

ABC UNIFIED SCHOOL DISTRICT  
Notice Calling for Bids  
ABC-1325 E-Rate Equipment

INSTRUCTIONS FOR BIDDERS

1. **PREPARATION OF BID FORM:** The District invites proposals on the form(s) enclosed to be submitted no later than 11:30 AM, December 21, 2007. All blanks on the Bid form must be appropriately filled in. Each proposal must be submitted in a separate sealed envelope bearing on the outside, the proposal number and closing date. It is the sole responsibility of the bidder to ensure that his proposal is received at the location specified in paragraph two below, no later than the time and date specified. Any proposals received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened.
2. **BID SUBMISSION ADDRESS:** Proposals shall be submitted to the Purchasing Department of the District on or before the date and time stipulated in paragraph one above. Bids should be mailed to ABC Unified School District, ATTN: Purchasing Department, 16700 Norwalk Blvd., Cerritos, CA 90703. If proposals are hand delivered, they should be delivered directly to the Purchasing Department, 16700 Norwalk Blvd., Cerritos, CA 90703. To be considered, all proposals must be received in the Purchasing Department by the time and date of closing. **District will not be responsible for lost or misdirected mail.**
3. **SIGNATURE:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal.
4. **MODIFICATIONS:** Changes in or additions to the bid form, alternative proposals, or any other modification of the Bid form which is not specifically called for in the Bid documents may result in the District's rejection of the proposal as not being responsive to the invitation to Bid. No oral, telephonic or facsimile modifications of any bid submitted will be considered.
5. **ERASURES:** The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the proposal.
6. **WITHDRAWAL OF BID:** Bidder may withdraw his proposal personally or by written request at any time prior to the scheduled closing time for receipt of Bid. After opening of bid Bids may not be withdrawn for a period of eighteen (18) months.
7. **INTERPRETATION OF BID DOCUMENTS:** If any bidder finds discrepancies in, or omissions from, the Bid documents, he/she may submit to the Purchasing Department of the District, a written request for clarification or corrections thereof. Request for clarifications **must be received in writing or fax** (562) 802-3846 no later than December 9, 2007. A copy of the request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations.

8. **BID SECURITY:** Each bid shall be accompanied by a certified or cashier's check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal, and a satisfactory surety company as surety, in an amount ten percent (10%) of the Bid Amount. **The check or bid bond shall be given as a guarantee that the bidder shall execute the contract in conformity with the bid documents. This bond shall remain open until receipt of equipment.**

9. **AWARD OF BID:** The District reserves the right to award in part or in whole, to reject any or all proposals or to waive any irregularities or informalities in any proposals or to add or delete quantities requested. The proposal, if awarded, shall be to the lowest responsible and responsive bidder, as determined solely by the District. All bids which are submitted hereunder shall remain open, valid and subject to acceptance for eighteen (18) months after the Bid deadline date. Prices shall remain firm for the duration of eighteen months due to the expected approval from USAC for E-rate funding.

10. **DEFAULT:** In the event the bidder to whom an agreement is awarded fails to perform in accordance with the terms and conditions of this bid and/or the resulting agreement(s), the District may terminate their orders in accordance with the DEFAULT provision of the Agreement.

11. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly, satisfactory evidence of his financial resources.

12. **ANTI-DISCRIMINATION:** It is the policy of the ABC Unified School District Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

13. **ASSIGNMENT OF THE AGREEMENT:** No Agreement awarded under this Bid or any resulting purchasing orders issued by the District shall be assigned without the prior approval of the District.

14. **LIABILITY:** The bidder shall hold the District, their officers, agents, servants and employees harmless from liability of any nature or kind whatsoever on account of use by the publisher or author, manufacturer or agent, of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Bid.

15. **QUANTITIES:** The quantities stated are estimates only, District reserves the right to purchase more or less of the quantities stated.

16. **PRICE GUARANTTEE:** Price must remain firm for the duration of eighteen (18) months from bid award date. Price shall include all shipping costs FOB Destination and other applicable fees. Do not however add sales tax, it shall be extended when the order is placed. Delivery must be completed no later than 21 days after receipt of order or bid bond shall be forfeited.

17. DISCOUNTS: Cash discounts shall be considered in determining low bid if the discount offered is for a 30-day payment period or longer. Cash discounts for less than 30 days shall not be considered in determining low bid.

18. WARRANTY: Labor and materials shall be warranted free from defects for a period in accordance with CISCO standard warranty.

19. SAFETY CODE: All materials must meet Cal OSHA/ HAZMAT minimum safety code requirement. Material safety data sheets must be provided to the Purchasing office upon receipt of order.

20. BID DOCUMENTS: The complete Bid shall include the following documents: Notice to Bidders, Instructions for Bidders, Specifications, and BID Form. Any of these documents shall be interpreted to include all the provisions of the other documents as though fully set out therein.

21. CISCO CERTIFICATION: Bidder must be a Certified CISCO Partner and able to install CISCO equipment. **Bidder to attach documentation to bid as proof.**  
\_\_\_\_\_Yes

22. ERATE Certification: Bidder must possess at time of bid a valid SPIN number. State SPIN Number here \_\_\_\_\_

23. Bid Preparation: All expenses incurred in preparation or submission of this bid shall be borne by the bidder.

24. Fees and Payment Upon receipt of an approved FCDL and Approved FCC Form 486, Contractor will bill the District for the nondiscounted portion of the services and will file FCC Form 474 for reimbursement from USAC. Upon request, District shall submit appropriate documentation or information to contractor to support any request for payment. 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.

25. Purchase Order The purchase order is intended to evidence intent to purchase services for the scope of work under this bid. The terms and condition of the purchase order shall be included as part of this contract. In case of conflict between the terms and conditions of the Purchase Order and this bid, the terms of this bid shall prevail.

26. Risk of Loss The liability for the installation or equipment shall rest with the contractor until the notice of completion has been filed by the District unless the damage or loss was caused by contractor's negligence. Contractor shall take all precaution in protecting their work and equipment in relation to this contract.

27. Limitation of Liability Except with respect to the indemnification obligations set out in this bid, contractor's entire liability for any other damage which may

arise hereunder, for any cause whatsoever and regardless of the form of action, whether in contract or in tort, including contractor's negligence or otherwise shall be subject to the limits of the insurance requirements under this agreement or \$2,000,000 whichever is greater. Contractor shall bear no liability for use of equipment, software or services provided under this agreement in connection with life support systems or devices or public safety systems except as expressly stated otherwise herein, contractor shall have no liability or responsibility for interoperability or compatibility of the system with third party products or systems that District may utilize in conjunction with the system or to which District may connect the system unless contractor substitute what is specified.

21. FEDERAL REQUIREMENT: In compliance with the Code of Federal Regulations, Title 45 – Public Welfare, Subtitle A – Department of Health and Human Services, Part 92 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, The District endeavors to solicit bids from small and minority firms, women's business enterprise and labor surplus area firms. General contractors are required to do the same for subcontractors

Date: \_\_\_\_\_

\_\_\_\_\_  
Proper Name of Bidder

\_\_\_\_\_  
Address

By \_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Signature

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

BID FORM

Bid # ABC 1325 E-Rate Equipment

BID CLOSING DATE: December 21, 2007  
11:30 AM

FOR  
ABC UNIFIED SCHOOL DISTRICT  
16700 Norwalk Blvd.  
Cerritos, CA 90703  
(310) 926-5566 x 21218

Date Issued: December 27, 2006

ABC UNIFIED SCHOOL DISTRICT  
BID FORM  
ABC-1325 E-Rate Equipment

TO: ABC Unified School District  
16700 Norwalk Blvd.  
Cerritos, CA 90703

1. Pursuant to and in compliance with the Instructions for Bidders and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Bid and the conditions affecting the performance of the Bid, hereby proposes and agrees to perform within the time stipulated, everything required for the amount herein set forth.
2. It is understood that the District reserves the right to reject this Bid as specified in the Instructions for Bidders and that this Bid shall remain open and not be withdrawn for a period of forty-five (45) days.
3. This Bid is subject to a cash discount of \_\_\_\_\_% thirty (30) days.

Date: \_\_\_\_\_

\_\_\_\_\_  
Proper Name of Bidder

\_\_\_\_\_  
Address

By \_\_\_\_\_  
Typed Name & Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Fax #

NOTE: If a bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

**BID FORM**

TO THE GOVERNING BOARD  
ABC UNIFIED SCHOOL DISTRICT

DATE \_\_\_\_\_

The undersigned, having carefully examined the Specifications, and any General Conditions, and the Special Conditions attached to:

It is understood that the District reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period of eighteen months to allow for the approval of E-Rate funding.

If the Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

Name of Vendor

\_\_\_\_\_

Type of Organization

\_\_\_\_\_

Signed by

\_\_\_\_\_

Title of Signer

\_\_\_\_\_

Address of Bidder

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Fax Number

\_\_\_\_\_

## BID FORM

TO: ABC Unified School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

### **Bid #ABC- 1325 E-Rate Equipment**

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the PURCHASING DEPARTMENT of said District for the **unit price** below. Price shall not include sales tax, it will be added upon order. Price shall include delivery FOB Destination to District Warehouse 12320 166<sup>th</sup> St., Cerritos.

### **SEE ATTACHED BID FORM**

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required bid security is hereto attached.

4. In the event the bidder to whom the Purchase Order is given fails or refuses to supply the equipment within the days stipulated in this bid, the District may declare the Bidder's bid deposit or bond forfeited as damages.

5. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or service by the bidder for sale to the District

pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the bidder.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Proper Name of Bidder

Date: \_\_\_\_\_

By \_\_\_\_\_  
(Signature of Bidder)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

Street Address: \_\_\_\_\_  
(Street Address) (State)

City and State: \_\_\_\_\_  
(City) (State) (Zip  
Code)

Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Area Code (Telephone No.)

Fax: (\_\_\_\_\_) \_\_\_\_\_

BID BOND

\_\_\_\_\_ of \_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
address  
City of \_\_\_\_\_, State of \_\_\_\_\_,

as Principal, and \_\_\_\_\_

\_\_\_\_\_  
a corporation organized and existing under the laws of the State  
of \_\_\_\_\_, legally doing business in California as an admitted surety  
insurer at

\_\_\_\_\_  
address  
City of \_\_\_\_\_, State of California, as Surety, are

indebted to ABC Unified School District

in the sum of Ten Percent (10%) of the TOTAL AMOUNT OF THE BID of the Principal  
submitted to the District for which payment Principal and Surety bind ourselves, our  
heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE  
PRINCIPAL has submitted to the accompanying bid dated \_\_\_\_\_, 200\_\_,

for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period  
specified therein after the opening of the same, or, if no period be specified, within sixty  
(60) days after said opening; and if the Principal is awarded the contract, and shall within  
the period specified therefor, or, if no period be specified, within five (5) days after the  
prescribed forms are presented to him for signature, enter into a written contract with the  
District, in accordance with the bid as accepted and give bond with good and sufficient  
surety or sureties, as may be required, for the faithful performance and proper fulfillment  
of such contract and for the payment for labor and materials used for the performance of  
the contract, or in the event of the withdrawal of said bid within the period specified or  
the failure to enter into such contract and give such bonds within the time specified, if the

Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications .

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ .

(Corporate Seal)

\_\_\_\_\_  
Principal  
By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name  
Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety  
By \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name  
Title \_\_\_\_\_

(Attached Attorney in  
Fact Certificate)