

RFP-06-23-24



**Procurement of Student Technology Laptop
Equipment & Services**

FOR

District-Wide Usage

MARCH 05, 2024

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Student Technology Laptop Equipment & Services for District-Wide Usage RFP-06-23-24

I. INTRODUCTION

California enacted Prop 35 in 2000 which requires a competitive selection process for hiring Construction Consultants. Accordingly, the Board of Trustees of the East Side Union High School District ("District" and/or "ESUHSD") has determined that Construction Consultants, who wish to do business with the District, should submit proposal to participate in this request.

The District was established in 1950 and serves over 24,000 students in grades 9-12 at 12 comprehensive high schools, five alternative education sites, seven child development centers, and six independent charter schools. The District offers a robust career technical education program through its magnet programs, CA Academies, and an ROP JPA. The Adult Education Program serves an additional 8,100 students. The District has the fourth largest high school enrollment in the State and the largest in Northern California.

Located in the City of San Jose, Santa Clara County (Silicon Valley), the District encompasses 180 square miles, which geographically parallels approximately 14 miles of the East Foothills of the Valley. Within the East Side community of San Jose, there are approximately 161,092 households with a population of 574,502 residents. Seven feeder elementary districts send students to ESUHSD. The equitable community of this urban school district prides itself on its ethnic and cultural diversity. It is considered an ideal community because of its appealing climate, geographical location, and proximity to cultural centers and numerous institutions of higher learning.

Proposition 39 Measures G, E, I, I – Ed Tech, Z, and N

In 2002, voters in the ESUHSD approved Bond **Measure G** in the amount of \$298 million for the purpose of modernizing existing school facilities and building new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure G, with seven active projects to be completed.

In 2008, voters in the ESUHSD approved Bond **Measure E** in the amount of \$349 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure E, with 30 active projects to be completed.

In 2012, voters in the ESUHSD approved Bond **Measure I** in the amount of \$120 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure I, with 26 active projects to be completed.

In 2014, voters in the ESUHSD approved Bond **Measure I – Ed Tech** in the amount of \$113.2 million for the purpose of improving educational technology equipment projects and supporting systems and software within the District, which includes increasing computer access, upgrading educational software, and keeping pace with 21st century technology innovations while meeting the statewide testing requirements. To date, there are 12 active project categories to be completed.

In 2016, voters in the ESUHSD approved Bond **Measure Z** in the amount of \$510 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. Measure Z currently has 32 active projects to be completed.

In 2022, voters in the ESUHSD approved Bond **Measure N** in the amount of \$572 million for the purpose of continuing the modernization of existing school facilities and building of new facilities, improving educational technology equipment projects, and supporting systems and software to support the changing needs of K-12 education in the District. Projects are in the planning phase.

II. PROJECT BRIEF

The District is seeking proposals from various technology vendors to submit competitive proposals for the procurement of Lenovo Chromebooks (or similar/equivalent alternatives) to furnish students with devices aimed at enriching their learning experience and facilitating comprehension, in accordance with Public Contract Code 20111 and 20112. This Request for Proposal ("RFP") defines the services sought from the various technology vendors and generally outlines the project requirements.

PROJECT SPECIFICATIONS

Vendors shall provide itemized pricing on the following technology equipment and must comply with the following **MINIMUM** specifications:

- Quantity: 5,000 - LENOVO 100e CHROMEBOOK GEN 3 (or similar/equivalent alternatives on approval)
 - Intel Celeron N4500 Processor / 1.1GHz (2.8GHz) / 4 MB Cache
 - 11.6" HD LED backlight 1366 x 768 Anti-glare
 - 4GB LPDDR4x (soldered)
 - 32GB eMMC Hard Drive
 - RealTekWireless 8822CE 2X2 AC, Bluetooth 5.0
 - 45WHr Battery
 - 1 Year Warranty
- CHROME OS management software license for each device
- Enterprise enrollment and management of Chromebook devices
 - Devices will be placed in proper OU as determined by ESUHSD
- 5,500 MAXCASES NEOPRENE SLEEVE VERTICAL 11" (or similar/equivalent on approval)
 - Cases will fit the provided Chromebook devices
 - Durable, water-resistant construction
 - Exterior pocket
 - ID holder
- 500 LENOVO 45W STANDARD AC ADAPTER (USB TYPE-C) (or similar/equivalent on approval)
- The vendor will accept delivery and warehouse all devices and accessories
- Each device will receive an ESUHSD asset tag to be placed on the underside of the device
- The vendor will provide an inventory of each device, including device description, computer name, serial number, hardware PO#, MAC address, and location
- Each Chromebook and case will have a matching label. The label will include the computer name and serial number with a barcode. A label will be placed on the Chromebook's underside and the case's exterior pocket
- Each device will be verified to be in working order upon delivery
- Delivery will be from June 3, 2024, through June 14, 2024, for approximately 4,000 devices.

- The balance of devices will be delivered as needed during the 2024-2025 school year.
- Deliveries will arrive on-site within 72 hours of the request
- Deliveries will occur Monday - Friday, 7:00 AM - 3:30 PM
- ESUHSD will designate a primary contact person for all deliveries.
- Delivery locations include:
 - **Andrew P. Hill High School**, 3200 Senter Road, San Jose, CA 95111
 - **Evergreen Valley High School**, 3300 Quimby Road, San Jose, CA 95148
 - **Independence High School**, 617 N. Jackson Avenue, San Jose, CA 95133
 - **James Lick High School**, 57 N. White Road, San Jose, CA 95127
 - **Mt. Pleasant High School**, 1750 S. White Road, San Jose, CA 95127
 - **Oak Grove High School**, 285 Blossom Hill Road, San Jose, CA 95123
 - **Piedmont Hills High School**, 1377 Piedmont Road, San Jose, CA 95132
 - **Santa Teresa High School**, 6150 Snell Avenue, San Jose, CA 95123
 - **Silver Creek High School**, 3434 Silver Creek Road, San Jose, CA 95121
 - **W.C. Overfelt High School**, 1835 Cunningham Avenue, San Jose, CA 95122
 - **Yerba Buena High School**, 1855 Lucretia Avenue San Jose, CA 95122
 - **Calero High School**, 420 Calero Avenue, San Jose, CA 95123
 - **Foothill High School**, 230 Pala Avenue, San Jose, CA 95127
 - **ESUHSD Warehouse**, 830 N. Capitol Avenue, San Jose, CA 95133

****NOTE: Proposals should include shipping and CA sales tax. All prices should include all labor and material costs, and any discounts offered and proposal prices are to be F.O.B. to various school sites.**

III. SCOPE OF SERVICES

Engagement Summary

The vendor will set up services for the District's student laptops. This includes standard asset or property tagging (using customer-provided tags), imaging, and delivery to designated ESUHSD school sites and distribution to the District's students.

Setup Services

To be completed offsite.

SPECIFICATIONS: Materials furnished must conform to the specifications and will be subject to the inspection and approval of the ESUHSD's Information Technology Department. All specifications are minimal requirements that must be met or exceeded. Alternate proposals submitted on forms other than those supplied by the District will negate all proposals submitted under that item.

BRANDS: All vendors must indicate the manufacturer's brand name and product number of the item proposed, if other than what is specified. ESUHSD reserves the right to decide what an acceptable similar or equivalent product in this proposal is.

RECEIVING AND WAREHOUSING: Vendor will receive and warehouse laptop systems of multiple configurations as well as customer-provided asset tags. Inventory will be shipped directly to vendor. ESUHSD is responsible for shipping the respective asset tags (type/quantity) to the vendor's facility in conjunction with each equipment purchase.

LOGISTICS AND PROJECT MANAGEMENT: Vendor will supply all logistics and project management for the project items covered under this contract.

STANDARD BAR-CODED ASSET OR PROPERTY TAGS: Before delivery to ESUHSD, Vendor will apply a customer-provided, asset or property tag to each computer per ESUHSD specifications. Exact location of asset or property tags will be given to Vendor in a photographic or graphic form as well as text.

PROOF OF CONCEPT: Vendor will send one Google enrolled device with labels, asset or property tags to ESUHSD for testing and final approval. This contract allows for up to two (2) tests until approval is given and the final version is established.

PACKAGING COMPUTERS FOR DELIVERY: Vendor will return computers to finished goods boxes with all packaging. Accessories to remain in the finished goods boxes, but software and manuals can be aggregated by model.

DELIVERY: Vendor will deliver laptops to designated ESUHSD sites per the Project Specification. Normal delivery may occur between 7:00 AM and 3:30 PM weekdays. A central distribution site set up and power will be arranged by ESUHSD personnel.

INSTALLATION/SET UP:

Vendor will be responsible for taking the computers out of the finished goods boxes, assembling the power cords and unpacking the sleeve for the students receiving the computer. Packing materials would be kept and thrown away by the integrator.

ASSET DATABASE: Within five (5) business days after completion of the project, Vendor will provide an electronic excel spreadsheet named "Asset Database", with a copy of all items deployed. Report to include some or all of the following fields, to be chosen by the District's representative:

1. Date of Purchase
2. Purchase Order Number of Product Purchased
3. Vendor Name/Number
4. Computer/Product Part Number
5. Product Serial Number
6. Product Manufacturer Name
7. Computer/Product Description
8. Computer Serial Number
9. Asset Tag Number, if applicable
10. Computer Ethernet MAC address
11. Computer Airport card MAC address
12. Student Name & Student's Room Number, if applicable
13. School Site Installed
14. Location/Room Number
15. Product Unit cost/item including sales tax
16. Purchase Order Number of vendor for which the professional services are being provided under.

Report will also include reference to any hardware found DOA (Dead on Arrival). It will be Vendor's responsibility to update the Asset Database upon receipt of DOA replacements from vendors.

DOA (DEAD ON ARRIVAL) PROCEDURE: Vendor will identify any malfunctioning or DOA computers before ESUHSD delivery and give repair information to manufacturer's representative so that any defective systems can be replaced or repaired by manufacturer before delivered to ESUHSD.

ESUHSD RESPONSIBILITIES:

1. Designate a Project Manager to work with Provider.
2. Project Manager will provide images, spreadsheets required, asset tags, approvals, be the main point person for all communications and provide an authorized signature on the Vendor Confirmation of Acceptance of Services document at end of project.
3. Designate a Logistics Coordinator who will provide installation information and an overview map of the delivery site with the single delivery location marked.
4. Designate a Site Coordinator who will provide a clear parking area at the single delivery site for the Provider's delivery vehicles.
5. Site Coordinator will assure freight elevators will be available for use if there are deliveries to floors other than ground.
6. Provide a district-based representative to sign an acceptance document receipt when delivery is completed at the single sites.

RESOLUTION: Provider will perform conference calls as necessary and coordinate to resolve delivery and technical issues with Vendor and ESUHSD personnel.

INSURANCE: Provider will carry the necessary insurance to insure all Vendor products received prior to and during transportation to the designated school site. Provider will provide Proof of Insurance to ESUHSD upon request.

COMPLETION: Provider's Site Management will coordinate completeness of installation and verify all agreed upon installation procedures were followed with Vendor and ESUHSD designated personnel.

IV. TIMELINE/SCHEDULE AND EVALUATION

A. General Schedule

The District anticipates the below general schedule/milestones; however, this is not a schedule-based contract. These dates are approximate and may change due to project phasing and/or financing issues. The selected firm shall provide a schedule that demonstrates achievement of services within these overall time frames, but may modify intermediate dates to fit the proposing firm’s methodology.

ACTION ITEM/DESCRIPTION	SCHEDULE
Release of RFP	March 05, 2024
Request for Information Due	March 21, 2024 @ 3:00 PM
<i>District Closed – Holiday</i>	<i>March 29, 2024</i>
Last Day for District to issue any Addenda	April 01, 2024 @ 3:00 PM
PROPOSAL DUE**	April 04, 2024 @ 3:00 PM
Evaluations	Week of March 25, 2024
<i>District Closed – Holiday</i>	<i>March 29, 2024</i>
Anticipated Board Meeting Approval	May 02, 2024

***Oral, telegraphic, facsimile, telephone, or email proposals will not be accepted. Proposals received after this date and time will not be accepted.*

B. Selection Criteria

Responsive proposals will be evaluated under the following factors and score weight:

FACTOR	DESCRIPTION	WEIGHT
Experience	Comprehensive narrative of vendor’s background and experience	30
Proposed Team	Resumes of proposed key personnel associated with Vendor’s firm and background	10
Method/Technical approach	Description of budgeting, cost and quality control methods	10
Matching criteria/requirements for item	Provide matching items as requested or provide similar/equivalent alternatives for consideration	20
Price	Cost per unit	30
Total		100

Written proposals will undergo a technical screening by District staff from Capital Purchasing, Capital Planning & Development, Business Services, Maintenance/Operations & Facilities, and Information Technology, and will be assigned preliminary scores.

V. GENERAL CONDITIONS

A. Submittal Overview

Professional Consultants must submit a proposal in order for the District to consider an evaluation. The District understands that all information submitted for evaluation is official information acquired in confidence. Accordingly, the District will maintain confidentiality to the extent permitted by law. All submitted proposals will become property of the District and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. The District reserves the right to make use of any information or ideas contained in the proposal.

Respondents must notify ESUHSD in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. ESUHSD shall have sole discretion to disclose or not disclose such material subject to any protective order which Respondent may obtain.

The District's review includes an appraisal of the candidates' background, project experience, project successes, and key personnel. If necessary, the District may request a personal interview.

Submission of a completed and signed proposal will be interpreted to mean that the submitter has thereby agreed to all conditions, instructions, descriptions, and specifications contained herein. Vendors shall thoroughly examine and be familiar with the specifications of this RFP. The failure or omission of any vendor to receive or examine any RFP document(s), forms, instruments, addendum, or other document that exist shall in no way relieve any vendor from obligations with respect to this RFP or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

ESUHSD reserves the right to add or delete related items from the contract at any time during the period of the contract. ESUHSD reserves the right to cancel immediately any awarded contract for any reason determined by ESUHSD to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. ESUHSD will hold the Respondent in default if they have caused such condition to arise. Failure to comply with any of these requirements will be sufficient cause for the cancellation of the contract.

The District will review the responses, contact references, and complete a weighted scoring matrix for each Respondent.

At its discretion, the District reserves the right to accept or reject any item or group(s) of items of a proposal. The District also reserves the right to waive any minor informality or irregularity in any proposals. Additionally, the District may, for any reason, decide not to award an agreement as a result of this RFP, or to reissue the RFP. The quantities shown are believed to be accurate; however, ESUHSD reserves the right to increase or reduce quantities of requested products.

If applicable, Respondents who are submitting a proposal to the District must indicate deviations in a separate specification sheet attached to the proposal.

In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.

The Respondent's completed proposal shall be clear and concise. It shall demonstrate fully that the Respondent has considerable experience and expertise, in addition to the knowledge

of the requirements to consult for the District.

No Respondents may withdraw any proposal for a period of ninety (90) calendar days after the date set for the proposal submittal deadline. A successful respondent shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

Full Opportunity

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority business enterprises shall be afforded full opportunity to submit a response to this RFP and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in any consideration leading to the award of the contract.

Restrictions on Lobbying and Contracts

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Governing Board ("Board"), selection committee members, or any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the entity submitting a Submittal.

Cancellation

This RFP does not obligate the District to enter into an agreement. The District retains the right to cancel this RFP at any time, should the project be canceled, District loses the required funding, or it is deemed in the best interest of the District. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any cost incurred in the preparation or submission of a proposal. Any costs incurred by the Respondent for the development of their proposals are the sole responsibility of the Respondent and shall not be chargeable to the District.

Liquidated Damages

ESUHSD shall hold the successful vendor(s) liable and responsible for all damages, which may be sustained because of their failure to comply with any condition herein. If the successful bidder fails to furnish or deliver any materials, supplies, equipment or other services at the price quoted, or at a time and place stated, or otherwise fails to comply with the terms of this RFP in its entirety the order will be canceled and, ESUHSD may purchase the items herein specified elsewhere, without further notice to the successful vendor. Additional cost accrued by ESUHSD through this purchase will be deducted from any unpaid invoices.

Invoicing/Acknowledgments

Invoices for goods delivered against any agreement or order must be itemized and all applicable discounts identified. Invoices must show the Purchase Order number. Invoices must be complete and accurate. All invoices must be verified by an East Side Union High School District representative and signed to be paid.

A. Interpretation of Proposal

Any explanation requested by the Respondent regarding the meaning or interpretation of this RFP must be submitted via PlanetBids.com. Oral explanations or instructions will not be binding. In the interest of fairness and an open process, the District will furnish information concerning this Request for Proposal with an addendum via PlanetBids.com.

All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent's responsibility to review PlanetBids for any responses and/or addenda.

The District is responsible only for what is expressly stated in this RFP and written addenda thereto. The District is not responsible for and will not be bound by any person not authorized to act on its behalf.

As of the issuance date of this RFP and continuing until the date for submission of proposals, communications with District employees pertaining to this RFP is strictly limited. Personnel representing the District will not conduct meetings, conferences or conversations, or exchange written communications with firms and/or individuals who are considering responding to this RFP. A firm whose representatives are found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFP.

Errors and Omissions

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its attachments, they shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Clarifications will be posted to the PlanetBids website, without divulging the source of the request.

If a Respondent fails to notify the District, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

Exceptions

If a Respondent takes exception to any part of this RFP, including but not limited to specification of the Insurance, Administrative and Legal Requirements as written herein or as amended by any addenda subsequently issued, must be done in writing. Said exceptions must be submitted with the proposal, failure to do so will be construed as acceptance of all items.

Force Majeure

"Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the District's control and makes performance of services impractical or impossible. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government.

Termination of Contract

District's Termination of Respondent for Cause: If Respondent fails to perform Respondent's duties to the satisfaction of the District, or if Respondent fails to fulfill in a timely and professional manner Respondent's material obligations under the contract awarded, or if Respondent shall violate any of the material terms or provisions of the awarded contract, the District shall have the right to terminate in whole or in part the awarded contract, effective immediately upon the District giving written notice thereof to the Respondent.

The District shall have the right in its sole discretion to terminate the awarded contract for its own convenience. In the event of a termination for convenience, Respondent may invoice District and District shall pay all undisputed invoice(s) for services performed until the District's notice of termination.

Indemnification

To the furthest extent permitted by California law, Respondent shall indemnify and hold free and harmless the District, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Respondent, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Respondent shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

B. Reservations

With respect to this RFP, the District reserves certain rights at any time, as follows:

1. Reject any proposal without indicating any reason for such rejection;
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, or in the RFP process, or as part of any subsequent contract negotiation;
3. Request that respondents supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
4. Request that respondents make an oral and/or written presentation if more information is deemed necessary;
5. Terminate this RFP and issue a new RFP;
6. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the proposals;
7. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
8. Terminate failed negotiations with a respondent without liability, and negotiate with or none of the respondents;
9. Modify the final contract from terms described in this RFP;

10. Disqualify any respondent on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other information available to the District;
11. Request that services be provided by certain staff of a respondent, or request that certain staff of a respondent be excluded from providing services as determined by the District to be in its best interest;
12. Reject a respondent's proposal where the respondent is in breach of, or in default under, any other agreement with the District;
13. Award multiple contracts if it is deemed necessary to provide the specified services.
14. Costs of preparation of proposals will be borne by the proposer.

VI. *INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS AND FORMAT*

The purpose of this proposal is to demonstrate the Vendor's ability to provide the required student technology laptop equipment and services for District-Wide usage. The Vendor's completed proposal shall be clear, concise, and well-organized. Please index and number all pages (tabbed and labeled organization is appreciated).

Vendors must submit the proposal through [PlanetBids.com](https://www.planetbids.com). Vendors seeking clarification of the proposal process should submit their questions in writing via [PlanetBids.com](https://www.planetbids.com).

A completed proposal will include the following:

Cover Letter – Vendors will submit an **Introductory Letter** (one page), addressed to Omar Gutierrez, Assistant Director of Information Technology and Computer Support, and include the following: the legal name of the firm, contact person, address, telephone, and website, as well as email addresses of principal contacts.

Table of Contents – A **Table of Contents** (one page) of the material contained in the proposal should follow the Cover Letter.

Executive Summary – The **Executive Summary** should contain an outline of the Vendor's business approach along with a brief summary (3 pages maximum) of the Vendor's proposal to engage in a professional relationship with ESUHSD.

Completed Proposal – Submitter shall include a **Completed Proposal**, attached to this document as **Exhibit A, Exhibit B, and Exhibit C, Exhibit D, Exhibit E, and Exhibit F.**

Exhibit A – The Completed Proposal should also include the following sections:

1. Experience – A Comprehensive Narrative
2. Resumes of Proposed Key Personnel
3. Method and Technical Approach
4. Insurance

Exhibit B – Complete and sign the following attachment:

1. Vendor Information/Signature Page

Exhibit C – Complete and sign the following attachment:

1. List of References

Exhibit D – Complete and sign the following attachment:

1. Conflict of Interest

Exhibit E – Complete and sign the following attachment:

1. Non-Collusion Declaration

Exhibit F – Complete and sign the following attachment:

1. Certificate of Nondiscrimination by Seller

EXHIBIT A

Description of Proposal

1. Experience

Provide a Comprehensive Narrative of the technology equipment and services offered by your firm. The narrative should contain the following information below:

- Corporate background and experience
- Be able to provide client references for a minimum of the last three (3) projects of similar size and scope
- Be able to provide proof that company is an authorized reseller for the product that will be purchased
- Product warranty and support
- Let us know if your firm has previously been disqualified from working for the District or any other public entity.

Vendors may add supplementary information if such information would assist in the analysis of the Vendor's application.

2. Resumes of Proposed Key Personnel

The District is interested in knowing more about the managerial and supervisory people associated with the Vendor and their backgrounds. Identify Key Personnel that would be assigned to work on District projects. Accordingly, Vendors should describe experiences including a minimum of three public educational projects. Include the description, scope of projects, and project costs.

3. Method and Technical Approach

Provide a narrative of the proposed solution including a description of budgeting, cost, and quality control methods that your firm employs. Detail discussion of the method and strategic plan for carrying out the project(s) including:

- a. Provide the narrative of the proposed solution. Clearly state understanding of the business problem presented by this RFP and the response to mandatory and desired technical specifications in the exact order in which the performance criteria is presented in the RFP.
- b. The Responder should offer a complete listing of all Manufacturer Maintenance Plans available, by product category, to include but not necessarily be limited to: drop shipped advanced replacements of parts, software patches and revisions issued to resolve known defects or vulnerabilities, access to online and live body technical assistance, advanced replacement of parts which requires installation/software configuration support to facilitate replacement.
- c. The Respondent may offer different discounts for manufacturer maintenance plans by product categories offered.

- d. Must have client extranet that is accessible 24 hours a day, 7 days a week, and 365 days a year (not withstanding maintenance periods). This extranet at a minimum should be able to provide the following:
 - i. Complete purchase history.
 - ii. Serial Numbers for major component items purchased.
 - iii. Ability to order/research items online – catalog.
 - iv. Ability to track shipments; get shipping information when items are purchased.
 - v. List of all vendor contacts assigned to the account.
 - vi. Ability to send message to the dedicated support staff directly from the extranet.
- e. Must provide information regarding location of technical support staff. The location of the technical support staff will be taken into consideration; we would prefer they are located within North America.
- f. Must be capable of providing pre-sales engineering support either onsite or long distance as needed.
- g. Must have the ability to bring in major vendor technical representatives via teleconference as needed.

4. **Insurance Information**

Submitter shall provide a letter from an insurance company confirming that the surety will provide Submitter the minimum coverage(s) and amounts(s) included herein:

Required Insurance:

- a. Comprehensive General Liability, Insurance coverage amount(s) shall be no less than: Comprehensive General Liability - \$1,000,000 for each occurrence - \$2,000,000 general aggregate limit.
- b. Comprehensive Automobile Liability, covering allowed, non-owned, and hired vehicles. Insurance coverage amount(s) shall be no less than: \$1,000,000 each person Bodily Injury - \$1,000,000 each occurrence Bodily Injury - \$1,000,000 each occurrence Property Damage.
- c. Worker's Compensation Insurance, in accordance with the most recently amended version of the "Workers' Compensation Insurance and Safety Act". Insurance coverage amount(s) shall be that amount established by the State.
- d. Professional Liability ("Errors and Omissions") Insurance covering consultant's activities, in the amount not less than \$1,000,000.00 with an insurance carrier satisfactory to District for the period covered by this Agreement. Immediately upon execution of this Agreement and before commencing any services hereunder, consultant shall furnish to district satisfactory proof that consultant has such insurance. In addition, to the extent that the activities and services of engineers or consultants are not covered under consultant's professional liability insurance, consultant shall cause each engineer and consultant, before the time such engineer or consultant commences any services related to this Agreement, to obtain and maintain a policy of professional liability insurance in an amount of not less than \$500,000.00 with an insurance carrier satisfactory to District.
- e. Other Requirements:

- i. Consultant shall furnish the District a Certificate of Insurance prior to commencement of work. Upon request by the District, Consultant shall provide a certified copy of any insurance policy to the District within ten (10) working days.
- ii. The insurance company or companies shall provide signed copies of the specified endorsements for each policy. Consultant shall submit endorsement copies within thirty (30) days of execution of this Agreement. Said endorsement must name ESUHSD, its agents and representatives as additionally insured.
- iii. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the District

Provide details of consultant's insurance history for previous 5 years:

Agency Name: _____
Contact Name: _____
Phone: _____
Email Address: _____
Carrier: _____
A.M. Best Rating: _____

EXHIBIT B

[Vendor Information/Signature]

Exhibit B
Vendor Information/Signature
Page 1 of 2

Vendor shall furnish the following information. Please fill out the un-shaded sections in the form below. Also, additional sheets may be attached if necessary. "You" or "your" as used herein refers to the vendor's firm and any of its officers, directors, shareholders, parties, and principals. **Failure to comply with this requirement will render the proposal incomplete and may cause its rejection.**

Vendor Information/Signature Page	
Firm's Name	
Address	
Phone Number	
Firm's Email	
Type of Firm (Mark an 'X' for the appropriate one)	Individual
	Partnership
	Corporation
	Joint Venture
Firm's Tax Identification Number	
Primary Contact's Name	
Primary Contact's Telephone	
Primary Contact's Email	
Are you currently or within the past five (5) years been involved in litigation with any public agency particularly any school district? (Please answer Yes or No)	
If Yes, explain, and provide case name and number:	
Have you ever failed to complete a project in the last three years? (Please answer Yes or No)	
If yes, give owner and details:	

Exhibit B
Vendor Information/Signature
Page 2 of 2

Vendor's Representations

Vendor understands, agrees, and warrants:

1. That Vendor has carefully read and fully understands the information that was provided by ESUHSD to serve as the basis for submission of this proposal.
2. That Vendor has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That all information contained in the proposal is true and correct to the best of Vendor's knowledge.
4. That Vendor did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other vendors in regard to the amount, terms, or conditions of this proposal.
5. That Vendor did not receive unauthorized information from: Any ESUHSD staff member or vendors during the Proposal period except as provided for in the Request for Proposal package, addenda thereto, or the pre-proposal conference, if applicable.
6. That by submission of this proposal, the Vendor acknowledges that ESUHSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Vendor and Vendor hereby grants ESUHSD permission to make said inquiries, and to provide any and all requested documentation in a timely manner.
7. That funding for any resulting contract is contingent on adequacy and availability.
8. To comply with ESUHSD's insurance provisions, to provide appropriate indemnification for ESUHSD and to hold ESUHSD harmless from Vendor's performance of the contract.
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

Vendor's Signature

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

Print Name

Print Title

Signature

Date

EXHIBIT C

[List of References]

Exhibit C
List of References
Page 1 of 2

References – Provide at least three (3) educational client references for which your proposal lead person and project team have performed similar technology equipment services. Include school district names, addresses, contact name(s), phone numbers, and a brief description of services.

Reference #01	
Contact's Name	
Contact's Title	
Contact's Telephone No.	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

Reference #02	
Contact's Name	
Contact's Title	
Contact's Telephone No.	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

**Exhibit C
List of References
Page 2 of 2**

Reference #03	
Contact's Name	
Contact's Title	
Contact's Telephone No.	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

Reference #04	
Contact's Name	
Contact's Title	
Contact's Telephone No.	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

EXHIBIT D

[Conflict of Interest]



EAST SIDE UNION HIGH SCHOOL DISTRICT
Exhibit D - Conflict of Interest Statement

(This form must be filled out, signed, dated and submitted by all persons seeking to serve as a Provider to the District.)

Board Policy 3600 of the East Side Union High School District provides in part:

“Independent providers applying for a Provider or public works contract shall submit a written Conflict of Interest Statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the Provider. The Superintendent or designee shall consider this statement when deciding whether to recommend the Provider's employment.”

The Superintendent has determined that all persons seeking to serve as a Provider to the District shall fill out truthfully, sign, date and submit the Conflict of Interest Statement prior to performing any Provider work or services for the District.

I, _____ hereby certify the following:
(NAME OF PROVIDER'S DESGINEE)

1. I am not an employee of the District and no member of my immediate family¹ is an employee of the District.
2. Within the past 12 months, neither I nor any member of my immediate family¹ has been a member of the Board of Trustees of the District.
3. Neither I nor any member of my immediate family¹ has been a member of the District’s Citizens Bond Oversight Committee for the District’s Bond Program.
4. Within the past 12 months, neither I nor any member of my immediate family¹ has provided or made, and will not provide or make, any promise of any gift² of any kind (money, meals, goods, services, entertainment tickets, etc.), in-kind services, commission, or fully or partially expense-paid trips to any District Board Member, District employee or District Provider whose responsibilities include the selection of District Providers or the evaluation, supervision or oversight of District Provider (a “Responsible Employee³”), except:

¹ For the purpose of this Conflict of Interest Statement, the term “immediate family” includes and means parents, grandparents, great- grandparents, spouse, domestic partner, children, brothers, sisters, aunts, uncles, nieces, nephews, and similar family of the individual’s spouse/registered domestic partner unless the individual is widowed or divorced, and any member of your household from who you receive any rent or other monetary contribution or assistance.

² “Gifts” do not include promotional or advertising items such as calendars, desk pads, notebooks and other office items valued at less than \$25.00 and which are of the type usually offered by business concerns free of charge to all as part of their public relations programs.

³ Responsible employee includes employees of the District, members of the Board of Trustees, and Providers

EAST SIDE UNION HIGH SCHOOL DISTRICT
Exhibit D - Conflict of Interest Statement

5. I do not employ or retain, and will not employ or retain, any current District Responsible Employee3 as a Provider, independent provider or employee during the term of my agreement with the District.
6. I am authorized to make, and do make, this certification on behalf of

(NAME OF ORGANIZATION)

The foregoing certifications are true and correct. I make this certification under penalty of perjury under the laws of the State of California.

PRINTED NAME OF DESIGNEE

PRINTED TITLE

SIGNATURE OF DESIGNEE

SIGNATURE DATE

EXHIBIT E

[Non-Collusion Declaration]

EXHIBIT E

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

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

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

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

Date: _____

Proper Name of Bidder/Proposer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

EXHIBIT F

[Certificate of Nondiscrimination by Seller]

EXHIBIT F

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the East Side Union High School District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Date: _____

Proper Name of Bidder/Proposer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT