MORENO VALLEY UNIFIED SCHOOL DISTRICT
25634 Alessandro Blvd.
Moreno Valley, CA 92553

BID NO. 15-16-26
E-RATE XIX (19) OUTDOOR AP EQUIPMENT
(2016-2017)

Project Manager: Aaron Barnett
**Table of Contents**

**Title Sheet**  
**Table of Contents**

---

**Bidding Requirements**

- Notice Calling for Bids Advertisement ................................................................. 2  
- Instructions to Bidders ......................................................................................... 3  
- General Conditions ............................................................................................... 9

---

**Bid Forms**

- Bid Form ........................................................................................................... 12  
- References .......................................................................................................... 13  
- Non-Collusion Affidavit ...................................................................................... 15  
- Certificate of Workers Clearance ................................................................. 18  
- Certificate of Workers Compensation ......................................................... 18

---

**Supplemental**

- Special Conditions .......................................................................................... 24
NOTICE CALLING FOR BIDS

BID NO. 15-16-26 E-RATE XIX (19) OUTDOOR AP EQUIPMENT

NOTICE IS HEREBY GIVEN that the Board of Education of the Moreno Valley Unified School District is requesting bids for: BID NO. 15-16-26 E-RATE XIX (19) OUTDOOR AP EQUIPMENT

All bids must be submitted on forms furnished by the District.

Companies interested in bidding can download appropriate bid documents from the Purchasing Department website: www.mvusd.net/Purchsing.

Request for Information (RIF) will be DUE by, Friday, February 19, 2016, at, 4:00 p.m... Bids must be delivered in sealed envelopes or emailed to the Purchasing Department, at the above address, up to, but no later than, Monday, March 28, 2016 at 10:00 A.M. at which time they will be opened and publicly read. Each envelope must be clearly marked on the front with the bid name, bid number, closing time and date: BID NO. 15-16-26 E-RATE XIX (19) OUTDOOR AP EQUIPMENT

All proposals must be quoted delivered and installed, if necessary, to the designated site. No additional freight, drayage, or labor charges will be permitted or allowed.

The Board of Education of the Moreno Valley Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality, and acceptability of materials proposed and its compliance to the specifications, and to not necessarily accept the lowest bid of any offered if it is in the best interest of the District.

Respondent will take all necessary steps to avoid the appearance of conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict.

No bidder may with draw their bid for a period of ninety days (90) after the date set for the opening of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete bid component and cannot be altered in anyway.

By Order of the Board of Education -Josie H. Ripoly, Director of Purchasing

Posted on mvusd.net/purchasing
Publication Advertised: Thursday, February 4, & Monday, February 8, 2016
INSTRUCTIONS TO BIDDERS

Bid No.: 15-16-26 E-RATE XIX (19) OUTDOOR AP EQUIPMENT
Date Due: Monday, March 28, 2016 - 10:00 a.m.

PROPOSALS:

A) Bids must be submitted on forms furnished by the District in order to preserve uniformity and to facilitate the award of contract(s). Bids will not be considered without the following documents: BID’s Forms Listed on page 11.

B) Bids shall be delivered to Moreno Valley Unified School District, Purchasing Department, at its office on or before the day and hour set for the opening of bids in the Notice Inviting Bids published in the Press Enterprise. Bids shall be enclosed in a sealed envelope clearly marked with the description of the bid and the name of the bidders. Any Bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

C) Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.

D) Bids must be in ink or, preferably, typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to or above. The person signing the bid document must initial bid changes.

E) Bid Signatures on all bids must show firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by each signature must be fulfilled.

F) Moreno Valley Unified School District will not be responsible for errors or omissions on the part of Bidders. Verify your bids before submission as they cannot be withdrawn or corrected after being opened or withdrawn for a specified time period.

G) Bids may not be withdrawn for a period of ninety (90) days from the date of bid opening.

H) Request for Information/Clarification regarding this BID are due on Friday, February 19, 2016 at 4:00 p.m.

I) Since this an E-Rate Project for 2016-2017 fiscal year, vendors must have and E-Rate Spin number to qualify.

ADDENDA:
The District reserves the right to issue addenda to the documents, as it may desire at any time prior to the time fixed for receiving bids. A copy of all such addenda will be promptly mailed or faxed to each Bidder. The number of each addendum shall be listed on the vendor’s bid form.
INTERPRETATION OF DOCUMENTS:
If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact Purchasing, to request interpretation or correction thereof.

