



**Savanna School District
1330 S. Knott Ave
Anaheim, CA 92804**

**2020: NETWORK EQUIPMENT BID
PROJECT MANUAL**

**DUE:
January 19, 2021 at
1:00PM PST**

www.savsd.org

2020: NETWORK EQUIPMENT BID

A. NOTICE CALLING FOR BIDS

The Bids for Network Equipment for E-Rate Funding Year 24 (2021-2022) must be received prior to but no later than January 19, 2021 at 1:00 p.m. PST, in a sealed envelope labeled with the title and addressed to the Savanna School District at 1330 S. Knott Ave, Anaheim, CA 92804. ATTN: Briana Schnitzer. Bids will be opened at the above time and date. Bids received after the above stated time and date will be returned to bidder unopened. Bids may be submitted via email to briana.schnitzer@savsd.org. However, they must be submitted by the same time and date listed above and signed.

A copy of the bid manual is available on or after December 17, 2020 by contacting Briana Schnitzer via email at briana.schnitzer@savsd.org, from the District website at www.savsd.org, and USAC E-RATE Productivity Center (EPC) at: <https://portal.usac.org/suite/>

Any Questions must be provided in writing no later than January 4, 2021 by 1:00pm PST and emailed to briana.schnitzer@savsd.org. The subject line must read "BID 2020 – NETWORK EQUIPMENT - SAVANNA SD". The responses will be provided in an addendum and posted on the District's website and on USAC's EPC portal site by January 8, 2021.

Vendors must submit all required documents prior to the deadline. All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by the District. Responses received after the deadline will be returned unopened as not meeting the Bid requirements.

If the Vendor chooses to offer alternative equipment than described in this manual, they must describe, in detail, how their alternate equipment will satisfy the requirements.

The Board of Trustees of the Savanna School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids, to be sole judge as to the merit, quality and acceptability of materials proposed and their compliance to the specifications, if it be in the best interest of the District.

No bidder may withdraw a bid for a period of one hundred and twenty (120) calendar days after the opening of the bids. Per Public Contract Code Section 20118.2, all bidders must honor their bids, as submitted, after the date bids are opened by the District.

B. IMPORTANT DATES

| | |
|-------------------------------|--------------------------------|
| Bid Posted and Available | December 17, 2020 |
| Dates of Advertisement: | December 17 and 24, 2020 |
| Last Day to Submit Questions: | January 4, 2021 by 1:00pm PST |
| Answers will be posted: | January 8, 2021 |
| Bid Due Date/ Bid Opening: | January 19, 2021 by 1:00pm PST |
| Projected Board Approval: | February Board Meeting |

C. E-RATE REQUIREMENT

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, and 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 Corporation, which was established by the Act. The amount of discount is based on the numbers of children receiving free and reduced-price meals. Additional supplemental terms and conditions are identified in Exhibit C.

D. PROJECT BACKGROUND

The purpose of this Network Equipment Bid is to furnish the Savanna School District with replacement networking equipment and updating our wireless network throughout the district. The quantities of equipment requested and final implementation are contingent on funds being available through the local school board and the E-rate program.

E. PROJECT SITES

| | |
|----------------------|---------------------------------------|
| District Office: | 1330 S. Knott Ave, Anaheim CA 92804 |
| Cerritos Elementary: | 3731 Cerritos Ave, Anaheim, CA 92804 |
| Hansen Elementary: | 1300 S. Knott Ave, Anaheim CA 92804 |
| Holder Elementary: | 9550 Holder St., Buena Park, CA 90620 |
| Reid Elementary: | 720 S. Western Ave, Anaheim, CA 92804 |

F. INFORMATION FOR BIDDER

1. Form and Delivery of Bids: The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered, mailed, or emailed to the DISTRICT at the information noted above before the bid deadline. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. Due to COVID restrictions if the bid opening is not allowed to occur in person, information on how to attend a virtual bid opening will be posted on the USAC portal and district website 48 hours prior to the bid opening date and time.
2. Bid Award and Contract Execution: The bidder, if awarded the contract, will execute the Agreement within Five (5) working days after notice of award of the contract, and will furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, all within Five (5) working days of the Letter of Award of the contract or as otherwise requested in writing by the DISTRICT. Two copies of these documents are required.
3. Signature: Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
4. Modifications: Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.
5. Erasures, Inconsistent or Illegible Bids: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

6. Withdrawal of Bids: Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of one hundred and twenty (120) calendar days after the date set for the opening of bids.
7. Interpretation of Project Documents: If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the District. All requests must be received by the District via email: briana.schnitzer@savsd.org; No later than January 4, 2021 by 1:00pm PST. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be posted to the USAC Portal and District website. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT's TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT's TIMELINES FOR COMPLETION OF THE PROJECT.
8. Award of Contract: The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within Five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.
9. Competency of Bidders: In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other similar contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project.
10. Insurance and Workers' Compensation: The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

11. Anti-Discrimination: In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.
12. Hold Harmless and Indemnification: The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees as set forth in the Agreement.
13. Non-collusion Affidavit: In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion affidavit properly notarized.
14. Tobacco-Free Policy: The successful bidder shall agree to enforce a tobacco-free work site.
15. Visitor/COVID Protocols: The successful bidder will follow all current visitor and COVID safety protocols that are in place during the course of the project.
16. Termination for Convenience: The District reserves the right to terminate the awarded contract for convenience if it determines that such termination is in the best interests of the District. The District will give the successful bidder at least fourteen- (14) days written notice of such termination, and such notice will specify the exact date the termination is to be effective. The Successful bidder will submit a claim for costs associated with the termination within ten- (10) days after the effective date of the termination. These costs will only be permitted to include any work which has been completed, and not yet paid for, or which was in process at the time of termination.
17. Payment: Contractor will bill the District for 100% of the services. Payments are due thirty days after acceptance of work in accordance with the invoice. A schedule of values shall be submitted to assist in verifying the amount of work completed. Should there be a dispute of the invoice amount due to work performed, it is the contractor's responsibility to prove that such work is performed and invoiced accordingly. The District shall not pay for incomplete or incorrect work. Contractor shall not stop work during the settlement of dispute. Savanna School District will provide the form 472 (Bear form reimbursement process) directly to USAC with contractor involvement as needed.

