



Request for Proposal/Bid

for

E-Rate 19 Fiber-Optic Patch Cords

Bid No. 2016-3
Bids Due: March 31, 2016

GENERAL TERMS AND CONDITIONS

General - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

_____ - To receive consideration, bids shall be made in accordance with the following instructions:

Deadline for Receipt of bids – Bids will be received prior to **2:00 p.m. on March 31, 2016** after which time bids will be opened and publicly read aloud. Envelopes containing a Bid must be sealed, prominently marked with the Bid number, Bid title, Bid opening time/date and name of bidder, and submitted to:

**Sacramento City Unified School District
Contracts Office
5735 47th Avenue
Sacramento, California 95824**

Bids/Proposals: To receive consideration, Bids shall be made in accordance with the following terms:

1. **THE BID** All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS** Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS** A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or of similar intent, will be considered as non-responsive to the specific item.
8. **PRICES** Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the

deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Sacramento County for products listed herein.

9. **TAXES** Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

10. **PERFORMANCE GUARANTEE** The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Manager of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

11.

sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable sta

21. **DEFAULT BY CONTRACTOR** The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

22. **INSURANCE**

C. Severability If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause The successful bidder agrees to indemnify, defend and save harmless Sacramento City Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's office

bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination It is the policy of the Sacramento City Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful

5. Bidders must include three (3) reference sites using your product three (3) years or more. References from school districts or county offices of education in California are preferred.

Job Location
Contact name and telephone number
Date of contract
Equipment/Service Installed

29. REQUESTS FOR INFORMATION

Questions related to this bid should be submitted in writing via electronic mail to David-horowitz@scusd.edu no later than Monday, March 14, 2016. Specify "E-Rate 19 Fiber-Optic Patch Cords Bid 2016-3" in the subject line. Responses to all questions received will be posted on the Districts website, <http://www.scusd.edu/rfp>.

TECHNOLOGY SERVICES

Sacramento City Unified School District
David Horowitz, Network Specialist III
Technology Services
5735 47th Avenue
Sacramento, CA 95824
David-horowitz@scusd.edu

CONTRACT MANAGEMENT

Sacramento City Unified School District
Kimberly Teague, Contract Specialist
Business Services, Contracts
5735 47th Avenue
Sacramento, CA 95824
(916) 643-2464 Phone
Kimt@scusd.edu

BID FORM

BID NO. 2016-3: E-Rate 19 Fiber-Optic Patch Cords

| | |
|-------------|--|
| Shipping | |
| Grand Total | |

American Legion

**multimode or
singlemode duplex or
simplex**

| | | | | | | |
|------------|---------|------------------|----|--|-------------|--|
| | | | | | | |
| singlemode | simplex | LC-UPC to SC-APC | 3m | | | |
| | | | | | Sub total | |
| | | | | | Taxes | |
| | | | | | Shipping | |
| | | | | | Grand Total | |

Grand Total

Edward Kemble

| multimode or singlemode | duplex or simplex | connectors and singlemode endface polish | length | Qty | | |
|------------------------------------|------------------------------|---|---------------|------------|--|--|
| singlemode | duplex | LC-UPC to LC-UPC | 1m | | | |

John Kennedy

| multimode or singlemode | duplex or simplex | connectors and singlemode endface polish | length | Qty |
|------------------------------------|------------------------------|---|---------------|------------|
|------------------------------------|------------------------------|---|---------------|------------|

| | | | | | | |
|------------------------------------|------------------------------|---|---------------|------------|-------------|--|
| | | | | | Grand Total | |
| Oak Ridge | | | | | | |
| multimode or singlemode | duplex or simplex | connectors and singlemode endface polish | length | Qty | | |
| singlemode | duplex | LC-UPC to LC-UPC | | | | |

| | |
|-------------|--|
| Shipping | |
| Grand Total | |

| | | | | | | |
|---------------|--|--|--|--|--|--|
| Sutter | | | | | | |
|---------------|--|--|--|--|--|--|

| multimode or singlemode | duplex or simplex | connectors and singlemode endface polish | length | Qty | | |
|-------------------------|-------------------|--|--------|-----|-------------|--|
| singlemode | duplex | LC-UPC to LC-UPC | 1m | | | |
| | | | | | | |
| singlemode | simplex | LC-UPC to SC-APC | 3m | | | |
| | | | | | Sub total | |
| | | | | | Taxes | |
| | | | | | Shipping | |
| | | | | | Grand Total | |

| | | | | | | |
|--------------|--|--|--|--|--|--|
| Tahoe | | | | | | |
|--------------|--|--|--|--|--|--|

| multimode or singlemode | duplex or simplex | connectors and singlemode endface polish | length | Qty | | |
|-------------------------|-------------------|--|--------|-----|-------------|--|
| singlemode | duplex | LC-UPC to LC-UPC | 1m | | | |
| | | | | | | |
| singlemode | simplex | LC-UPC to SC-APC | 3m | | | |
| | | | | | Sub total | |
| | | | | | Taxes | |
| | | | | | Shipping | |
| | | | | | Grand Total | |

| | | | | | | |
|--------------------|--|--|--|--|--|--|
| West Campus | | | | | | |
|--------------------|--|--|--|--|--|--|

| multimode or singlemode | duplex or simplex | connectors and singlemode endface polish | length | Qty | | |
|-------------------------|-------------------|--|--------|-----|--|--|
| singlemode | duplex | LC-UPC to LC-UPC | 1m | | | |
| | | | | | | |

**multimode or
singlemode** **duplex or
simplex**

APPENDIX A

The District's eligible Fiber Optic Patch Cords include (or equivalent):

| | | | |
|------------------------------------|------------------------------|--|---------------|
| multimode or singlemode | duplex or simplex | connectors and endface polish | length |
|------------------------------------|------------------------------|--|---------------|

