCHOOL	Elementary School
108297	ALICE FONG YU ELEMENTARY SCHL	Elementary School
108201	ALVARADO ELEMENTARY SCHOOL	Elementary School
108271	ARGONNE ALTERNATIVE ELEM SCH	Elementary School
108119	BESSIE CARMICHAEL ELEM SCHOOL	Elementary School
108321	BRET HARTE ELEMENTARY SCHOOL	Elementary School
108152	BRYANT ELEMENTARY SCHOOL	Elementary School
108153	BUENA VISTA/HORECE MANN ELEM SCHOOL	Elementary School
108151	CEASAR CHAVEZ ELEM SCHOOL	Elementary School
108165	CHINESE EDUCATION CENTER	Elementary School
16057725	CHINESE IMMERSION @ WILLIAM DE AVILA	Elementary School
108303	CLAIRE LILIENTHAL ELEM SCHOOL	Elementary School
16078912	CLAIRE LILIENTHAN ELEM SCHOOL - B	Elementary School
108332	CLARENDON ALT ELEM SCHOOL	Elementary School
108179	CLEVELAND ELEMENTARY SCHOOL	Elementary School
108328	COMMODORE SLOAT ELEMENTARY	Elementary School
108128	DANIEL WEBSTER ELEMENTARY SCH	Elementary School
16037750	DIANE FEINSTEIN ELEMENTARY	Elementary School
108317	DR CHARLES R DREW ELEM SCHOOL	Elementary School
108220	DR WILLIAM L COBB ELEM SCHOOL	Elementary School
108366	E R TAYLOR ELEMENTARY SCHOOL	Elementary School
108373	EL DORADO ELEMENTARY SCHOOL	Elementary School
108338	FAIRMONT ELEMENTARY SCHOOL	Elementary School
108293	FRANCIS SCOTT KEY SCHOOL	Elementary School
108319	G W CARVER ELEM SCHOOL	Elementary School
108360	GARFIELD ELEMENTARY SCHOOL	Elementary School
108261	GEORGE PEABODY ELEMENTARY SCH	Elementary School
108144	GEORGE R MOSCONE ELEM SCHOOL	Elementary School
108341	GLEN PARK ELEMENTARY SCHOOL	Elementary School
203730	GORDON J. LAU ELEMENTARY	Elementary School
108253	GRATTAN ELEMENTARY SCHOOL	Elementary School
108191	GUADALUPE ELEMENTARY SCHOOL	Elementary School
108199	HARVEY MILK CIVIL RIGHTS ELEM	Elementary School
108364	HILLCREST ELEMENTARY SCHOOL	Elementary School
108361	JEAN PARKER ELEMENTARY SCHOOL	Elementary School
108289	JEFFERSON ELEMENTARY SCHOOL	Elementary School
108252	JOHN MUIR ELEMENTARY SCHOOL	Elementary School
108362	JOHN YEHALL CHIN ELEM SCHOOL	Elementary School
108354	JOSE ORTEGA ELEMENTARY SCHOOL	Elementary School
108163	JUNIPERO SERRA ELEMENTARY SCH	Elementary School
108279	LAFAYETTE ELEMENTARY SCHOOL	Elementary School

108343	LAKESHORE ELEMENTARY SCHOOL	Elementary School
108295	LAWTON ELEMENTARY SCHOOL	Elementary School
108145	LEONARD R FLYNN ELEM SCHOOL	Elementary School
108190	LONGFELLOW ELEMENTARY SCHOOL	Elementary School
108318	MALCOLM X ACADEMY	Elementary School
108118	MARSHALL ELEMENTARY SCHOOL	Elementary School
108269	MCCOPPIN ELEMENTARY SCHOOL	Elementary School
108193	MCKINLEY ELEMENTARY SCHOOL	Elementary School
108327	MIRALOMA ELEMENTARY SCHOOL	Elementary School
108337	MISSION EDUCATION CENTER	Elementary School
108176	MONROE ELEMENTARY SCHOOL	Elementary School
108242	NEW TRADITIONS CENTER	Elementary School
108164	PAUL REVERE ELEMENTARY SCHOOL	Elementary School
108141	REDDING ELEMENTARY SCHOOL	Elementary School
108230	ROBT L STEVENSON ELEM SCHOOL	Elementary School
108333	ROOFTOP ELEMENTARY SCHOOL	Elementary School
16078911	ROOFTOP ELEMENTARY SCHOOL - B	Elementary School
108224	ROSA PARKS ELEMENTARY SCHOOL	Elementary School
108175	SAN FRANCISCO COMM K-8 SCHOOL	Elementary School
16069657	SAN FRANCISCO PUBLIC MONTESSORI SCHOOL	Elementary School
108194	SANCHEZ ELEMENTARY SCHOOL	Elementary School
108182	SHERIDAN ELEMENTARY SCHOOL	Elementary School
108308	SHERMAN ELEMENTARY SCHOOL	Elementary School
108139	SPRING VALLEY ELEMENTARY SCH	Elementary School
108130	STARR KING ELEMENTARY SCHOOL	Elementary School
108166	SUNNYSIDE ELEMENTARY SCHOOL	Elementary School
108233	SUNSET ELEMENTARY SCHOOL	Elementary School
108257	SUTRO ELEMENTARY SCHOOL	Elementary School
155442	TENDERLOIN ELEMENTARY SCHOOL	Elementary School
108238	ULLOA ELEMENTARY SCHOOL	Elementary School
203729	VISITACION VALLEY ELEMENTARY	Elementary School
108322	WEST PORTAL ELEMENTARY SCHOOL	Elementary School
108356	YICK WO ELEMENTARY SCHOOL	Elementary School
108234	ABRAHAM LINCOLN HIGH SCHOOL	High School
16057716	ASAWA, RUTH - ACADEMY OF ARTS & SCIENCES	High School
108347	ASAWA, RUTH - SCHOOL OF THE ARTS	High School
108185	BALBOA HIGH SCHOOL	High School
108149	DOWNTOWN HIGH SCHOOL	High School
108137	GALILEO HIGH SCHOOL	High School
108282	GEORGE WASHINGTON HIGH SCHOOL	High School
16021138	HILLTOP	High School
108244	IDA B WELLS CONT HIGH SCHOOL	High School
108299	INDEPENDENCE HIGH SCHOOL	High School
108125	INTERNATIONAL STUDIES ACADEMY	High School
16028993	JUNE JORDAN SCHOOL FOR EQUITY	High School
108342	LOWELL ALTERNATIVE HIGH SCHOOL	High School
108200	MISSION HIGH SCHOOL	High School

