LAKESIDE UNION SCHOOL DISTRICT 12335 Woodside Ave. Lakeside, CA 92040

Switch and Wireless AP Hardware E-rate 2026-2027 RFP REQUEST FOR PROPOSAL

E-rate Funding Year 2026-2027

FOR

Switches and Wireless Hardware
Update current switches and wireless access points at each school
470 # 260001128
Submittals due on or before:
2:00 pm PST on January 16, 2026

RETURN SEALED RFP RESPONSES TO:

ATTN: Brian Beisigl Technology Manager LAKESIDE UNION SCHOOL DISTRICT 12335 Woodside Ave, Lakeside Union CA 92040

For additional information, please contact:

Brian Beisigl at bbeisigl@lsusd.net

INDEX

DOCUMENT	PAGE
Notice of Request for Proposal (RFP)	3
Introduction	4
Information for Proposers	5
General Conditions	14
Special Conditions	18
Specifications	19
Agreement*	22
Required Forms*	26
Proposal Quotation Sheets*	33

^{*}Signatures required and must be returned with proposal package.

NOTICE OF REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN that the Lakeside Union School District of San Diego County, California ("District"), acting by and through its Board of Education ("Board"), will receive up to but not later than **2:00 pm PST**, **January 16**, **2026**, sealed proposals for the award of a contract for **Switch and Wireless AP Hardware Erate 2026-2027 RFP**.

Each RFP response must conform and be responsive to this Notice to Proposers, the Information for Proposers, and all other documents comprising the pertinent Contract Documents. All interested parties may obtain a copy of the RFP package via email request to bbeisigl@lsusd.net.

Proposals shall be received at Lakeside Union School District located at 12335 Woodside Ave., Lakeside Ca 92040 and shall be opened at the stated time and place. **This is a non-public opening**. Responses must be sealed and clearly marked "Switch and Wireless AP Hardware Erate 2026-2027 RFP". Facsimile or electronic copies of the proposal will not be accepted. It is the proposer's responsibility to ensure its proposal is received at the District Office of Lakeside Union School District, Attn: Brian Beisigl by the date and time specified above. Any proposal that is submitted after this date and time shall be deemed non-responsive and returned to the proposer unopened.

The District intends to obtain maximum funding discounts under the Federal Communications Commission's E-rate program for eligible services and equipment procured as a result of this Proposal. Qualified vendors must provide a Service Provider Identification Number (SPIN) and Federal Registration Number (FCC-FRN) with the proposal. Vendors must be willing to work within the requirements of the E-rate program and must be able to provide all necessary documentation and apply billing per the terms of the E-rate program.

All forms must be completed, signed, and returned with the proposal. The basis of award for this project is best value to the District.

The District reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposal or in the bidding process.

No proposer may withdraw its proposal for a period of sixty (60) days after the date set for the receipt of proposals.

The Lakeside Union School District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable state and federal laws and regulations. The District office monitors compliance. Any individual who believes s/he has been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resources Office.

INTRODUCTION

- 1. **BACKGROUND:** The Lakeside Union School District ("District") is a public school district located in San Diego, County, California. The District serves approximately 4,500 students at 9 school sites.
- 2. **STATEMENT OF WORK:** The purpose of this proposal is to provide Ethernet switches and wireless access points needed to build networks and other projects throughout the school district at the prices offered herein and for the term of the contract.

The District will apply for E-Rate funding through the Universal Service Administrative Company (USAC) for the purchase of LAN equipment. The District may purchase equipment using this proposal for additional projects which may arise but may not be associated with the E-Rate program. Execution of this project, in whole or part, is solely at the discretion of the District. The District shall not be obligated to purchase any particular quantity of the items described herein.

This proposal is for PARTS.

In 2009 the District established its network using Cisco LAN and WAN equipment. Our District has continued to use Cisco equipment as the basis for our projects and upgrade installations. In more recent years we have looked into other brands of Switches and Wireless Access Points (Ruckus). The District's investment in training, management tools, and maintenance procedures is significant. In order to efficiently operate its LAN and WAN infrastructure, the District requests this proposal to be for Ruckus or equal LAN equipment. Please see the Proposal Quotation Sheets for the equipment desired.

If bidding equivalent equipment, the product must be equal in terms of compatibility, features, functionality, physical specifications and warranty. It will be the District's right to determine the equivalence of the equipment, pursuant to the substitution request procedures described in the Information to Proposers. Product specifications and any other substantiating data must be included with the substitution request for the District to determine if the part and the equivalent are equal.

If you are an authorized Ruckus reseller please provide proof of such from Ruckus.

Execution of the actions relating to this proposal are solely at the discretion of the District. The District shall not be obligated to purchase any particular quantity of items or services described herein.

- 3. **TERM:** The District is requesting an initial one-year term, with the option to renew for two additional one-year terms, for a maximum of three years; if mutually agreed upon, and determined to be in the best interest of the District. The initial contract period will commence on July 1, 2026 through September 30, 2027.
- 4. **VENDOR REQUIREMENTS:** The vendor must meet or exceed minimum qualification requirements as described herein. All submitted bids must provide at a

minimum, all requested information contained within the bid package. Any portion not included in the proposal may be cause for rejection by the District. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the Bid.

All information submitted is to be considered public knowledge and will be subject to the California Public Records Act or any other applicable laws.

QUESTIONS CONCERNING RFP: Any questions regarding or pertaining to this RFP must be requested prior to 2:00 PM on January 2, 2026 and are to be directed <u>via e-mail only</u> to Brian Beisigl, Technology Manager, at <u>bbeisigl@lsusd.net</u>.

Requests for Information/Clarification: All questions pertaining to this RFP must be requested by 2:00 p.m. on January 2, 2026. By 4:00 p.m., January 9, 2026, the District will respond to all questions timely submitted. All questions and the District's responses will be provided on the Bid page of the District's website: http://www.lsusd.net and uploaded to the Form 470. It is the vendor's responsibility to check the website frequently to ensure all addendums and clarifications regarding this bid have been reviewed and submitted, as required. Questions received after the date and time referenced above will not be addressed.