G. SPECIAL PROVISIONS FOR BIDDERS:

1. Basis of Award: The District intends to award the contract to the responsible bidder who submits the lowest responsive bid, and whose bid, in the sole opinion of the District, best meets the Bid Specifications and requirements as outlined in the Project Documents.
 - a. The District reserves the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.
 - b. The Bids must be complete, with no “add-ons” permitted. The work under this contract shall include all labor, materials, equipment, taxes, appliances, freight, and transportation necessary for complete installation unless specifically indicated otherwise in a written item scope description. Include all California and other applicable permits and licenses. Do not include any amount for federal excise tax in any proposal or bid, as they are exempt from payment of federal excise taxes.

2. Substitutions:
 - a. Prior to Bid Opening: Should the bidder wish to request prior to bid opening, any substitution for the materials, process, service or equipment specified, the bidder shall submit a written request (using the Substitution Request Form) at least ten (10) working days before the bid opening date and hour. If the substituted item is acceptable, the DISTRICT will approve it in an Addendum issued to all bidders of record. Requests received less than (10) ten working days prior to bid opening will not be considered. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the project. For all proposed substitutions of “equal” items that are subject to E-rate discounting, the contractor must provide all appropriate documents needed to get approval by the SLD.
 - b. After Bid Opening and Prior to Award of Contract: If the bidder clearly indicates in its bid that it is proposing to use an “equal” product, the brand name or trade name, if any, of a proposed substitute item shall be inserted in the space provided on the Equipment/Material Source Form included, with the Bid, or shall be otherwise clearly identified in the bid. If the bidder fails to indicate an “equal” product, its bid shall be considered as offering the material, process, service or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the DISTRICT reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed “equal” item, the bidder will then supply the material, process, service or equipment designated by brand name or trade name or a substitute therefore which meets with the approval of DISTRICT.

With respect to all proposed substitutions of “equal” items, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions including the completed Substitution Request Form one (1) calendar day after submitting the bid. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the Project. The DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The DISTRICT shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the DISTRICT shall be final and

conclusive. Unless extended by the mutual agreement of the parties, the DISTRICT shall notify the successful bidder of the decision concerning the proposed substitution of "equal" items prior to the award of the contract. Also, such decisions by the DISTRICT shall be in writing, and no proposed substituted item shall be deemed approved unless the DISTRICT has so indicated in writing. These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the bidder's failure to request the substitution of an item at the times and in the manner set forth herein.

- c. Whenever in specifications any materials, process, service or equipment is indicated or specified by proprietary name or by name of manufacturer, such specification shall be deemed used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal," and CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT approval.
- d. If material, process, service, or equipment offered by CONTRACTOR is not, in opinion of DISTRICT, substantially equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. Burden of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. Provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of this Agreement nor shall DISTRICT authorize the submission of "or equal" after award of the contract.
- e. In the event CONTRACTOR furnishes material, process, service or equipment other than what was specified by the DISTRICT and which has been accepted by the DISTRICT and which later is defective, then CONTRACTOR at its sole cost and expense shall furnish the DISTRICT specified material, process, service or equipment or fully replace with new the defective material process, service or equipment at DISTRICT's discretion.
- f. In the event CONTRACTOR furnishes material, process service, or equipment more expensive than that specified, difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded or credited by CONTRACTOR to DISTRICT.
- g. Price, fitness and quality being equal with regard to supplies, the District may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California provided the bids of said suppliers or the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California and the public good will be served thereby. (Government Code section 4330- 334)

2. Materials and Work

- a. Except as otherwise specifically stated in this Agreement, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Project within specified time.
 - b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
 - c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. DISTRICT has no obligation to pay for any prefabricated material stored offsite until delivered and installed to the jobsite.
 - d. CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT and upon schedule approval, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work.
 - e. No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or changes. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to lien upon premises or any improvement or appurtenance thereon.
3. Record Keeping: Contractor agrees to maintain all records regarding this work for a period of no less than ten (10) years from the date the final work is completed and approved by the district, as a requirement of the E-rate program.

H. EQUIPMENT REQUIREMENTS & SCOPE OF WORK

Group A: Switches

Core Switches

Meraki MS425-16-HW or Equivalent

1. Must meet all General Solution Requirements
2. Zero touch provisioning
3. 16 or more SFP+ interfaces
4. Depth of switch cannot exceed 21"
5. 1 rack unit in height
6. Capability to stack up to 8 or more switches
7. Stacking defined as physically connecting adjacent switches with stacking cables and a minimum total stacking bandwidth of 80 Gbps
8. Switch power supplies must require 15 amps or less and work with both 110V and 208V
9. Capability for redundant external or internal power supply
10. Noise levels emitted from switch must be 46 dB or less during normal operation

Meraki LIC-MS425-16-5YR or Equivalent: Licensing and support for all Cisco Meraki proposed switches or equivalent, for 5 years.

Meraki MA-SFP-10GB-SR or Equivalent defined SFP that will work between proposed switch and MS355-48X-HW switches AND supported by Cisco Meraki support.