108229	O'CONNELL TECHNICAL HIGH SCH	High School
108372	PHILLIP & SALA BURTON ACA SCH	High School
108225	RAOUL WALLENBERG HIGH SCHOOL	High School
16057741	SAN FRANCISCO INTERNATIONAL HIGH SCHOOL	High School
108313	THURGOOD MARSHALL ACADEMIC H S	High School
108301	A P GIANNINI MIDDLE SCHOOL	Middle School
108329	APTOS MIDDLE SCHOOL	Middle School
16078910	BESSIE CARMICHAEL ELEM SCHOOL - B	Middle School
108197	EVERETT MIDDLE SCHOOL	Middle School
108355	FRANCISCO MIDDLE SCHOOL	Middle School
108235	HERBERT HOOVER MIDDLE SCHOOL	Middle School
108184	JAMES DENMAN MIDDLE SCHOOL	Middle School
108205	JAMES LICK MIDDLE SCHOOL	Middle School
108304	MARINA MIDDLE SCHOOL	Middle School
108367	MARTIN LUTHER KING MIDDLE SCH	Middle School
108273	PRESIDIO MIDDLE SCHOOL	Middle School
108262	ROOSEVELT MIDDLE SCHOOL	Middle School
108374	VISITACION VALLEY MIDDLE SCH	Middle School
16078926	WILLIE L BROWN, JR ACADEMY	Middle School
16054482	CABRILLO TRAINING CENTER	NIF
108358	COOPER CHILDREN'S CENTER	NIF
16054483	GLORIA R. DAVIS TRAINING CENTER	NIF
108214	NEWCOMER HIGH SCHOOL	NIF
16052675	PRINCIPAL CENTER COLLABORATIVE CAMPUS	NIF
16052391	SAN FRANCISCO COUNTY OFFICE OF EDUCATION ADMIN OFFICES	NIF
16074761	SAN FRANCISCO USD - PHYSICAL EDUCATION DEPARTMENT	NIF
16050714	SFUSD BUILDINGS & GROUNDS	NIF
16050717	SFUSD CENTRAL ADMINISTRATIVE OFFICES	NIF
16050721	SFUSD CHILD DEVELOPMENT PROGRAM	NIF
16050728	SFUSD ENVIRONMENTAL SCIENCE CENTER	NIF
16050719	SFUSD FACILITIES	NIF
16050718	SFUSD INFORMATION TECHNOLOGY	NIF
16050726	SFUSD SCHOOL HEALTH PROGRAMS	NIF
16050724	SFUSD SPECIAL ED ERICKSON	NIF
16050725	SFUSD SPECIAL ED STMARYS MEDICAL THERAPY UNIT	NIF
16050729	SFUSD STUDENT NUTRITION	NIF
16050720	SFUSD TRANSPORTATION	NIF
16050716	SFUSD WAREHOUSE	NIF
16078937	SPECIAL EDUCATION AT ARC- ADULT EDUCATION	NIF
16047953	ARGONNE	Pre-K
16047996	COMMODORE STOCKTON	Pre-K
16047972	JEFFERSON	Pre-K
16047995	JUMPERO SERRA ANNEX	Pre-K
16047959	LEOLA HAVARD EARLY EDUCATION SCHOOL	Pre-K
108375	MCLAREN CHILDREN'S CENTER	Pre-K

108300	NORIEGA CHILDREN'S CENTER	Pre-K
16047994	PRESIDIO	Pre-K
108186	SAN MIGUEL CHILDREN'S CENTER	Pre-K
16047991	THERESA S. MAHLER	Pre-K
108306	TULE ELK PARK CDC	Pre-K
16069650	ZAIDA RODRIGUEZ EARLY EDUCATION SCHOOL	Pre-K

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

FIRM PRICE

Prices/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 provisions 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

F.O.B. destination in San Francisco unless otherwise specified.