INFORMATION TO PROPOSERS

TIMELINE:

Advertisement

Substitution Request Deadline
Proposal Question Deadline
Substitution Request Responses
Proposal Question Responses
Proposal Question Responses
Proposal Deadline and Opening
Board Approval

December 12 and December 19, 2025
11:00 a.m., January 2, 2026
2:00 p.m., January 9, 2026
4:00 p.m., January 9, 2026
2:00 p.m., January 16, 2026
February 12, 2026* (*Tentative Date)

1. **Preparation of Proposal Form:** The District invites proposals on the attached form to be submitted by qualified vendors to the District at such time and place as is stated in the Notice to Proposers, not later than 2:00 p.m., January 16, 2026. Proposals shall be delivered to Business Services Department, Lakeside Union School District, 12335 Woodside Ave, Lakeside, CA 92040. All proposals must be submitted in sealed envelopes bearing on the outside the name of the proposer, its address, the proposal number, and the proposal name. No proposals will be accepted via email or facsimile. Each vendor must submit two (2) original "hard" copies and one electronic copy (.pdf) on a flash drive of its proposal to the District.

It is the proposer's sole responsibility to ensure that proposals are received in the aforementioned department by said time. A signature provided via a carrier's tracking system, does not ensure the proposal package has been received in the Business Services Department, 12335 Woodside Ave., Lakeside, CA 92040. Proposals that have NOT been delivered to, or received in, the Business Services Department prior to the stated time for opening, will be returned to the vendor unopened.

- 2. Securing Documents: Specifications and other contract document forms will be available without charge, and may be secured by prospective proposers in the Business Services Department of the Lakeside Union School District, 12335 Woodside Ave, Lakeside, CA 92040 or via email request to bbeisigl@lsusd.net. They will also be uploaded to the Form 470.
- **Submission**: To receive consideration, proposals shall be made in accordance with the following instructions:
 - a. Proposals shall be made upon the form obtained from the Business Services Department and properly executed. Proposals shall be legibly written in ink or typed before submission. Proposals are to be verified, as the proposals cannot be corrected after they are opened. The completed form shall be without interlineation, alterations, or erasures. However, mistakes may be crossed out and corrections made in the margin immediately adjacent to such mistake and initialed in ink by the person(s) authorized to sign the proposal. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - Before submitting a proposal, proposers shall, at their own cost and b. expense, carefully examine the Specifications and all other Contract Documents. Proposers shall fully inform themselves as to all existing conditions and limitations and shall insure that unit cost and total cost are reflected in the proposal. No allowance will be made because of lack of such examination or knowledge. The failure of a proposer to receive or examine any of the Contract Documents shall not relieve such proposer from any obligation with respect to the proposal or the requirements set forth in the Contract Documents. The District assumes no responsibility or liability to any proposer for, nor shall the District be bound by any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents made prior to execution of the Contract. The submission of a proposal shall be deemed prima facie evidence of the proposer's full compliance with the requirements of this section.
 - c. All proposals must be under sealed cover. District will not accept any proposals submitted by facsimile or electronic mail transmission.

- d. The proposal must be signed in the name of the proposer and must bear the signature in longhand of the person or persons duly authorized to sign the proposal.
- e. Changes in or additions to the proposal form, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal form not specifically called for in the Contract Documents may result in the District's rejection of the proposal as nonresponsive to the invitation to proposal.
- 4. Requests for Information/Clarification: All questions pertaining to Switch and Wireless AP Hardware Erate 2026-2027 RFP, must be requested prior to 2:00 p.m. on January 2, 2026. By 4:00 p.m., January 9, 2026, the District will respond to all questions timely submitted. All questions and the District's responses will be provided on the Proposal page of the District's website: www.lsusd.net or via email and uploaded to the Form 470. It is the vendor's responsibility to check the website frequently to ensure all addendums and clarifications regarding this proposal have been reviewed and submitted, as required. Questions received after the date and time referenced above will not be addressed.
- 5. **Brand Names and Substitution Requests:** The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict proposers to that manufacturer or specific article. An equal of the named product may be considered.

In order to substitute an item specified in the Quotation Sheet, the proposer must submit a substitution request, including information substantiating that the substituted item is equal, or better, and compatible with the District's specifications, by 2 p.m., January 2, 2026 via email to Brian Beisigl at bbeisigl@lsusd.net. The District will consider whether the request for substitution is valid and provide its final decision on the matter on January 9, 2026.

The make or brand and grade of the article on which the proposal is submitted should be stated in the proposal form. When the make or brand and grade of the article is not stated, it will be understood to be the specific article named by the District.

6. **Prices:** Pricing is to be submitted on the enclosed Proposal Quotation Sheet, included in the proposal packet. Corrections may be inserted prior to the proposal opening. Changes must be made in ink and initialed by the person signing the proposal or by his/her authorized representative. Pricing is to remain firm for the initial term of the contract, unless approved by the District in writing.

Proposals will be evaluated on the following criteria:

E-Rate Eligible Cost (50%), Methodology and Service Level - Cost of change, technology, billing capabilities,

account support team (25%), Experience, Financial soundness, Experience with district or

- References (20%) and Experience with the E-rate program (5%).
- **Taxes:** The District shall not be responsible for any taxes with the exception of sales tax or use taxes where applicable. Applicable taxes shall be added by the proposer to his invoice(s) and shall not be included in the proposal.
- **8. Proposal Negotiations:** A proposal to any specific requirement of the Request for Proposal with terms such as "negotiable", "will negotiate", or similar, may render the entire proposal non-responsive and subject to rejection.
- **9. Delivery:** All proposals on items shall be F.O.B. School District Central Warehouse. No charge for handling, packing, draying, postage, express, or for any other purpose will be allowed over and above the prices proposal.
- 10. Samples: When requested, proposers shall submit properly marked samples of each such article on which proposal is made. Each sample submitted must be marked in such manner that the marking is fixed so that identification of the sample is assured. Such marking shall state (1) name of proposer, (2) number of proposal, and (3) item number. Proposal and samples must not be sent in the same package. Samples must be furnished free of expense to the District and, if not destroyed by tests, will, upon request, be returned to the proposer at the at the proposer's expense. All articles shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the proposer. Because time is of the essence, samples must be received within three (3) days of the District's request.
- 11. Addenda or Bulletins: Any addenda or bulletins issued by the District during the time of the proposal process or forming a part of the documents issued to the proposer for the preparation of its proposal shall be covered in the proposal and shall be made a part of the Contract. Any additions or corrections will be addressed in the form of addenda that will be sent via email to the contact person who registered with the District for this opportunity. The addenda will also be uploaded to the Form 470.
- **12. Withdrawal of Proposal:** Any proposer may withdraw its proposal, either personally or by a written request, at any time prior to the scheduled time for opening of proposals.
- **13. Opening of Proposals:** Proposals will be opened at the time and place scheduled in the Notice to Proposers. **This is a Non-Public Bid Opening**.
- 14. Award or Rejection of Proposals: The Contract will be awarded to the successful vendor based on the selection criteria outlined in this request for proposals. The Governing Board of the District, however reserves the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality or irregularity in the proposals or in the proposal process. If a proposal fails to conform to requirements set forth in the Notice Inviting Proposals, or any of the other Contract Documents (including, without limitation, if the District determines that the proposal is unintelligible, internally inconsistent or ambiguous), the District may reject the proposal as not responsive to the Notice of Request for Proposal. The District may, but is not

required to, seek information from any vendor that may resolve an ambiguity in the vendor's proposal.

- **15. Withdrawal of Proposals After Opening:** No vendor may withdraw its proposal for a period of sixty (60) days after the date set for the opening of proposals.
- **16. Equal Proposals:** When proposals are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
- **Agreement:** The form of Agreement, which the successful vendor, as "Contractor," will **17.** be required to execute, is included in the contract documents and should be carefully examined by the vendor. The Agreement will be executed in two (2) original counterparts. The complete Contract consists of the following documents (the "Contract Documents"): Notice to Proposers, Introduction, Information to Proposers, Agreement (including all modifications thereof and duly incorporated therein), General Conditions, Special Conditions, Specifications, Non-Collusion Affidavit, Proposal Submittal Requirements, Payment Terms, Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion, Affirmative Action Program Form, Drug-Free Workplace Certification, Proposal Quotation Sheet, References, Addenda (if any), and the Purchase Order, if applicable. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all materials, equipment and transportation necessary for the proper delivery of all equipment or services called for in the Contract.
- 18. Interpretation of Documents: If any vendor submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other Contract Documents, or finds discrepancies in, or omissions from the drawings or other Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, the vendor may submit a request for an interpretation or correction thereof to:

Brian Beisigl
Technology Manager
Lakeside Union School District 12335 Woodside Ave., Lakeside CA 92040
bbeisigl@lsusd.net

All questions and inquiries regarding this RFP shall be submitted <u>via email only</u> on or before January 2, 2026.

It is the vendor's responsibility to verify all information. Any interpretations or corrections of the Contract Documents will be made only by Addendum duly issued and a copy of such Addendum may be emailed to each person receiving a set of such documents. The addendum will also be uploaded to the Form 470. The District will not be responsible for any other explanations or interpretations of the contract documents.

Any Addenda issued during the time of proposing, or forming a part of the documents loaned to the vendor for the preparation of its proposal, shall be made a part of the contract.

- 19. Proposers Interested in More Than One Proposal: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has quoted prices of materials to a proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or making a prime proposal. No person, firm, or corporation shall be allowed to proposal who has participated in the preparation of the contract specifications; a proposal by such a person, firm or corporation may be determined to be nonresponsive.
- **20. Damages:** The District shall hold the successful proposer liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the Contract Documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful proposer or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for the processing of third party orders resulting from the successful proposer's non-performance.
- 21. **Demonstrations:** If the District considers a need, proposer shall be required to arrange demonstrations of item or services proposal. Failure to be able to provide such working demonstration may disqualify the proposer's proposal submittal. Unless otherwise required by the District, proposers shall be required to provide the requested demonstrations at the Districts facility. All demonstrations shall be provided free of charge to the District. Proposers may be required to reimburse the District for travel to demonstrations not held at District's facility.
- **22. Inspection:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the proposer from any obligation to fulfill this contract. Defective items shall be made good by the proposer, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the proposer shall immediately remedy such defect in a manner satisfactory to the District.
- **23. Independent Price Determination:** By submission of a Proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor; and
- b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to award directly or indirectly to any other proposer or to any competitor; and
- c. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- d. Each person signing the proposal certifies that he/she:
 - i) Is the person in the vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to section a, b, c or d above; or
 - ii) Is not the person in the vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to Section a, b, c or d above.
- 24. Equal Employment Opportunity: The District is an equal opportunity employer. The vendor, in submitting its proposal certifies that it is an equal opportunity employer. In connection with the execution of these Contract Documents, the proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The proposer shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The proposer must sign the Affirmative Action Policy which must be attached and become a part of the proposal. In addition, the vendor agrees to require like compliance by any subcontractors employed to perform any work or services on the Contract
- District, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses (including attorney's fees) of any nature or kind whatsoever, for any injury or death of any person and for loss or damage to any property on account of, in connection with, or in any way arising out of the occupancy, use, service, operations, or performance under the terms of the Contract Documents resulting in whole or in part from the negligent acts or omissions of the proposer, subcontractor, or any employee, agent, or representative of the proposer or subcontractor. Proposer shall further save, defend, indemnify, and hold harmless the Lakeside Union School District, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses of any nature or kind whatsoever on account of the publisher or author, manufacturer or agent of any copyrighted or un-copyrighted

- composition, secret process, trademark, patented or unpatented invention, article or appliance furnished or used in its proposal.
- **26. Execution of Agreement:** The form of Agreement, which the successful proposer, as Contractor, will be required to execute, is included in the Contract Documents and should be carefully examined by the proposer. All proposers <u>must sign</u> the Agreement included in this invitation for bids and must return it to the District, together with the Proposal Form, the Quotation Sheets and any other documents requiring a signature and or submission. All of the above-referenced documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. It is the intention of the District that all proposals submitted to the District include all equipment necessary for the proper delivery of all items or services called for in the Contract Documents. The original term of this Agreement will be for one year.
- 27. Assignment of Contract: The successful proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this proposal form which may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of District's governing board. Notice is hereby given that the District will not honor any assignment made by the successful proposer unless consent in writing, as indicated above, has been given.
- 28. Conflicts Check: The District reserves the right, before any contract award is made, to require any firm to whom it may make a contract award, to do a conflicts check and disclose all actual and potential conflicts to the District. In the event a conflicts check is required, the District will provide a list of major vendors doing a significant amount of business with the District. The potential contractor must disclaim in writing any conflict of interest. Furthermore, the District reserves its rights to reject the selected firm if its conflicts check reveals actual conflicts and go to the next preferred firm.
- 29. Contact with Governing Board: Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any board member during the proposal process on any project on which the agent intends to or has submitted a proposal. Any agent, or associate, violating this policy shall be deemed disqualified from this contract opportunity. Should such contact come to light after the contract is awarded and the entity was deemed the successful vendor, the Board reserves the right to cancel any contract awarded.
- **Tobacco-Free District:** The District has been designated as a tobacco-free district. Tobacco use (smoked or smokeless) is prohibited at all times, on all District property and in District vehicles.
- **31. Filing Proposal Protests:** Following the opening of the proposals, the District will issue a notice of intent to award the contract. The notice will identify the vendor to whom the

District intends to award the contract and the date, time and place of the District's governing board meeting during which the award of the contract will be considered. Any vendor submitting a proposal may file a protest with the Assistant Superintendent for Business Services and Support in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone). In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than 4:00 p.m. on the fifth business day following the opening of proposals; (b) clearly identify the proposer on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the proposer for purposes of the protest; (c) clearly identify the specific bidding process, proposal or award of the contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a proposer does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a proposer files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting proposer. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a proposer other than as previously intended, or may award a contract to a proposer as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each proposer that desires to protest must file a protest in accordance with the foregoing requirements, and no proposer may rely on a protest by another proposer as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any proposal, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the proposer may have to pursue a claim, demand or action based on the bidding, any proposals, and/or any contract awarded for the project.

- **18. IRS Requirements:** The District shall view the legal position of the proposer as an "independent contractor" and that all persons employed to furnish equipment are employees of the proposer and not of the District.
 - a) The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the proposer is party.
 - b) The proposer will complete IRS form W-9 providing tax payer identification number and also indicate whether proposer is a corporation, sole-proprietor,

partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.

GENERAL CONDITIONS

- 1. Responsibility for Supplies and Materials: The Contractor shall be responsible for all items or services to be provided until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point, and prior to acceptance by the District or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment. The Contractor shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of their employment.
- 2. <u>Safety Requirements:</u> The District reserves the right to reject any materials, supplies, and equipment that, in the opinion of the District, is unsafe for its intended use or fails to meet established safety standards. The opinion of the District representatives shall be final. All items furnished to the District shall be free of unsafe areas due to design or workmanship. Specifically, all weld areas shall be smooth; exposed pipe or tube ends shall be capped or plugged in such a manner that it leaves only a smooth, protected end; all chains or railings shall be finished smooth and free of any burrs or sharp edges. There shall be no metal, fiberglass, or other fabrications with exposed sharp edges or corners. Any equipment rejected as unsafe shall either be corrected by or returned to the Contractor at no expense to the District.
- 3. **Specification Variance:** All materials, supplies, services and equipment furnished must be in conformity with the specifications and is subject to inspection and approval of the Purchasing Department. The District reserves the right to reject, at the risk and expense of the Contractor, any portion of any proposal which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

The District reserves the right to waive minor variations in specifications and evaluate proposal offerings and make awards considering the equipment being offered and its ability to perform the task for which it is being procured. Proposals varying from District specifications in any major detail are not solicited and may be disqualified. The District's decision shall be final.

4. Excuse for Nonperformance – Force Majeure Clause: The Contractor shall be excused from performance hereunder during the time and to the extent that is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout,

commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactory established that the nonperformance is not due to the fault or negligence of the party not performing.

- 5. <u>Stock Availability</u>: The Contractor will make such guarantee that the items proposed are available at the quantities specified.
- 6. **Quantities:** The quantities shown are approximate. The District reserves the right to increase or decrease quantities as required.
- 7. **Delay Due to Unforeseen Obstacles:** All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the vendor, or any agent or person employed by said vendor, shall be sustained by the Contractor. The Contractor shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.
- 8. Termination for Default: If the Contractor fails or neglects to supply or deliver any of said goods, articles or services at the prices named and at the times and places above stated, then the District may, without further notice or demand, cancel and rescind any or all items listed in the Contract Documents affected by such default and may, whether or not the contract is cancelled or rescinded, after written notice is given to the vendor, purchase said goods, supplies or services elsewhere and the prices paid by the District shall be considered the prevailing market prices at the time such purchases are made. Any extra costs so paid may be collected from the Contractor by the school district; it being specifically provided and agreed that time shall be of the essence of the contract.

In case of default by the Contractor, the Contractor hereby agrees that the District may procure the articles or services from other sources in accordance with conditions existing at the time, and the Contractor shall be responsible and liable for all damages, which may be sustained thereby.

9. <u>Indemnification:</u> The Contractor shall maintain, or cause to be maintained, such insurance as will protect the Contractor and the District from claims under workers' compensation laws, and such public liability insurance as will protect the Contractor and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to save harmless and to indemnify the District from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any person, firm or corporation directly, or indirectly employed by the Contractor upon or in connection with the Contractor's work, whether the said injury or damage occurs upon or adjacent to the work, the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
- 10. Governing Law and Venue: In the event of litigation, the proposal documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.
- 11. **Method of Ordering:** A purchase order(s) will be issued to the successful proposer(s).
- 12. **Packing Lists:** Each shipment must be accompanied by a packing list. Each packing list must reference the assigned <u>purchase order number</u>.
- 13. **<u>Delivery Time</u>**: Delivery must be made within <u>thirty (30) days</u> after receipt of order(s).
- 14. **<u>Delivery Location:</u>** All items ordered shall be delivered to the LUSD-Central Warehouse, 12335 Woodside Ave., Lakeside, CA 92040, unless otherwise noted and mutually agreed upon by the District and the Vendor. All shipments <u>must</u> reference the assigned purchase order number.
- 15. Late Fees: If the Contractor fails to deliver ordered goods by the time specified, the District may impose a late fee charge. This charge shall be taken as a credit against the Contractor's invoice. The late fee charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) for the late delivered goods. Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. Any agreement between the District and Contractor changing the specified delivery date must be in writing. Late fees will be assessed if the Contractor fails to meet the revised delivery date. In the event ordered goods are not received in a timely manner, the District reserves the right to order from the next qualified proposer, at which time the Contractor will be charged for the difference in cost.
- 16. **Invoicing and Payment:** Invoices shall be submitted in duplicate to:

Lakeside Union School District Accounts Payable 12335 Woodside Ave. Lakeside, CA 92040

Each invoice must reference the assigned purchase order number. A separate invoice is required for EACH PURCHASE ORDER NUMBER. The District will issue partial payments. Invoices for UNAUTHORIZED PURCHASES will be returned unpaid.

- 17. <u>Terms</u>: All terms set forth in the bid shall apply to all school districts using this contract. Terms shall include, but not be limited to price, delivery, applicable discounts, service, and packaging.
- 18. <u>Warranty Period:</u> All items shall be warranted against defects in material and workmanship for a period of one (1) year from date of delivery to the District, or longer as specified by manufacturer or vendor.
- 19. <u>Manuals:</u> The Contractor shall be required to provide one (1) manual for each piece of equipment listed herein, if requested.

SPECIAL CONDITIONS

E-rate Requirements

As previously stated, the District intends to obtain maximum funding for Network Hardware Equipment through the Federal Universal Service discount program for schools and libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). Vendors are required to participate and be in full compliance with all current requirements and future requirements issued by USAC, throughout the term and any extensions agreed upon between the vendor and District, as a result of this proposal.

Prices are to remain firm through SLD approval, execution, and duration of the contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the District and documented with a new price sheet sent to the District.

The successful Contractor shall be responsible for providing the District on a timely basis the applicable E-rate documents (such as the Item 21 Attachments and any certifications grids or forms required) and for providing discounts in accordance with E-Rate program rules and requirements on a timely basis. It is the Contractor's responsibility to maintain an invoicing and accounting system to track E-Rate discounts in a manner that is readily understandable by the District.

The District prefers "Service Provider Invoicing" (SPI) as the form of payment processing, when funding has been approved.

All vendors submitting proposals <u>must</u> be registered with USAC and must provide a Service Provider Identification Number (SPIN), and, their Federal Communications Commission Federal Registration Number (FCC-FRN) in their Proposal. Failure to provide the required SPIN and FCC-FRN, may result in the rejection of the proposal.

It is the vendor's responsibility to maintain certification with the USAC by filing the Service Provider Annual Certification Form (Form 473) each year that they provide service under this contract and any renewals mutually agreed upon.

Proposers wishing to obtain information regarding the E-Rate program are directed to access the Schools and Libraries Division of the USAC website at http://www.usac.org

In the event that E-Rate funding is not approved, or only partially approved, the District reserves the right to cancel any or all of the work awarded as a result of this proposal.

SPECIFICATIONS

Specifications for equipment must meet the following:

ICX7550-24F (ICX7550, 24(24X1/10G) SFP NO PSU/FAN)

- Must support 24 ports of 10 GbE SFP+ and 24x 100/1000 Mbps SFP ports per unit
- Must support 12 units in a stack
- Must support 10km long distance stacking
- Can stack on 4x40G or 2x100G rear facing QSFP ports, these ports can also be used as 2x40G or 2x100G uplinks when switch is standalone
- Must be manageable by Ruckus SmartZone network controller
- Premium Layer 3 IP routing license supports OSPF v2, OSPF v3 (IPv6), VRRP-E (IPv4, IPv6) and BGP4, BGP4+ (IPv6)
- Hot Swap Internal Power Supplies & Fans.
- Includes limited lifetime warranty with next business day hardware replacement and 3 years
 of support. All fans and power supplies must be included as part of the limited lifetime
 warranty.

ICX8200-24P (24-PRT POE 4X25G SFP28)

- Must support 24x 100/1000 Mbps RJ-45 PoE+ ports, 4x 1 GbE SFP Ports, 4x 10 GbE SFP+ Ports, 4x 25 GbE SFP28 Ports.
- Must support 12 units in a stack
- Must support 10km long distance stacking
- Must support dynamic POE allocation
- Must include 370W power supply
- Must be manageable by Ruckus SmartZone network controller
- Premium Layer 3 IP routing license supports OSPF v2, OSPF v3 (IPv6), VRRP-E (IPv4, IPv6) and BGP4, BGP4+ (IPv6)
- Includes limited lifetime warranty with next business day hardware replacement and 3 years
 of support. All fans and power supplies must be included as part of the limited lifetime
 warranty.

ICX8200-C08ZP (8-PRT MG POE 2X25G SFP28)

- Must support 4x 100Mbps/1Gbps/2.5Gbps ports with PoH
- Must support 2x ports of 10GE SFP+ with POE+ per switch
- Must support 12 units in a stack
- Must support 10km long distance stacking
- 802.3bt2 (90 W POE Power per Port)
- Must include 240W power supply
- Must be manageable by Ruckus SmartZone network controller
- Must Include Base Layer 3 IP routing feature set
- Must Include limited lifetime warranty with next business day hardware replacement and 3
 years of support. All fans and power supplies must be included as part of the limited lifetime
 warranty.

10G-SFPP-TWX-P-0108 (10GE SFP+ DAC Cable, 1M 8-Pack Passive)

- 10GbE transceivers support link lengths of 26m to 80Km
- Protocol-independent
- Hot-swappable
- Digital Optical Monitoring (DOM) support
- RoHS 5 and 6 compliant

10G-SFPP-SR (SFP+, Multimode Fiber)

- 10GbE transceivers support link lengths of 26m to 80Km
- Protocol-independent
- Hot-swappable
- Digital Optical Monitoring (DOM) support
- RoHS 5 and 6 compliant

E1MG-TX (100/1000BASE-T SFP Copper, RJ45 Connector)

- 802.3ab IEEE Standards
- Protocol-independent
- Hot-swappable

901-R750-US00 (R750 US DUAL BAND 11AX INDOOR AP 4X4:4)

- Dual band concurrent access point
- 2.4 GHz radio: 4x4:4 802.11b/g/n/ax
 - o 1148 Mbps max PHY rate
- 5 GHz radio: 4x4:4 802.11a/n/ac/ax
 - o 2400 Mbps max PHY rate
- Multi-User MIMO support
- Orthogonal Frequency Division Multiple Access (OFDMA)
- 20,40, 80, 80+80/160 MHz channel support
- Up to 1024 client associations
- BeamFlex + adaptive antennas with Polarization Diversity (PD-MRC)
- Ruckus SmartMesh
- Support for onboard IoT radios, BLE & ZigBee
- Backhaul: 1x 1000/2500Base-T, 1x SFP/SFP+
- Power: 802.3bt PoE input, AC input
- Downstream Connectivity: 1x USB Port, 1x 1000Base-T Ethernet Port
- Must be supported by SmartZone network controller for Unified wired and wireless network management
- Must support Ruckus SmartMesh
- Must be supported by SmartZone network controller for Unified wired and wireless network management
- Must be compatible with existing ZoneDirector controller
- Must be able to work with on-premise controller-appliance based or virtual controller

901-T750-US01 (T750 US01 4X4 11AX OUTDOOR AP)

• Dual band concurrent access point

- 2.4 GHz radio: 4x4:4 802.11b/g/n/ax
 - o 1148 Mbps max PHY rate
- 5 GHz radio: 4x4:4 802.11a/n/ac/ax
 - o 2400 Mbps max PHY rate
- Multi-User MIMO support
- Orthogonal Frequency Division Multiple Access (OFDMA)
- 20,40, 80, 80+80/160 MHz channel support
- Up to 1024 client associations
- BeamFlex + adaptive antennas with Polarization Diversity (PD-MRC)
- Ruckus SmartMesh
- Support for onboard IoT radios, BLE & ZigBee
- Backhaul: 1x 1000/2500Base-T, 1x SFP/SFP+
- Power: 802.3bt PoE input, AC input
- Downstream Connectivity: 1x USB Port, 1x 1000Base-T Ethernet Port
- Must be supported by SmartZone network controller for Unified wired and wireless network management
- Must support Ruckus SmartMesh
- Must be supported by SmartZone network controller for Unified wired and wireless network management
- Must be compatible with existing ZoneDirector controller
- Must be able to work with on-premise controller-appliance based or virtual controller

Licensing and Support for all hardware:

ICX7550-PREM-LIC (ICX 7550 Layer 3 Premium License), 7550-ZF-S-RMT-3 (WDOG REMOTE SPT, ICX7550-ZF,3Y), ICX7650-PREM-LIC (ICX7650 L3 PREMIUM ROUTING LICENSE OSPF), L09-0001-SG00 (SZ/vSCG AP License 1 AP), 7650-ZF-S-RMT-3 (WDOG REMOTE SPT, ICX7650-ZF-3Y),

AGREEMENT

THIS AGREEMENT, made and entered into this	day of	, 20,	, by and
between the Lakeside Union School District, a school	ol district organiz	ed and existin	ng under the
laws of the State of California ("District"), and		("Contractor")
for:			

Lakeside Union School District Switch and Wireless AP Hardware **Erate 2026-2027 RFP**

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

THE CONTRACT DOCUMENTS: The complete contract consists of the 1. following Contract Documents, which are hereby incorporated by this reference:

Notice to Proposers Introduction Information to Proposers **General Conditions Special Conditions Specifications** Agreement **Proposal Form** References Non-Collusion Affidavit

Drug-Free Workplace Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Affirmative Action Program

Proposal Quotation Sheet

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the "Contract Documents" or the "Contract."

The term of this Agreement shall commence upon execution of this agreement by all parties and shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from July 1, 2026 through September 30, 2027. Upon mutual agreement by both parties (i.e., Contractor and the District), this agreement may be renewed for additional one-year terms not to exceed a total of three years.

- 2. SERVICES, MATERIALS AND SUPPLIES: The Contractor agrees to furnish the service or services, the item or items of the stated proposal listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications and other Contract Documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said Contract before date of delivery. It is understood by the Contractor that all items or service will be promptly delivered to the District.
- 3. CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of which is based on the amounts stipulated on the accepted proposal.
- 4. PAYMENTS. The Contractor shall submit a detailed invoice that includes, at a minimum, the purchase order number and detailed list of the item(s) ordered, which shall also be provided in duplicate at the time of delivery. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.
- 5. TERMINATION FOR DEFAULT: If Contractor fails or neglects to supply or deliver any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

- 6. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.
- 7. EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

- 8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon full execution of this Agreement by the parties. The Contractor is obligated to completely and satisfactorily perform the Contract within the time period(s) specified in the Contract Documents.
- 9. THE DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall remedy such defect in a manner satisfactory to the District.
- 10. REMOVAL OF REJECTED ITEMS: All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
- 11. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.
- 12. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.
- 13. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Proposers. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

- 14. CONDITIONAL PROPOSAL: The District reserves the right to reject any proposal which imposes conditions or terms on purchases which were not specified in the original proposal document.
- 15. NON-FUNDING OF ERATE: The District's obligation to procure services provided under this Contract are contingent upon Lakeside Union School District receiving a fully funded E-Rate Funding Commitment Decision Letter (FCDL) for each year of eligible services. No termination liability penalties will apply if either E-Rate money discounts are denied, reduced, or discontinued.
- 16. TERMINATION: This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Contract.
- 17. AUTHORITY TO EXECUTE: The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.
- 18. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

CONTRACTOR:	DISTRICT:
	Lakeside Union School District
By:	By: Lisa Davis
Title:	Title: <u>Assistant Superintendent, Business Services</u>
Date:	Date:
	Governing Board Date:

REQUIRED FORMS

PROPOSAL FORM

Board of Education Lakeside Union School District

12335 Woodside Avenue Lakeside, CA 92040

RE: Request for Proposal "Switch and Wireless AP Hardware Erate 2026-2027 RFP"

TO: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the proposal package for the above-referenced proposal, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Compan	y
Legal Status	(i.e., sole proprietorship, partnership, corporation)
Tax I.D. Number	(i.e., sole proprietorship, partitership, corporation)
Tax 1.D. Number	(Sole Proprietorship only)
Address	
Authorized	
Representative:	Signature
	Name (print or type)
	Title
Date: Telephone: Fmail:	

REFERENCES

Include three (3) references of like jobs that have been completed within the last year. Failure to provide may lead to a determination of non-responsiveness. **DO NOT INCLUDE THE LAKESIDE UNION SCHOOL DISTRICT AS A REFERENCE.**

Company Name		
Contact Person		
Title		
	_Email	

Company Name		
Contact Person		
Title		
	_Email	

Company Name		
Contact Person		
Title		
Address		
Phone	_Email	

NON-COLLUSION AFFIDAVIT

State of California County of San Diego.		
that the proposal is not made in partnership, company, association, on the collusive or sham; that the proposer to put in a false conspired, connived, or agreed with that anyone shall refrain from bide indirectly, sought by agreement, coprice of the proposer or any other proposal price, or of that of any ot body awarding the contract of any contained in the proposal are true; submitted his or her proposal price.	the parties the parties the interest of, or on borganization, or corporation poser had not directly or or sham proposal, and he any proposer of anyone ding; that the proposer immunication, or confere proposer, or to fix any over the proposer, or to secur one interested in the proposer or any breakdown that it is thereto, or paid, and, association, organization	ion; that the proposal is genuine and indirectly induced or solicited any has directly or indirectly colluded, he else to put in a sham proposal, or has not in any manner, directly or note with anyone to fix the proposal erhead, profit, or cost element of the re any advantage against the public poposed contract; that all statements poser has not directly or indirectly, hereof, or the contents thereof, or and will not pay, any fee to any on, proposal depository, or to any
Signature of Corporate Office		Date
"I declare under penalty of perjury true and correct. Executed this day of		te of California that the foregoing is, California
Signature		Date
Authority: Public Contract Code 710	06	

CCP 2015.5

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Lakeside Union School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Company Name	
Signature	_
Printed Name/Title	

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither principals are presently debarred, suspended, provoluntarily excluded from participation in this tragency. I further agree that I will include this clatransactions, solicitations, proposals, contracts, a contractor or any lower participant is unable to explanation to this solicitation proposal.	oposed ransaction with ause with ause with and sub-	for debarment, declared ineligible, or on by any Federal department or thout modification in all lower tier contracts. Where the proposer/offeror/
IN WITNESS WHEREOF, this instrument has babove named proposer on theday ofof submission of this proposal.		•
(Corporate Seal)	Bv	
(corporate sear)	- J	Signature
		Typed or Printed Name
		Title
		Date
As the awardee under this Proposal, I hereby ceas of the date of contract award, specifically, as the purposes of award of this contract.		
(Corporate Seal)	Ry	
(Corporate Sear)	Бу	Signature
		Typed or Printed Name
		Title
		Date

AFFIRMATIVE ACTION PROGRAM

This is an Equal Employment Opportunity Status Report. If the anticipated amount of the contract exceeds \$10,000, or if the anticipated annual amount of purchase orders placed with a vendor exceeds \$10,000, preparation of this form is required.

Firm Name		Telephone	
Street Address		City State	
Zip Code		Number of Employees	
This firm is:	Independently Own	ed and Operated	
	An Affiliate	Parent Company	
or or	A Subsidiary of	Address	
	A Division of:		
******	******	***********	
Contractor Has	Contractor Has Not		
		Held contracts or subcontracts subject Opportunity Clause of Executive Orde	-
		Filed Equal Employment Opportunity Report EEO-1 when required.	y Information
		Developed a written Affirmative Actio	n Program.
		opportunity Program has, has not oportunity Compliance Review. If	
******		************	****
Signature		Date	
Title			

BID QUOTATION SHEET

LAKESIDE UNION SCHOOL DISTRICT SWITCH AND WIRELESS AP HARDWARE RFP PROPOSAL QUOTATION SHEET Page 34 to 39

Company	Agent's Name:
Spin #	Phone # ()
	Email
FCC-FRN#	Address:

Item #	Part # (or Equivalent)	Quantity	Description	Manufacturer or Equivalent	Location	Price	Total Cost
1	ICX7550-24F	2	Entry-Level Aggregation 24 Ports 1G/10G SFP/SFP+ Switch	Ruckus	Winter Gardens	\$	\$
2	7650-ZF-S-RMT-3	2	WDog REMOTE SPPRT, ICX7650-ZF, 3Y	Ruckus	Winter Gardens	\$	\$
3	L3 PREMIUM ROUTING LICENSES OSPF ICX7550	1	ICX7550 L3 Premium Routing license OSPF	Ruckus	Winter Gardens	\$	\$
4	ICX8200-24P	6	Ruckus ICX 8200-24P - 24 Port POE Switch ICX8200-24P is a 24 port POE stackable Ethernet switch	Ruckus	Winter Gardens	\$	\$
5	ICX8200-C08ZP	6	Ruckus ICX 8200-C08ZP - 8 Ports Multigigabit PoE Switch	Ruckus	Winter Gardens	\$	\$
6	L3 PREMIUM ROUTING LICENSES OSPF ICX7650	1	ICX7650 L3 Premium Routing license OSPF	Ruckus	Winter Gardens	\$	\$

7	10G-SFPP-TWX-P-0108	4	10GE SFP+ DAC Cable, 1M 8-Pack Passive	Ruckus	Winter Gardens	\$ \$
8	901-R750-US00	22	R750 US DUAL BAND 11AX INDOOR AP 4X4:4	Ruckus	Winter Gardens	\$ \$
9	10G-SFPP-SR	40	high-performance SFP+ transceiver designed for networking applications requiring fast data transfer rates	Ruckus	Winter Gardens	\$ \$
10	L09-0001-SG00	22	SZ/vSCG AP license 1 AP	Ruckus	Winter Gardens	\$ \$
11	7550-ZF-S-RMT-3	2	WDog REMOTE SPPRT, ICX7550-ZF, 3Y	Ruckus	Winter Gardens	\$ \$
12	E1MG-TX	2	100/1000BASE-T SFP COPPER, RJ-45 CONNECTOR	Ruckus	Winter Gardens	\$ \$
13	ICX7550-24F	2	Entry-Level Aggregation 24 Ports 1G/10G SFP/SFP+ Switch	Ruckus	Lakeside Middle School	\$ \$
14	E1MG-TX	2	100/1000BASE-T SFP COPPER, RJ-45 CONNECTOR	Ruckus	Lakeside Middle School	\$ \$
15	L3 PREMIUM ROUTING LICENSES OSPF ICX7550	2	ICX7550 L3 Premium Routing license OSPF	Ruckus	Lakeside Middle School	\$ \$
16	ICX8200-24P	5	Ruckus ICX 8200-24P - 24 Port POE Switch ICX8200-24P is a 24 port POE stackable Ethernet switch	Ruckus	Lakeside Middle School	\$ \$
17	ICX8200-C08ZP	4	Ruckus ICX 8200-C08ZP - 8 Ports Multigigabit PoE Switch	Ruckus	Lakeside Middle School	\$ \$
18	901-R750-US00	3	R750 US DUAL BAND 11AX INDOOR AP 4X4:4	Ruckus	Lakeside Middle School	\$ \$
19	L09-0001-SG00	3	SZ/vSCG AP license 1 AP	Ruckus	Lakeside Middle School	\$ \$

					Lakeside Middle	
20	10G-SFPP-TWX-P-0108	2	10GE SFP+ DAC Cable, 1M 8-Pack Passive	Ruckus	School	\$ \$
21	10G-SFPP-SR	25	high-performance SFP+ transceiver designed for networking applications requiring fast data transfer rates	Ruckus	Lakeside Middle School	\$ \$
22	7550-ZF-S-RMT-3	2	WDog REMOTE SPPRT, ICX7550-ZF, 3Y	Ruckus	Lakeside Middle School	\$ \$
23	ICX7550-24F	2	Entry-Level Aggregation 24 Ports 1G/10G SFP/SFP+ Switch	Ruckus	Tierra del Sol	\$ \$
24	L3 PREMIUM ROUTING LICENSES OSPF ICX7550	2	ICX7550 L3 Premium Routing license OSPF	Ruckus	Tierra del Sol	\$ \$
25	ICX8200-24P	8	Ruckus ICX 8200-24P - 24 Port POE Switch ICX8200-24P is a 24 port POE stackable Ethernet switch	Ruckus	Tierra del Sol	\$ \$
26	ICX8200-C08ZP	5	Ruckus ICX 8200-C08ZP - 8 Ports Multigigabit PoE Switch	Ruckus	Tierra del Sol	\$ \$
27	10G-SFPP-TWX-P-0108	3	10GE SFP+ DAC Cable, 1M 8-Pack Passive	Ruckus	Tierra del Sol	\$ \$
28	E1MG-TX	2	100/1000BASE-T SFP COPPER, RJ-45 CONNECTOR	Ruckus	Tierra del Sol	\$ \$
29	10G-SFPP-SR	25	high-performance SFP+ transceiver designed for networking applications requiring fast data transfer rates	Ruckus	Tierra del Sol	\$ \$
30	7550-ZF-S-RMT-3	37	WDog REMOTE SPPRT, ICX7550-ZF, 3Y	Ruckus	Tierra del Sol	\$ \$
31	ICX8200-24P	1	Ruckus ICX 8200-24P - 24 Port POE Switch ICX8200-24P is a 24 port POE stackable Ethernet switch	Ruckus	Dream Academy	\$ \$
32	E1MG-TX	2	100/1000BASE-T SFP COPPER, RJ-45 CONNECTOR	Ruckus	Dream Academy	\$ \$

33			Ruckus ICX 8200-C08ZP - 8 Ports Multigigabit		Dream Academy	
	ICX8200-C08ZP	1	PoE Switch	Ruckus		\$ \$
	10G-SFPP-TWX-P-					
34	0108	1	10GE SFP+ DAC Cable, 1M 8-Pack Passive	Ruckus	Dream Academy	\$ \$
35	10G-SFPP-SR	4	high-performance SFP+ transceiver designed for networking applications requiring fast data transfer rates	Ruckus	Dream Academy	\$ \$
36	L3 PREMIUM ROUTING LICENSES OSPF ICX7650	1	ICX7650 L3 Premium Routing license OSPF	Ruckus	Dream Academy	\$ \$
37	901-R750-US00	10	R750 US DUAL BAND 11AX INDOOR AP 4X4:4	Ruckus	Dream Academy	\$ \$
38	901-T750-US01	3	T750 US01 4x4 11AX OUTDOOR SFP MGigE	Ruckus	Dream Academy	\$ \$
39	L09-0001-SG00	13	SZ/vSCG AP license 1 AP	Ruckus	Dream Academy	\$ \$
40	7650-ZF-S-RMT-3	1	WDog REMOTE SPPRT, ICX7650-ZF, 3Y	Ruckus	Dream Academy	\$ \$
41	ICX8200-24P	5	Ruckus ICX 8200-24P - 24 Port POE Switch ICX8200-24P is a 24 port POE stackable Ethernet switch	Ruckus	Riverview	\$ \$
42	ICX8200-C08ZP	5	Ruckus ICX 8200-C08ZP - 8 Ports Multigigabit PoE Switch	Ruckus	Riverview	\$ \$
43	10G-SFPP-TWX-P-0108	2	10GE SFP+ DAC Cable, 1M 8-Pack Passive	Ruckus	Riverview	\$ \$
44	901-R750-US00	2	R750 US DUAL BAND 11AX INDOOR AP 4X4:4	Ruckus	Riverview	\$ \$

					T	1
45	L09-0001-SG00	2	SZ/vSCG AP license 1 AP	Ruckus	Riverview	\$ \$
46	ICX8200-24P	6	Ruckus ICX 8200-24P - 24 Port POE Switch ICX8200-24P is a 24 port POE stackable Ethernet switch	Ruckus	Lakeside Farms	\$ \$
47	ICX8200-C08ZP	4	Ruckus ICX 8200-C08ZP - 8 Ports Multigigabit PoE Switch	Ruckus	Lakeside Farms	\$ \$
48	10G-SFPP-TWX-P-0108	1	10GE SFP+ DAC Cable, 1M 8-Pack Passive	Ruckus	Lakeside Farms	\$ \$
49	901-R750-US00	2	R750 US DUAL BAND 11AX INDOOR AP 4X4:4	Ruckus	Lakeside Farms	\$ \$
50	L09-0001-SG00	2	SZ/vSCG AP license 1 AP	Ruckus	Lakeside Farms	\$ \$
51	ICX8200-24P	4	Ruckus ICX 8200-24P - 24 Port POE Switch ICX8200-24P is a 24 port POE stackable Ethernet switch	Ruckus	Lakeview	\$ \$
52	ICX8200-C08ZP	4	Ruckus ICX 8200-C08ZP - 8 Ports Multigigabit PoE Switch	Ruckus	Lakeview	\$ \$
53	10G-SFPP-TWX-P-0108	1	10GE SFP+ DAC Cable, 1M 8-Pack Passive	Ruckus	Lakeview	\$ \$

Hardware Total: \$

Tax: \$

Total Solution: \$

NO QUOTE IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

#