Edge Switches

Meraki MS355-48X-HW or Equivalent

1. Managed Layer 3 Capability
2. 40 or more SFTP + interfaces
3. 1 rack unit in height
4. Switch power supplies must be able to work with 208V
5. Capability for redundant external power supplies
6. Must include proper rack mount hardware to mount on a 2-post rack without depth restrictions

Meraki LIC-MS355-48X-5YR or Equivalent: Licensing and support for all Cisco Meraki proposed switches or equivalent, for 5 years.

Optics:

Meraki MA-CBL-TA-1M or Equivalent

Meraki MA-SFP-1GB-SX or Equivalent

Optics must be Cisco-branded or equivalent, defined as optics that is supported by Cisco technical support or equivalent.

Per unit price should include: labor, materials, equipment, vehicles and tools to complete the work, cleanup, transportation of workers, and transport and disposal of all excess materials and waste off-site. Scope also includes project management tasks and staff needed to perform site visits, obtain field measurements and conditions, and coordinate with others under separate contracts with the District, as well as provided documentation and accurate drawings to the District at the end of completion.

Per unit price should also include the initial configuration of switches with the following requirements:

1. Configuration of access switch by Certified Networking Engineer (CCNP or equivalent). Advanced Certified Networking Engineer (CCIE or equivalent) must be available in the event of configuration problems. Configuration of Cisco Meraki equipment by Cisco Meraki Solutions Specialist.
2. Staging of new core switch including asset management, planning for, and remove of existing core switch, installation of new core switch, including moving over all applicable fiber optic and data cabling.
3. Any downtime to be outside of normal business hours.
4. For any switches that serve as the core switch for the data center equipment such as our servers and storage array include configuration of switch to include Layer 3 routing such that the servers and storage array are still functional in the event the core switches are down.

Group B: Wireless Access Points

Meraki MR46-HW or Equivalent:

1. Must meet all General Solution Requirements
2. Zero touch provisioning
3. Enterprise-Grade 802.11ac Wave 2 wireless access point
4. (1) Gigabit Ethernet Ports or Greater for WAN
5. Support 802.11 a/b/g/n/ac
6. 2-stream 802.11ac Wave 2 and 802.11n, up to 1.3Gbps
7. WEP, WPA, WPA2, TKIP, AES and 802.1x security protocols

Meraki LIC-ENT-5YR or Equivalent: Licensing and support for proposed wireless access point or equivalent, for 5 years.

Per unit price should include: labor, materials, equipment, vehicles and tools to complete the work, cleanup, transportation of workers, and transport and disposal of all excess materials and waste off-site. Scope also includes project management tasks and staff needed to perform site visits, obtain field measurements and conditions, and coordinate with others under separate contracts with the District, as well as provided documentation and accurate drawings to the District at the end of completion.

Per unit price should also include the initial configuration of switches with the following requirements:

1. Configuration of wireless access point (WAP) to allow connection to existing wireless controller
2. Staging of new wireless access point including asset management and removal of existing WAP, installation of new WAP, verification of connectivity of devices to WAP.
3. Any downtime to be outside of normal business hours.

Group C: Firewall

Meraki MX250-HW or Equivalent

1. Must meet all General Solution Requirements
2. Zero touch provisioning
3. Layer 7, with Layer 3 failover
4. Interfaces
 - a. (2) 10GBE SFP + (WAN)
 - b. (8) GbE (RJ45)
 - c. (8) GbE (SFP)
 - d. (8) 10GbE (SFP +)
 - e. USB 2.0
5. Dual integrated power supplies for backup
6. Firewall Throughput: 4 Gbps
7. VPN Throughput: 1 GBps

Meraki LIC-MX250-SEC-5YR or Equivalent: Licensing and support for proposed wireless access point or equivalent, for 5 years.

Quantities: Quantities of each item requested per site is listed on Exhibit C, Bid Form and Matrix.

Group D: Voice Gateway (Non E-rate Eligible Item)

Cisco ISR4331-V/K9 or Equivalent:

1. Must meet all General Solution Requirements
2. Zero touch provisioning
3. Concurrent software services at speeds up to 2 Gbps
4. Bandwidth module-to-module communication at speeds up to 10 Gbps.
5. Dual integrated power supplies for backup.
6. Support for multiple, diverse access links: T1/E1, T3/E3, Serial, xDSL, Gigabit and Ten-Gigabit Ethernet.

Inclusions:

Cisco SL-4330-IPB-K9 or Equivalent

Cisco SL-4330-UC-K9 or Equivalent

Cisco PWR-4330-AC or Equivalent

Cisco CAB-AC or Equivalent

Cisco MEM-FLSH-4G or Equivalent

Cisco PVD4-32 or Equivalent

Cisco MEM-43-4G or Equivalent

Cisco SM-S-BLANK or Equivalent

Cisco SISR4300UK9-169 or Equivalent

Licensing:

Cisco CON-SNT-ISR4331V or Equivalent (60-month term)

Cisco CON-ECMU-SRSTGTEP or Equivalent (60-month term)

Additional Modules:

Cisco NIM-2FXS/4FXOP or Equivalent

Cisco NIM-4MFT-T1/E1 or Equivalent

Cisco PVD4-64 or Equivalent

Per unit price should include: labor, materials, equipment, vehicles and tools to complete the work, cleanup, transportation of workers, and transport and disposal of all excess materials and waste off-site. Scope also includes project management tasks and staff needed to perform site visits, obtain field measurements and conditions, and coordinate with others under separate contracts with the District, as well as provided documentation and accurate drawings to the District at the end of completion.

Per unit price should also include the initial configuration of router with the following requirements:

1. Configuration of router by Certified Networking Engineer (CCNP or equivalent). Advanced Certified Networking Engineer (CCIE or equivalent) must be available in the event of configuration problems.
2. Staging of router including asset management, planning for, and remove of existing router, installation of new router, including moving over all applicable data cabling.
3. Any downtime to be outside of normal business hours.