The Moreno Valley Unified School District may require that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the Purchasing Department and a copy of such Addendum will be faxed, or mailed to each person receiving a set of such documents. The Moreno Valley Unified School District will not be responsible for any other explanation or interpretation of the proposed documents.

BIDDERS INTERESTED IN MORE THAN ONE BID:
No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting sub-proposal or quoting prices to other bidders.

PRICING:
A) Prices must be stated in units specified on the bid form.
B) In case of discrepancy between the unit price and the extension, the unit price shall prevail.
C) All prices bid shall be total prices and shall include all costs such as delivery, postage, express and any applicable charges (except sales tax), F.O.B. Moreno Valley Unified School District or any of its locations within the District. District will add sales tax as purchase orders are processed.
D) Totals shown are approximate and are minimum estimates for the period of contract. Quantities herein are not a guarantee of any quantity purchase as a result of this proposal.

AWARD OR REJECTION OF BIDS:
A) Award will be issued to a single vendor supplier that can fulfill all terms and conditions in this bid packet. All bids must be submitted on forms furnished by the District. Award will be based on a total of all line items and vendors capacity to fulfill the following:
1. Accept and bill against a district purchase order.
2. Indicate the number of days for delivery of a complete shipment of everything listed on the bid form.
3. Provide a designated account representative to assist in all components of the contract.
4. Provide with bid submittal a copy of company return policy on products that are defective, unsatisfactory or ordered in error.
5. Must have an E-Rate spin number.

Bids may be rejected on grounds on non-responsiveness or non-responsibility.
B) The bid award shall not become binding upon the DISTRICT until communication in writing is issued to the successful bidder(s).

C) The amount of goods may be increased or decreased without affecting the unit cost in a bid.

D) The Department and Board of Education shall be sole judge of equivalency.

E) The District may consider prompt payment discounts (only terms of 2%/20 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost. The district may consider volume discount programs.

F) AN AUTHORIZED OFFICER OR EMPLOYEE MUST SIGN WITH THE FIRM NAME AND BIDS. Obligations assumed by such signature shall be binding.

G) The District reserves the right to require Bidder information regarding financial responsibility or such other information as the District determines is necessary to ascertain whether a bid is in fact the lowest responsible Bid submitted. The successful Bidder(s) may be required to furnish a letter or organization listing the firm’s members, officers of the corporation, and those persons authorized to sign legal documents.

H) The District reserves the right to interview vendor prior to award and after award of bid. If the vendor cannot furnish the needs of the District (i.e., invoicing, delivery, electronic ordering) or meet the terms of bid, it is understood that the District may go to the next responsible bidder.

REFERENCES:
Vendors responding to this bid request must provide at least five (5) references with bid indicating similar contract(s) company, name, address, phone number, contact name, and total number of contracted years.

INDEMNIFICATION AND INSURANCE REQUIREMENTS:
Each party agrees to indemnify, defend and hold harmless the other party and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from or based upon any negligent or wrongful, errors or omissions committed solely by the other party and its authorized officers, employees, agents and volunteers related to the performance under this Agreement, hereunder and for any costs or expenses incurred by the other party on account of any claim therefore, except where such indemnification is prohibited by law.

INSURANCE:
Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown.

Workers’ Compensation (According to Labor Code Section 3700) – A program of Workers’ Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including
Employer’s Liability with $150,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to District that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the District’s Risk Manager will waive the requirements for Workers’ Compensation coverage.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance. If the District’s Risk Manager determines that there is no reasonable priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and on-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000).

**ADDITIONAL NAMED INSURED:**
All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**POLICIES PRIMARY AND NON-CONTRIBUTORY**
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

**PROOF OF COVERAGE:**
The vendor shall immediately furnish certificates of insurance to the District Purchasing Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

**BIDDER INFORMATION:**
The Governing Board reserves the right to require of bidder information regarding financial responsibility or such other information as the Board determines necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. Moreno Valley Unified School District will not be responsible for errors or omissions on the part of Bidders.

**ASSIGNMENT OF CONTRACT:**
No assignment by the Bidder of any contract to be entered into hereunder or any part thereof, or of funds to be received hereunder by the Bidder, will be recognized the Moreno Valley Unified School District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and consented thereto in writing.
DEFAULT:
In case of default by the vendor, the District may procure the materials and supplies from other sources and may deduct the excess costs from any unpaid balance due the vendor. The prices so paid shall be considered the prevailing market price at the time such purchase is made. The vendor selling to the District will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, flood, strikes or acts of God.

NON-APPROPRIATED FUNDS:
CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:
The bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.

HOLD HARMLESS:
The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and sub Bidder, or any employee, agent or representative of vendor and/or sub Bidder.

SUBSTITUTIONS AND SAMPLES:
All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those referenced, the Bidder must state on the bid the brand, model number, or other trade designation on each item bid other than “as specified”. See Specification Sheet/Bid Form for requirements. If substitution is requested, the substitution request form must be completed.

SPECIFICATIONS:
Certain specifications are set forth herein for the purpose of establishing standards, and are not intended to preclude any vendor from bidding who can substantially meet those specifications. Vendors may propose equipment or materials equal to those specified herein, but each deviation from the specification must be set forth in detail. The Board of Education shall be the sole judge as to whether such deviations are, in fact, substantially equal to those set forth herein, and whether such deviations are acceptable to the District. Vendor must complete the substitution form included in the bid packet.

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equal". Bidders shall furnish complete specifications of each item and, if requested to do so, a sample of the item proposed. Such samples shall be furnished at no cost or obligation to the District, for the purpose of testing and evaluation. If not destroyed in such testing, the sample will be returned to the vendor after award of bid is made.
If bidder does not indicate he is proposing an item other than that specified, it is understood and agreed that he will be furnishing the item as specified. Shipment of unauthorized substitutions will be returned to the vendor at his expense for exchange or credit at the option of the District.

**FINGERPRINT LAW:**
Contractors must comply with fingerprinting law, per Education Code Section 45125.1.
GENERAL CONDITIONS
BID NO. 15-16-26 E-RATE XIX (19) OUTDOOR AP EQUIPMENT

QUANTITIES:

THE MORENO VALLEY UNIFIED SCHOOL DISTRICT DOES NOT GUARANTEE THAT ALL ITEMS OR QUANTITIES SHOWN ON THIS BID WILL BE PURCHASED. Quantities indicated are approximate and the District reserves the right to increase or decrease the number of units to be purchased if deemed necessary. All prices quoted must be firm for not less than one year from award of bid.

ERRORS AND OMISSIONS:

RESPONSIBILITY FOR ERRORS AND/OR OMISSIONS ON THE PART OF BIDDER IN MAKING UP THEIR BIDS WILL NOT BE ASSUMED BY THE SCHOOL DISTRICT. All bids must be typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink, prior to bid opening, by the person signing the bid. Bids must be verified before submission as they cannot be withdrawn after acceptance by the Purchasing Department.

MANUFACTURE BRAND:

STATE BRAND AND MODEL NUMBER OF EACH ITEM PROPOSED IN PLACE PROVIDED ON BID FORM. All vendors must state in bid whether bidding per specifications or equal specifications. If quoting other than the make, model or brand specified, the manufacturer's name and the catalog number must be given in the space provided for "Brand or Model Bid". If alternates are specified, samples may be required for examination by the District. Such samples must be furnished free of expense and without obligation to the District. If not consumed or destroyed by tests, samples will be returned at bidder's expense, provided the bidder requests return, otherwise thirty (30) days after the bid opening the samples shall be disposed of by the District.

SAFETY REQUIREMENTS:

All equipment proposed in response to this bid must conform to the Safety Orders of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at time of bid. All portable power tools and equipment must be provided with three (3) wire grounding type cord and plugs or be double insulated to prevent electric shock. All stationary equipment shall be furnished with magnetic type switches located within easy reach of operator. Material Safety Data Sheets, when applicable, must be furnished under separate cover directly to the Purchasing Department. Failure to furnish said safety data sheets may delay payment of invoices rendered.

RECYCLED PRODUCTS:

All bids for paper and paper products, including bids for printing contracts, shall specify the minimum, if not the exact, percentage of recycled products in the products offered and both the post-consumer and secondary waste content. Fitness and quality being equal, the district shall purchase recycled products whenever available at no more than the total cost of non-recycled products (if applicable).
STATE SALES TAXES:
State sales taxes will be paid by the DISTRICT, and are not to be included in the bidder's quotation unless a space for such tax is shown on the Bid Form. School Districts are exempt from federal excise taxes. Exemption certificates will be furnished upon request.

DELIVERY:
Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. Price quoted shall be F.O.B. destination point(s) specified in the bid. All costs for delivery, drayage, insurance, freight, or the packing of said items are to be borne by the bidder. All shipments are to be accompanied by a packing slip listing the proper purchase order number, the P.O. number shall appear on all cases or packages, plus all shipments must be delivered inside or desk top. See list of school sites and departments.

BONDS:
SUCCESSFUL BIDDERS MAY BE REQUIRED TO POST A ONE HUNDRED PERCENT (100%) FAITHFUL PERFORMANCE BOND if such bond is specified in the Instruction to Bidders.

INDEPENDENT CONTRACTORS:
Vendor shall be an independent contractor while engaged in carrying out the terms and conditions of the purchase order and will NOT be considered an officer or agent of the District. The supplier shall maintain adequate insurance to protect his interest during term of the contract.

EQUAL EMPLOYMENT OPPORTUNITY:
Bidders shall comply with all equal employment opportunity provisions of federal, state and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the bidder and be in effect during the performance of the contract. The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public projects because of the sex, race, color, national origin or ancestry, religion, or handicap of such persons.

BID PREPARATION COST:
Cost for preparing bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the District.

TOBACCO-FREE:
Moreno Valley Unified School District became a tobacco-free workplace. "Tobacco-free" shall mean prohibition of the use of tobacco or tobacco products on any part of the School District grounds or buildings, in District vehicles and at any time by anyone on District property.

CONFLICTS OF INTEREST:
Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under own bid and that no person having any such interest shall be subcontracted in connection with this bid, or employed by Respondent. Respondent will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict of interest.
Failure to comply with the above provisions shall constitute grounds for immediate rejection of the proposal, in addition to whatever other remedies the District may have.

PIGGYBACK AUTHORIZATION:
For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the counties of Riverside, San Bernardino, San Diego, Los Angeles and Orange, California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118(K-12) and 206542 (Community Colleges) of the Public Contract Code.

The Moreno Valley Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid;

PRICING-TERM OF CONTRACT:

A minimum contract term is twelve (12) months. Quote prices must stay in effect until June 30, 2016. Contract may be extended upon mutual consent of District and vendor for additional twelve (12) months periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 39644 and 81644. A maximum price increase of 5% per contract term may be negotiated subject to existing market conditions. In the event of a general price decrease the District reserves the right to terminate the bid award unless the decrease is passed on to the District.

MULTI-YEAR EXTENSION:
Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 81644, this bid may be extended (by mutual annual consent expressed in writing) for two (2) additional school fiscal years. This contract is not an evergreen contract. (Definition: Agreement between two parties that is automatically renewed (rolled over) after each completion- or maturity period, until canceled by the either party.)

TERMINATION CLAUSE:
The Moreno Valley Unified School District and the Vendor each reserve the right to cancel, for any reason, lack of service, and all or any portion of services covered by this contract. Due to the budget conditions the District may utilize the Non-Appropriation Clause. To exercise this right, a thirty (30) day written notice must be given.
Bid Forms

- References
- Non-Collusion Affidavit
- Certificate of Workers Clearance
- Workers Compensation Certificate
- Bid Form
- Substitution Request Form
- General liability Certificate
  (According to Insurance section of the bid.)
- Attach Business License
- W9
VENDOR REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the proposal of any vendor who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the vendor is “non-responsible” and poses a substantial risk of being unable to supply the material or equipment or to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the vendor has previously supplied material to or performed work, reference checks and examination of all public records.

3. The vendor must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Moreno Valley Unified School District.

4. FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

5. EXAMPLE: Your references should be listed in the following format (facts are example only)

   (a) Work for X Y Z Unified School District
   (b) Phone # (222) 123-4567
   (c) 999 Holly Drive, L. A., CA  92000
   (d) Contact:  J. Q. Jones III at above #
6. **Reference #1**
   District or Entity: ____________________________________________
   Phone#: _______________________________________________________
   Address: _______________________________________________________
   Name of Contact: ______________________________________________

Reference #2
District or Entity: ____________________________________________
Phone #: _______________________________________________________
Address: _______________________________________________________
Name of Contact: ______________________________________________

Reference #3
District or Entity: ____________________________________________
Phone #: _______________________________________________________
Address: _______________________________________________________
Name of Contact: ______________________________________________

Reference #4
District or Entity: ____________________________________________
Phone #: _______________________________________________________
Address: _______________________________________________________
Name of Contact: ______________________________________________

Reference #5
District or Entity: ____________________________________________
Phone #: _______________________________________________________
Address: _______________________________________________________
Name of Contact: ______________________________________________
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE ) ss.

______________________, being first duly sworn, deposes and says that he or she is
of______________________, the party making the foregoing bid; that the bid is not made in the
interest of, or on behalf of, any undisclosed person, partnership, company, association,
organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has
not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and
has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone
else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any
manner, directly or indirectly, sought by agreement, communication, or conference with anyone
to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element
of the bid price, or of that of any other bidder, or to secure any advantage against the public body
awarding the contract of anyone interested in the proposed contract; that all statements contained
in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her
bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative
thereto, or paid, and will not pay, any fee to any corporation, partnership, company association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham
bid.

Subscribed and sworn to (or affirmed) before me this _____day of
______________________, 2016

-CORPORATE SEAL-

(Signature of officer)

(Typed name of officer)

(Office)
CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Moreno Valley Unified School District:

I, ___________________________ (Consultant) certify that:

Name of Contractor/Consultant

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at ______________________, California on ______________. Date

____________________________________
Signature

____________________________________
Typed or printed name

____________________________________
Title

____________________________________
Address

____________________________________
Telephone
EXHIBIT "B"

List of Individuals Who May Come in Contact With Pupils

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>State if Employee or Sub-Contractor</th>
</tr>
</thead>
</table>

CONTRACTOR’S CERTIFICATE
REGARDING WORKERS’ COMPENSATION

Labor Code Section 3700.

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

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

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

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

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

________________________________________

________________________________________

________________________________________

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

MORENO VALLEY UNIFIED SCHOOL DISTRICT
Vendor Response Cover sheet for E-rate XIX (2016/2017)

The Moreno Valley Unified School District (District) is seeking proposals for E-rate project contracts.

Contracts will be valid from **July 1, 2016 through June 30, 2017 or September 30, 2017** and are to be renewable for up to five (5) years at the discretion of the District.

Company Name: __________________________________________

Address: ________________________________________________

Contact email Name: ______________________________________

Telephone Number: _______________________________________

Please select **ONLY** one (1) option below (you may duplicate this page if you wish to respond to more than one type of services).

Please check the type of service to which you are responding:

Category 2

a) Internal connections _______

   1. Wireless LAN Electronics and Licensing _______
The decision as to whether a proposed request for substitution is equal to a Specified Item shall be the sole discretion of District **All equipment and licensing requested or equivalent must be compatible with the Cisco 8510 Wireless Controller and Cisco Prime Infrastructure 3.0.**

<table>
<thead>
<tr>
<th>AP Package</th>
<th>Quantity</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>Cisco AIR-CAP3702E-A-K9 or equivalent</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Cisco AIR-ANT2566P4W-R or equivalent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Licensing Package</th>
<th>Quantity</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>Cisco L-LIC-CT8500-1A or equivalent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Eligible School</th>
<th>AP Package Quantity</th>
<th>Licensing Package Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>BADGER SPRINGS MIDDLE</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>LANDMARK MIDDLE</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>MOUNTAIN VIEW MIDDLE</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>PALM MIDDLE</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>VISTA HEIGHTS MIDDLE</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>CANYON SPRINGS HIGH</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>MORENO VALLEY HIGH</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>VALLEY VIEW HIGH</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>VISTA DEL LAGO HIGH</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>BAYSIDE COMM DAY (MVCLC)</td>
<td>5</td>
<td>10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL QUANTITY</strong></td>
<td><strong>55</strong></td>
<td><strong>110</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

Total Cost  
Sales Tax  
Shipping and Handling  
Attach warranty, number of days of delivery
* SUBSTITUTION REQUEST FORM  
(If Applicable)