I. DOCUMENTS TO BE USED DURING THE BIDDING PERIOD

- 1) Bidder's Request for Information (Exhibit A)
- 2) Substitution Request Form (Exhibit B)

J. DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS

- 1) Cover Letter/Letter of Interest
- 2) The name, mailing address, CA business license, SPIN number, email address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract. Provide information of the year the firm was established, number of employees, business website, signature of principal, corporate seal, and written evidence of all required verifications that if awarded by the District ensures all eligible components of services are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.
- 3) Provide relevant technical capabilities and qualifications and project experience in project-by-project format. Be specific and concise, do not use generalized information, complete and include District Qualifications Questionnaire.
- 4) Project Team: Resumes of each member of the proposed project team and a detailed organizational chart with key personnel for the project identified. These resumes should detail their education, related experience, qualifications, and project responsibilities.
- 5) Sub-Consultant List, if/as applicable. Identify and list primary sub-consultants. Please provide the type of service provided, firm name, length of working relationship with firm, address, name of contact person, phone number, e-mail address, year firm was established, number of employees and business website.
- 6) Based on the District's Transition Plan, please provide a complete timeline stating the number of days that the services will be operational from the date of order.
- 7) A list of at least three (3) California K-12 references, all of which have been public school installations completed within the last three years that are similar size and scope to the one being proposed for this District. Please provide client name, address, contact name and telephone number, dates of service and completion, description of service, type and size of installation and contract amount.
- 8) Insurance-Claim/Litigation History: Provide the amounts of current insurance in force your firm has for Professional Liability, Personal Liability, and Workman's Compensation. Also provide the amount of Professional Liability insurance that you require your consultants to carry.

List all of the occasions that your firm has been a party to any claims, litigation, including arbitration, concerning a school project in the State of California during the past five (5) years and explain the circumstances including resolution of the claims made both by and against your firm.

- 9) Bid Form Matrix: Schedule of Costs (Exhibit C): Respondent is requested to submit a bid to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this bid, on a fully-burdened labor rate basis. Be as thorough and specific as possible as this may form the basis of any contract for services that may be presented by the District.

Costs for preparing responses and any other related material is the responsibility of the VENDOR, and shall not be chargeable in any manner to the DISTRICT. The DISTRICT will not be held liable for any cost incurred by VENDORS in responding to the Bid.

Within one (1) week of award, the awarded Service Provider will provide the District with a bill of materials suitable for the FCC 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.

- 10) E-rate Supplemental Terms and Conditions (Exhibit D)
- 11) Equipment/Materials Source Information (Exhibit E)
- 12) Non-Collusion Statement (Exhibit F)

K. DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL BIDDER ONLY AFTER BOARD AWARD IS MADE

- 13) Master Agreement
- 14) Worker's Compensation Certificate
- 15) Guarantee

Exhibit A: Bidder's Request for Information
Project: 2020 Network Equipment Bid
Savanna School District

From (Company): _____

Contact Name: _____

Phone #: _____ Email: _____

Date Submitted: _____

Question: _____

Proposed Solution: _____

Response By: _____ Date: _____

Exhibit B: Substitution Request Form
Project: 2020 Network Equipment Bid
Savanna School District

Pursuant to Public Contracts Code Section 3400, and the timelines stipulated in the bidding and contract documents, bidder hereby requests substitution of the following article, device, equipment, product, material, fixture, patented process, form, method, or type of construction: (Submit a separate form for each item.)

Specified Item: _____

Proposed Substitution Item: _____

Contractor agrees to provide specified item in the event the request is denied
(Circle one) YES NO

If this form is submitted prior to bids, bidders must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified item in the event their request for substitution is denied, bidder's bid may be considered non-responsive.

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality and serviceability to the Specified Item. This includes submitting comparison data on both the specified item and the substitution proposal; (2) will entail no changes in detail, construction and scheduling related work or make other parts of the project unworkable; (3) will provide total compatibility with the District's existing data software and infrastructure; (4) will provide no cost disadvantage to District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the project schedule. The undersigned states that the following paragraphs, unless modified on attachments, are correct: (7) will provide and equal, or better warranty and expected life cycle than the specified product.

- The proposed substitution will have no adverse affect on other existing equipment, the equipment schedule, or the specified warranty requirements.
- Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Attached data includes a product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. Any deviations from the specific product are clearly marked and/or specifically identified.

Reviewed for timeliness and Completeness by General Contractor

Contractor Name, and Contact Person

1. Comparison

| | Specified Item | Substitution |
|-------------------------|-------------------------|-------------------------|
| Product Name/Model | _____ | _____ |
| Manufacturer | _____ | _____ |
| Product Cost | _____ | _____ |
| Delivery Time | _____ | _____ |
| Product Characteristics | _____ _____ _____ | _____ _____ _____ |
| Dimensions | _____ _____ _____ | _____ _____ _____ |
| Guarantee/Warranty | _____ _____ | _____ _____ |
| Power Requirements | _____ | _____ |
| Heat Generation Factors | _____ | _____ |

- 2. Substantiating Data: Attach manufacturer’s literature for both specified item and substitution. Highlighting equal or unequal features.
- 3. Substitutions must have a demo unit submitted for 10-day evaluation if requested by the District.
- 4. Similar Public School Projects where the proposed substituted item has been successfully installed for. Reference:

District: _____ Date: _____

Email: _____ Phone #: _____

Contact: _____

District: _____ Date: _____

Email: _____ Phone #: _____

Contact: _____

5. Maintenance Service/Parts/Supplier

District: _____ Date: _____

Email: _____ Phone #: _____

Contact: _____

District Action:

No Exception Accepted as Noted Rejected Submitted Too Late

Comments: _____

Signature

Date

Exhibit C: Bid Form and Matrix
Project: 2020 Network Equipment Bid
Savanna School District

Name of Bidder: _____

To: Savanna School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Special Provisions for Bidders, Bid Form Matrix, Information Required of Bidder, Non-Collusion Affidavit, Workers' Compensation Certificate, Agreement, all insurance requirements, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: 2020: NETWORK EQUIPMENT BID

all in strict conformity with the Project Documents, including Addenda Nos. , _____ , and _____ , on file at the Technology Office of said DISTRICT for the lump sum of (\$ _____) for all E-rate eligible items, and a lump sum of (\$ _____) for all Non E-rate eligible items. Also, included in this Bid Form Matrix is individual pricing that provides back-up of this lump sum price.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond when required for any individual project initiated under this contract due to budget and scope criteria indicated as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, within Five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the Fifth (5th) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.
4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

5. The name(s) of all persons interested in the bid as principals are as follows:

6. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
7. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.
8. The undersigned hereby warrants that all work shall be completed within the number of consecutive calendar days (including all punch list items) negotiated between the District and the successful bidder for the specific scope of work for each individual project initiated under this bid from the date specified on the Notice to Proceed issued by the District. The agreed upon time line shall be documented on each project quotation/purchase order. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Six Hundred Dollars (\$600.00). (Government Code Section 53069.85) This amount will apply to each individual project initiated under this master agreement.
9. The required non-collusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

Hardware Quantities & Pricing

| District Office | | | | | |
|-------------------------------|-------------------|--|------------|--|-------------|
| Partial E-rate Eligible Items | | | | | |
| # | Part Number | Description | Unit Price | Qty | Total Price |
| Group A: Core Switches | | | | | |
| 1 | MS425-16-HW | Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch or Equivalent | | 1 | |
| 2 | LIC-MS425-16-5YR | Meraki MS425-16 Enterprise License and Support, 5YR or Equivalent | | 1 | |
| 3 | MA-SFP-10GB-SR | Meraki 10G Base SR Multi-Mode or Equivalent | | 6 | |
| Group B: Firewall | | | | | |
| 4 | MX250-HW | Meraki MX250 Router/Security Appliance or Equivalent | | 1 | |
| 5 | LIC-MX250-SEC-5YR | Meraki MX250 Advanced Security License and Support, 5YR or Equivalent | | 1 | |
| | | | | Product Total: | |
| | | | | Sales Tax: | |
| | | | | Licenses Total: | |
| | | | | Subtotal E-rate Eligible Items: | |
| District Office | | | | | |
| Non E-rate Eligible Items | | | | | |
| Group C: Wireless | | | | | |
| 6 | MR46-HW | Meraki MR46 Wi-Fi 6 Indoor AP or Equivalent | | 8 | |
| 7 | LIC-ENT-5YR | Meraki MR Enterprise License, 5YR or Equivalent | | 8 | |
| Group D: Voice Gateway | | | | | |
| 8 | ISR4331-V/K9 | Cisco ISR 4331 UC Bundle, PVDM4-32, UC License or Equivalent | | 1 | |
| - | CON-SNT-ISR4331V | SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months) or Equivalent | | 1 | |
| - | SL-4330-IPB-K9 | IP Base License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | SL-4330-UC-K9 | Unified Communication License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | PWR-4330-AC | AC Power Supply for Cisco ISR 4330 or Equivalent | | 1 | |
| - | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m or Equivalent | | 1 | |
| - | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) or Equivalent | | 1 | |
| - | PVDM4-32 | 32-channel DSP module or Equivalent | | 1 | |
| - | MEM-43-4G | 4G DRAM (1 x 4G) for Cisco ISR 4300 or Equivalent | | 1 | |
| - | SM-S-BLANK | Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR or Equivalent | | 1 | |

| | | | | | |
|----|-------------------|---|--|--|---|
| - | SISR4300UK9-169 | Cisco ISR 4300 Series IOS XE Universal or Equivalent | | 1 | |
| 9 | SRST-EP | Cisco SRST - 1 SRST Endpoint License or Equivalent | | 1 | |
| 10 | CON-ECMU-SRSTGTEP | SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License (60 Months) or Equivalent | | 1 | |
| 11 | NIM-2FXS/4FXOP | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module or Equivalent | | 1 | |
| 12 | NIM-4MFT-T1/E1 | 4 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module or Equivalent | | 1 | |
| 13 | PVDM4-64 | 64-channel DSP module or Equivalent | | 1 | |
| | | | | Product Total: | |
| | | | | Sales Tax: | |
| | | | | Licenses Total: | |
| | | | | Subtotal Non E-rate Eligible Items: | |
| | | | | | District Office Grand Total (All items): |

| Cerritos | | | | | |
|-------------------------------|-------------------|---|------------|--|-------------|
| E-rate Eligible Items | | | | | |
| # | Part Number | Description | Unit Price | Qty | Total Price |
| Group A: Core Switches | | | | | |
| 1 | MS425-16-HW | Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch or Equivalent | | 1 | |
| 2 | LIC-MS425-16-5YR | Meraki MS425-16 Enterprise License and Support, 5YR or Equivalent | | 1 | |
| 3 | MA-SFP-10GB-SR | Meraki 10G Base SR Multi-Mode or Equivalent | | 9 | |
| Group A: Edge Switches | | | | | |
| 4 | MS355-48X-HW | Meraki MS355-L3 Stck Cld-Mngd 48GE, 16xmG UPOE Switch or Equivalent | | 6 | |
| 5 | LIC-MS355-48X-5YR | Meraki MS355-48X Enterprise License and Support, 5 Year or Equivalent | | 6 | |
| 6 | MA-CBL-TA-1M | Meraki 10 GbE Twinax Cable with SFP+ Modules, 1 Meter or Equivalent | | 6 | |
| 7 | MA-SFP-1GB-SX | Meraki 1000Base SX Multi-Mode or Equivalent | | 6 | |
| Group B: Wireless | | | | | |
| 8 | MR46-HW | Meraki MR46 Wi-Fi 6 Indoor AP or Equivalent | | 32 | |
| 9 | LIC-ENT-5YR | Meraki MR Enterprise License, 5YR or Equivalent | | 32 | |
| | | | | Product Total: | |
| | | | | Sales Tax: | |
| | | | | Licenses Total: | |
| | | | | Subtotal E-rate Eligible Items: | |

Cerritos

Non E-rate Eligible Items

Group C: Voice Gateway

| | | | | | |
|--|---------------------|--|--|---|--|
| 10 | ISR4331-V/K9 | Cisco ISR 4331 UC Bundle, PVDM4-32, UC License or Equivalent | | 1 | |
| - | CON-SNT-ISR4331V | SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months) or Equivalent | | 1 | |
| - | SL-4330-IPB-K9 | IP Base License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | SL-4330-UC-K9 | Unified Communication License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | PWR-4330-AC | AC Power Supply for Cisco ISR 4330 or Equivalent | | 1 | |
| - | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m or Equivalent | | 1 | |
| - | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) or Equivalent | | 1 | |
| - | PVDM4-32 | 32-channel DSP module or Equivalent | | 1 | |
| - | MEM-43-4G | 4G DRAM (1 x 4G) for Cisco ISR 4300 or Equivalent | | 1 | |
| - | SM-S-BLANK | Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR or Equivalent | | 1 | |
| - | SISR4300UK9-169 | Cisco ISR 4300 Series IOS XE Universal or Equivalent | | 1 | |
| 11 | SRST-EP | Cisco SRST - 1 SRST Endpoint License or Equivalent | | 1 | |
| 12 | CON-ECMU-SRSTGTEP | SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License (60 Months) or Equivalent | | 1 | |
| 13 | NIM-2FXS/4FXOP | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module or Equivalent | | 1 | |
| Product Total: | | | | | |
| Sales Tax: | | | | | |
| Licenses Total: | | | | | |
| Subtotal Non E-rate Eligible Items: | | | | | |
| Cerritos Grand Total (All items): | | | | | |

| Hansen | | | | | |
|----------------------------------|-------------------|---|------------|--|-------------|
| E-rate Eligible Items | | | | | |
| # | Part Number | Description | Unit Price | Qty | Total Price |
| Group A: Core Switches | | | | | |
| 1 | MS425-16-HW | Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch or Equivalent | | 1 | |
| 2 | LIC-MS425-16-5YR | Meraki MS425-16 Enterprise License and Support, 5YR or Equivalent | | 1 | |
| 3 | MA-SFP-10GB-SR | Meraki 10G Base SR Multi-Mode or Equivalent | | 12 | |
| Group A: Edge Switches | | | | | |
| 4 | MS355-48X-HW | Meraki MS355-L3 Stck Cld-Mngd 48GE, 16xmG UPOE Switch or Equivalent | | 8 | |
| 5 | LIC-MS355-48X-5YR | Meraki MS355-48X Enterprise License and Support, 5 Year or Equivalent | | 8 | |
| 6 | MA-CBL-TA-1M | Meraki 10 GbE Twinax Cable with SFP+ Modules, 1 Meter or Equivalent | | 8 | |
| 7 | MA-SFP-1GB-SX | Meraki 1000Base SX Multi-Mode or Equivalent | | 8 | |
| Group B: Wireless | | | | | |
| 8 | MR46-HW | Meraki MR46 Wi-Fi 6 Indoor AP or Equivalent | | 41 | |
| 9 | LIC-ENT-5YR | Meraki MR Enterprise License, 5YR or Equivalent | | 41 | |
| | | | | Product Total: | |
| | | | | Sales Tax: | |
| | | | | Licenses Total: | |
| | | | | Subtotal E-rate Eligible Items: | |
| Hansen | | | | | |
| Non E-rate Eligible Items | | | | | |
| Group C: Voice Gateway | | | | | |
| 10 | ISR4331-V/K9 | Cisco ISR 4331 UC Bundle, PVDM4-32, UC License or Equivalent | | 1 | |
| - | CON-SNT-ISR4331V | SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months) or Equivalent | | 1 | |
| - | SL-4330-IPB-K9 | IP Base License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | SL-4330-UC-K9 | Unified Communication License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | PWR-4330-AC | AC Power Supply for Cisco ISR 4330 or Equivalent | | 1 | |
| - | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m or Equivalent | | 1 | |
| - | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) or Equivalent | | 1 | |
| - | PVDM4-32 | 32-channel DSP module or Equivalent | | 1 | |
| - | MEM-43-4G | 4G DRAM (1 x 4G) for Cisco ISR 4300 or Equivalent | | 1 | |

| | | | | | |
|----|-------------------|---|--|--|--|
| - | SM-S-BLANK | Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR or Equivalent | | 1 | |
| - | SISR4300UK9-169 | Cisco ISR 4300 Series IOS XE Universal or Equivalent | | 1 | |
| 11 | SRST-EP | Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart) or Equivalent | | 1 | |
| 12 | CON-ECMU-SRSTGTEP | SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License (60 Months) or Equivalent | | 1 | |
| 13 | NIM-2FXS/4FXOP | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module or Equivalent | | 1 | |
| | | | | Product Total: | |
| | | | | Sales Tax: | |
| | | | | Licenses Total: | |
| | | | | Subtotal Non E-rate Eligible Items: | |
| | | | | Hansen Grand Total (All items): | |

| Holder | | | | | |
|-------------------------------|-------------------|---|------------|--|-------------|
| E-rate Eligible Items | | | | | |
| # | Part Number | Description | Unit Price | Qty | Total Price |
| Group A: Core Switches | | | | | |
| 1 | MS425-16-HW | Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch or Equivalent | | 1 | |
| 2 | LIC-MS425-16-5YR | Meraki MS425-16 Enterprise License and Support, 5YR or Equivalent | | 1 | |
| 3 | MA-SFP-10GB-SR | Meraki 10G Base SR Multi-Mode or Equivalent | | 9 | |
| Group A: Edge Switches | | | | | |
| 4 | MS355-48X-HW | Meraki MS355-L3 Stck Cld-Mngd 48GE, 16xmG UPOE Switch or Equivalent | | 7 | |
| 5 | LIC-MS355-48X-5YR | Meraki MS355-48X Enterprise License and Support, 5 Year or Equivalent | | 7 | |
| 6 | MA-CBL-TA-1M | Meraki 10 GbE Twinax Cable with SFP+ Modules, 1 Meter or Equivalent | | 7 | |
| 7 | MA-SFP-1GB-SX | Meraki 1000Base SX Multi-Mode or Equivalent | | 7 | |
| Group B: Wireless | | | | | |
| 8 | MR46-HW | Meraki MR46 Wi-Fi 6 Indoor AP or Equivalent | | 31 | |
| 9 | LIC-ENT-5YR | Meraki MR Enterprise License, 5YR or Equivalent | | 31 | |
| | | | | Product Total: | |
| | | | | Sales Tax: | |
| | | | | Licenses Total: | |
| | | | | Subtotal E-rate Eligible Items: | |

| Holder | | | | | |
|--|---------------------|--|--|---|--|
| Non E-rate Eligible Items | | | | | |
| Group C: Voice Gateway | | | | | |
| 10 | ISR4331-V/K9 | Cisco ISR 4331 UC Bundle, PVDM4-32, UC License or Equivalent | | 1 | |
| - | CON-SNT-ISR4331V | SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months) or Equivalent | | 1 | |
| - | SL-4330-IPB-K9 | IP Base License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | SL-4330-UC-K9 | Unified Communication License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | PWR-4330-AC | AC Power Supply for Cisco ISR 4330 or Equivalent | | 1 | |
| - | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m or Equivalent | | 1 | |
| - | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) or Equivalent | | 1 | |
| - | PVDM4-32 | 32-channel DSP module or Equivalent | | 1 | |
| - | MEM-43-4G | 4G DRAM (1 x 4G) for Cisco ISR 4300 or Equivalent | | 1 | |
| - | SM-S-BLANK | Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR or Equivalent | | 1 | |
| - | SISR4300UK9-169 | Cisco ISR 4300 Series IOS XE Universal or Equivalent | | 1 | |
| 11 | SRST-EP | Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart) or Equivalent | | 1 | |
| 12 | CON-ECMU-SRSTGTEP | SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License (60 Months) or Equivalent | | 1 | |
| 13 | NIM-2FXS/4FXOP | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module or Equivalent | | 1 | |
| Product Total: | | | | | |
| Sales Tax: | | | | | |
| Licenses Total: | | | | | |
| Subtotal Non E-rate Eligible Items: | | | | | |
| Holder Grand Total (All items): | | | | | |

Reid

E-rate Eligible Items

| # | Part Number | Description | Unit Price | Qty | Total Price |
|--|-------------------|---|------------|-----|-------------|
| Group A: Core Switches | | | | | |
| 1 | MS425-16-HW | Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch or Equivalent | | 1 | |
| 2 | LIC-MS425-16-5YR | Meraki MS425-16 Enterprise License and Support, 5YR or Equivalent | | 1 | |
| 3 | MA-SFP-10GB-SR | Meraki 10G Base SR Multi-Mode or Equivalent | | 9 | |
| Group A: Edge Switches | | | | | |
| 4 | MS355-48X-HW | Meraki MS355-L3 Stck Cld-Mngd 48GE, 16xmG UPOE Switch or Equivalent | | 4 | |
| 5 | LIC-MS355-48X-5YR | Meraki MS355-48X Enterprise License and Support, 5 Year or Equivalent | | 4 | |
| 6 | MA-CBL-TA-1M | Meraki 10 GbE Twinax Cable with SFP+ Modules, 1 Meter or Equivalent | | 4 | |
| 7 | MA-SFP-1GB-SX | Meraki 1000Base SX Multi-Mode or Equivalent | | 4 | |
| Group B: Wireless | | | | | |
| 8 | MR46-HW | Meraki MR46 Wi-Fi 6 Indoor AP or Equivalent | | 36 | |
| 9 | LIC-ENT-5YR | Meraki MR Enterprise License, 5YR or Equivalent | | 36 | |
| Product Total: | | | | | |
| Sales Tax: | | | | | |
| Licenses Total: | | | | | |
| Subtotal E-rate Eligible Items: | | | | | |

Reid

Non E-rate Eligible Items

| | | | | | |
|-------------------------------|------------------|--|--|---|--|
| Group C: Voice Gateway | | | | | |
| 10 | ISR4331-V/K9 | Cisco ISR 4331 UC Bundle, PVDM4-32, UC License or Equivalent | | 1 | |
| - | CON-SNT-ISR4331V | SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L (60 Months) or Equivalent | | 1 | |
| - | SL-4330-IPB-K9 | IP Base License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | SL-4330-UC-K9 | Unified Communication License for Cisco ISR 4330 Series or Equivalent | | 1 | |
| - | PWR-4330-AC | AC Power Supply for Cisco ISR 4330 or Equivalent | | 1 | |
| - | CAB-AC | AC Power Cord (North America), C13, NEMA 5-15P, 2.1m or Equivalent | | 1 | |
| - | MEM-FLSH-4G | 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard) or Equivalent | | 1 | |
| - | PVDM4-32 | 32-channel DSP module or Equivalent | | 1 | |
| - | MEM-43-4G | 4G DRAM (1 x 4G) for Cisco ISR 4300 or Equivalent | | 1 | |

| | | | |
|--|-------------------|---|---|
| - | SM-S-BLANK | Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR or Equivalent | 1 |
| - | SISR4300UK9-169 | Cisco ISR 4300 Series IOS XE Universal or Equivalent | 1 |
| 11 | SRST-EP | Cisco SRST - 1 SRST Endpoint License (E-Delivery Smart) or Equivalent | 1 |
| 12 | CON-ECMU-SRSTGTEP | SWSS UPGRADES Cisco SRST - 1 SRST Endpoint License (60 Months) or Equivalent | 1 |
| 13 | NIM-2FXS/4FXOP | 2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module or Equivalent | 1 |
| Product Total: | | | |
| Sales Tax: | | | |
| Licenses Total: | | | |
| Subtotal Non E-rate Eligible Items: | | | |
| Reid Grand Total (All items): | | | |

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venturer Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to Joint Venture: ***If an individual:*** _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

Exhibit D: E-rate Supplemental Terms and Conditions
Project: 2020 Network Equipment Bid
Savanna School District

1) E-Rate Contingency:

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. 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.

2) Service Provider Requirements:

Savanna School District has applied for E-Rate discounts since the program's inception. Suppliers are required to be in full compliance with all current requirements and future requirements issued by the SLD for participation in the E-Rate program throughout the contractual period of any contract entered into with Savanna School District as a result of this Bid.

Additionally, respondents are required to submit the following to substantiate E-Rate Service Provider compliance.

- Proposers Service Provider Identification Number (SPIN)
- Service Provider Annual Certification (SPAC) verification (2020/2021)
(SPIN contact page from USAC website will suffice)
- Verification that the proposer is an eligible telecommunications provider (Y) for the telecommunications aspect of this Bid
(SPIN contact page from USAC website will suffice)
- Proof that Proposer is not on FCC Red-Light Status
- Requires FCC Registration Number and documentation from FCC. Information can be accessed at <http://www.fcc.gov/redlight/>

Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

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).

Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

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.

3) **Service Provider Acknowledgments:**

The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

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).

The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. 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.

BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

The Service Provider attests that its offer does not violate the FCC's REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of "Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs" (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at <https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf>

This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. 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.

4) **Starting Services/Advance Installation – Category 2 Services:**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Installation of Category Two non-recurring services may begin on the April 1 prior to the July 1 start of the funding year. No invoices (FCC Form 472 or FCC Form 474) can be certified prior to July 1 of the funding year. It is intended that all work at all sites be complete and operational before the students return from summer break in August 2021. If work continues (with the Owner's approval) after this time, it must occur outside of school hours.

5) Invoicing:

Contractor will bill the District for the 100% of the services. Payments are due thirty days after acceptance of work in accordance with the invoice. A schedule of values shall be submitted to assist in verifying the amount of work completed. Should there be a dispute of the invoice amount due to work performed, it is the contractor's responsibility to prove that such work is performed and invoiced accordingly. The District shall not pay for incomplete or incorrect work. Contractor shall not stop work during the settlement of dispute. Savanna School District will provide the form 472 (BEAR form reimbursement process) directly to USAC with contractor involvement as needed.

6) FCC/SLD Auditability:

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this Bid for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) Procurement of Additional Goods and/or Services/Coterminous Expiration:

During the term of any Agreement resulting from this Bid, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

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: _____

END OF EXHIBIT C

Exhibit F: Non-Collusion Declaration
Project: 2020 Network Equipment Bid
Savanna School District

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

**DOCUMENTS TO BE SUBMITTED
BY SUCCESSFUL BIDDER
ONLY AFTER BOARD AWARD IS MADE**

These documents will be finalized and emailed to the awarded bidder.

Agreement

THIS AGREEMENT, dated the ___ day of _____, 20___, in the County of Orange, State of California, is by and between Savanna School District, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as 2020 Network Equipment Bid according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling for Bids, Information for Bidders, Special Provisions for Bidders, Bid Form & Matrix, Non-Collusion Affidavit, Workers' Compensation Certificate, Insurance Certificates and Endorsements, and all modifications, addenda, and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the District or Program Manager, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the lump sum amount of \$ _____

4. The work shall be commenced on or before the fifth (5th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within the number of consecutive calendar days (including punch list items) from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five-hundred Dollars (\$600.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 61 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 61 of the General Conditions.

6. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or

other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Article 16 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries
including accidental death, to any one
person in an amount not less than \$1,000,000.00 and,

Subject to the same limit for each person on
account of one accident,
in an amount not less than \$1,000,000.00

Property Damage Insurance
in an amount not less than \$1,000,000.00

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

15. Assignment. Contractor shall not assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, including right to payments hereunder, without the prior written consent of District. The Contract shall be binding on any authorized assignee, sublessee, transferee or other successor to the Contractor. If Contractor attempts, without District permission, to assign, sublet or by any other means transfer the Contract or any obligation, right, title or interest herein, the District may, at its option, terminate the Contract and shall thereafter be relieved from any and all obligations to Contractor and any purported assignee, sublessee or transferee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

SAVANNA SCHOOL DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

Email

Telephone

(CORPORATE SEAL OF CONTRACTOR, if corporation)

Workers' Compensation Certificate

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at § 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

Guarantee

Guarantee for _____. We hereby guarantee that the _____, which we have installed in 2020 Network Equipment Bid, has been done in accordance with the plans, drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year(s) from the date of completion of the Project ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Name of Subcontractor (if work performed by subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____ Address: _____

Telephone Number: _____

END OF PROJECT MANUAL