Moreno Valley Unified School District

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

<table>
<thead>
<tr>
<th>Specified Item</th>
<th>Requested Item</th>
<th>Substituted Item</th>
<th>Agree to Provide Specific Item</th>
<th>In the Event Request is Denied</th>
<th>District Decision</th>
</tr>
</thead>
<tbody>
<tr>
<td>1._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
<tr>
<td>2._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
<tr>
<td>3._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
<tr>
<td>4._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
<tr>
<td>5._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
<tr>
<td>6._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
<tr>
<td>7._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
<tr>
<td>8._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
<tr>
<td>9._________</td>
<td>___________</td>
<td>___________</td>
<td>Yes</td>
<td>No</td>
<td>Grant Deny</td>
</tr>
</tbody>
</table>

1 Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder’s bid will be considered non responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for substitution is denied, bidder shall execute the Agreement and provide such Specified Item(s) and if bidder fails to execute the Agreement with the Specified Item(s), bidder’s bond will be forfeited.
I, the undersigned, as an authorized agent of ______________________________ (Service Provider Name), hereby certify that I have read the bid packet, E-rate Special Conditions and Supplemental Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above. Attach a copy of ‘Business licenses.

Signature: _______________________________ Title: _______________________________

Phone Number: __________________________ Email: _____________________________

Service Provider Name:

__________________________________________________________
This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and (6) will require no change of the construction schedule.

The undersigned states that the following paragraph, unless modified on attachments, are correct:

1. The proposed substitution does not affect the dimensions shown on the Drawings.

2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.

3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.

4. Maintenance and service parts will be available locally for the proposed substitution.

Name of Bidder: ____________________________

By: _______________________________________

District: _________________________________

By: _______________________________________
MORENO VALLEY UNIFIED SCHOOL DISTRICT
Vendor Response Information sheet for BID NO. 15-16-26 E-RATE XVIII (19)
OUTDOOR AP EQUIPMENT

SPECIAL CONDITIONS

Priority Two

Vendors may respond to any or all requests.

The work or contract for services shall not begin prior to July 1, 2015. This RFP is contingent on E-rate Year 18 funding. This RFP shall only be executed if E-rate funding is granted by the Schools and Libraries Division (SLD) for these projects. The SLD may fund portions, all, or none of these projects. In addition, the Applicant reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

RFP Documents may be obtained from two sources, 1.) The Moreno Valley Unified School District official webpage. (www.mvusd.net/purchasing) If document is downloaded from MVUSD website, it is the responsibility of the proposer to check for posted addenda, if any. 2.) Through an email request to the Dept. of Information Technology. [erate@mvusd.net]

A. Internal Connections

Wireless LAN

The District is seeking addition of wireless LAN devices depending on e-rate funding. The District currently uses Cisco AP3702i/e access points controlled by a Cisco 8510 Wireless Controller. The District has standardized on the Cisco AIR-ANT2566P4W-R external antennas for all external antenna access points. These antennas should be included in the RFI in the same quantities as the external access points listed below. Currently MVUSD has standardized on CISCO for all Switches, Routers, and Wireless, however any equivalent or better will be considered as long as RFI specs are met. All bided components must meet the requirements to interoperate with the district’s current CISCO components and be configured, monitored and maintained through the existing CISCO software applications. The District will consider all Manufacturer equivalent or provider, providing the criteria as indicated above has been met. The Manufacturer Part Numbers below are to be used as reference. Any additional items required to complete this project must be included in the Bid.

Please note: All or “equal” components must not void and must be supported by corresponding manufacture warranty.
E-RATE SUPPLEMENTAL CONDITIONS

Signed copy to be returned with bid response

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1. The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate.

2. The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: http://www.usac.org/sl/providers/step01/

5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

6. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html

7. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2015.

8. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
9. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

10. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.

12. Even after award of contract(s) and/or e-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

13. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.

14. In the event of questions during an e-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

15. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

16. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

17. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

18. This offer is in full compliance with USAC’s Free Services Advisory [http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx](http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx). There are no free
services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

19. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC [http://www.usac.org/sl/applicants/step07/invoice-check.aspx](http://www.usac.org/sl/applicants/step07/invoice-check.aspx).

20. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: [http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx](http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx).