



**Oak Park Unified School District  
Request for Proposal  
Bid Packet 16-03C Network Switches**

**Bids due April 5, 2016**

Oak Park Unified School District  
5801 Cornishon Ave  
Oak Park, CA 91377

**NOTICE TO VENDORS**  
**CALLING FOR BIDS, REQUEST FOR PROPOSALS (RFP)**

Oak Park Unified School District has a large installment of Cisco switches to serve its network communications needs. The portion of network switching hardware serving the district's classroom network data ports has reached the end of its useful life and is in need of refreshing with new equipment. The district currently utilizes Cisco Prime network management tools to monitor and configure the network infrastructure. Proposals received will be evaluated for how well the solutions offered work under the existing network management and monitoring tools used by the district.

Notice is hereby given that Oak Park Unified School District in Ventura County, California, acting by and through its Governing Board hereinafter referred as the District, to receive proposals not later than 10:00am on Monday, April 5th, 2016 at 5801 Conifer Street, Oak Park, CA 91377 to provide:

1. Network Switches (equipment, licensing, installation and configuration)
2. Basic Maintenance for Internal Connections per ERATE Category 2
3. Associated network management services including 24/7 monitoring, alerting, configuration, updating, and remediation for 5 years.

A copy of the Request for Proposal is available from the district website at [www.opusd.org/techrfp](http://www.opusd.org/techrfp)

The district will be applying for Federal ERATE discounts under the internal connections provisions (Category 2) of the ERATE program and all submissions need to be in compliance with USAC's ERATE rules. According to USAC's ERATE timelines, equipment acquisition and installation cannot occur earlier than July 1, 2016. Some management services may not be ERATE eligible. The District has the right to reject any or all proposals or to waive any irregularities or informalities on any proposal.

Proposals must be received at the Oak Park Unified School District Business Services Office by 10:00 A.M, April 5th, 2016 and winning proposal will be presented to the Governing Board on April 19<sup>th</sup> for approval. Each proposal must fully signed, scanned into a PDF and emailed to [mklauss@opusd.org](mailto:mklauss@opusd.org) with the subject line **RFP 16-03C Network Switches** or delivered in a sealed envelope marked RFP 16-03C Network Switches, and sent to the attention of Martin Klauss, OPUSD Business Services, 5801 Conifer Street, Oak Park, CA 91377.

If you need further information, please call Enoch Kwok, Director of Technology, at 818-735-3201 or email him at [ekwok@opusd.org](mailto:ekwok@opusd.org).

## OAK PARK UNIFIED SCHOOL DISTRICT GENERAL INSTRUCTIONS TO VENDORS

### 1. DEFINITIONS:

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a) **"Request for Proposal or Bid"** means an offer, made in response to a solicitation, to perform a contract for services, labor or to supply goods or materials at a specified price.
- b) **"Vendor"** means a contractor, company or supplier who submits a BID to the District in response to a solicitation.
- c) **"Purchasing Supervisor,"** means the Oak Park Unified School District authorized contracting official, Martin Klauss, Assistant Superintendent of Business Services.
- d) **"District"** means Oak Park Unified School District.

### 2. BID PACKET:

This Bid Packet consists of the following: Cover Sheet, Notice Inviting Bids, General Instructions, Bid Form, Pricing Form, and Bid Complaint Form. Also included Are Appendix A: Basic Maintenance Scope of Work, Appendix B: Basic Maintenance Fees, and Appendix C: Site Addresses.

### 3. BID SUBMITTAL:

Bids, to receive consideration, should be made in accordance with the following instructions:

- All items on the Pricing Form should be filled out. Numbers should be stated in figures. Bid must be signed by a responsible officer of the bidding company with each page of the pricing form initialed and dated in order to be considered. The completed form should be without interlineations, alterations or erasures. Any corrections must be noted by affixing, in the margin immediately opposite the correction, the initials of the person signing the bid. Bid must include a full copy of the original unaltered bid docs including all Appendixes.

### 4. PRICES:

Prices shall be shown on the Pricing Form for each individual item. Taxes shall be included at the Ventura County rate of 7.5%, unless otherwise specified.

### 5. REFERENCES:

Bidder may be required to provide a reference list of current customers using materials, goods or services similar to those specified in the bid.

### 6. DELIVERY:

Time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery will be a factor in choice of Vendor. Unless otherwise specified, the Vendor(s) shall be responsible for delivery and shall pay all costs, including drayage, freight, packing and insurance costs for delivery FOB Destination as specified in the bid. Where specific authorization is granted to ship goods FOB Point of Origin, Vendor(s) agrees to prepay all shipping charges, routing the least expensive method. Each invoice will list shipping charges as a separate line item on the invoice. No COD shipments will be accepted.

### 7. SPECIFICATIONS:

The use of a manufacturer, product brand name or make in the specifications is not intended to restrict Bidders. The specification establishes the character or quality of the article desired. Alternative materials or goods on which other BIDs are submitted must, in all cases be equal or exceed in every detail to the item specified. Bid must clearly state the brand, make or model number. If proposing equivalent materials or goods please submit data verifying equivalency prior to the date listed on the bid specifications. The district currently utilizes Cisco Prime network management tools to monitor and configure the network infrastructure. Proposals received will be

evaluated for how well the equipment offered works under the existing network management and monitoring tools used by the district. Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty. The District, for inspection and specification testing, may require samples of bid items. Samples furnished must be free of expense to the District. Samples furnished must also be identical in all respects to the products specified in the bid. Samples, if not destroyed by tests, and if requested, will be returned at the Bidder's expense. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.

**8. QUANTITY:**

Quantities may vary upon actual ordering of units. All or part of the items may be awarded. Over shipments will be returned at the Vendor's expense.

**9. OPENING OF BIDS:**

Bid BIDs will be opened and read at or shortly after the time set in the advertised Notice Inviting Bids, unless otherwise stated in the Bid Packet. Bidders or their representatives, and other interested persons, may be present at the opening of bid BIDs. Bids that arrive after the time set for bid opening will be returned to the vendor unopened and considered non-responsive.

**10. FORM OF CONTRACT:**

The form of contract, which the successful Vendor, will be awarded is a District Purchase Order referencing bid specifications and other contract documents.

**11. HOLD HARMLESS:**

The Vendor shall hold the Oak Park Unified School District, its officers, agents, servants and employees harmless from liability. The Vendor agrees to protect the District against all claims, suits, or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation or use of services or goods and materials purchased herein. The Vendor further agrees to assume all expenses and damages arising from such claims, suits and proceedings.

**12. ANTI-DISCRIMINATION:**

Vendor hereby certifies that in performing services or providing materials or goods for the District, there shall be no discrimination in hiring or employment practices because of sex, race, color, ancestry age, national origin, disability, disabled veteran status, or religious creed. The Vendor further agrees to comply with all applicable Federal regulations and California Fair Employment Practice Act.

**13. INVOICES AND PAYMENTS:**

Unless otherwise specified, the Vendor shall render invoices for materials, goods and services under the contract to the Oak Park Unified School District, Accounts Payable Department, 5801 Conifer Street, Oak Park, CA 91377. Invoices shall be submitted on a form acceptable to the District under the same firm name as shown on contract. All invoices, packing lists, packages, and shipping notices shall contain the applicable purchase order number. The Vendor shall list separately any taxes payable by the District.

**14. DEFAULT BY VENDOR:**

The District shall hold the successful Vendor responsible for any damage, which may be sustained because of the failure or neglect of Vendor to comply with any terms or conditions listed herein. In the event of a breach by the Vendor of any of the provisions in the RFP or subsequent contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral and/or written notice to the Vendor.

**15. INDEPENDENCE OF PRICING:**

Unless the Vendor is furnishing a joint bid, by submitting this bid, Vendor swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.

**16. PRICING DISCREPANCIES:**

In the event of a pricing conflict between the Vendor and the District, "Fair Market Value" will prevail.

**17. WARRANTY:**

Unless otherwise specified, the warranties contained in this contract begin after acceptance of merchandise has occurred. Vendor will include all written information on any warranty provided by Vendor or the manufacturer.

**18. DISPUTES:**

Vendor will sign the Bidder Complaint Form agreeing to the terms and instructions described therein as part of the bid application (leaving the complaint section blank). The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Vendor shall submit disputes to the Purchasing Supervisor in writing using a copy of the Bidder Complaint Form. Protests shall include reasonable and valid concerns as to why the award, as determined by the District, should not go forward. The District will respond to all protests in writing.

Bids/Proposals wishing consideration must be received by Martin Klauss at the OPUSD Business Services Office no later than 10:00AM **April 5, 2016**. Bids must be fully signed, scanned into a PDF, and emailed to: [mklauss@opusd.org](mailto:mklauss@opusd.org) with the subject line RFP 16-03C Network Switches or delivered in a sealed envelope marked RFP 16-03C Network Switches, and sent to the attention of Martin Klauss, OPUSD Business Services, 5801 Conifer Street, Oak Park, CA 91377. No telephonic or telefax bids or amendments to bids shall be accepted. Bids that arrive after the deadline will be returned to the vendor unopened and considered non-responsive.

***It is the responsibility of the Vendor to verify that their bid has been received by the District's Purchasing Department prior to the bid receipt deadline. Verification of receipt can be made through the Purchasing Supervisor listed.***

**OAK PARK UNIFIED SCHOOL DISTRICT  
 BID 16-03C, NETWORK SWITCHES  
 BID FORM**

The undersigned, hereby proposes to furnish said materials and services in accordance with prices quoted on the attached form.

I hereby acknowledge and agree to all specifications of the Oak Park Unified School District bid and will see that our company is responsible for all materials and services as specified.

PREPARED BY: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ERATE SPIN Number  
 \_\_\_\_\_

FCC Registration Number (FRN)  
 \_\_\_\_\_

Contact Information for 2 References from the K-12 sector who have received similar products and/or services being proposed in the submitted bid.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BID 16-03C, NETWORK SWITCHES****PRICING FORM**

Bid must clearly state the brand, make or model number of equipment proposed.

Submitted Bid packets must include OEM brochures of all equipment being bid. Brochures must show full product specifications, features, components and warranty periods.

Bid Form must be signed and Pricing Form **must be initialed on each page** for bid to be considered for award.

Proposals received will be evaluated for how well the solutions offered work under the existing network management and monitoring tools (including Cisco Prime) used by the district.

Pricing to include installation, setup, and configuration of all hardware and software including licensing.

Vendors to use pre-bid master contracts such as WSCA, CMAS, NJPA, etc. wherever possible and include the contract name/number on this pricing form.

All quotes must be from an authorized Cisco partner with recent experience in the K-12 sector to ensure proper integration with existing Cisco equipment.

<u>EQUIPMENT DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
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**Item 1:**

**Cisco Catalyst 3850 48 Port (12 mGig+36 Gig)**

**UPoE LAN Switch w/ Stacking Cable and**

**1100 W AC Power Supply**

38 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mfr. Part #: **WS-C3850-12X48U-L** or Equivalent

Equivalent Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_

**Item 2:**

**Cisco Catalyst 3850 24 mGig Port**

**UPoE LAN Switch w/ Stacking Cable and**

**1100 W AC Power Supply**

5 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mfr. Part #: **WS-C3850-24XU-L** or Equivalent

Equivalent Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_

**Item 3:****Cisco Catalyst 3850 48 Port PoE LAN Switch  
w/ Stacking Cable and 715W AC Power Supply**

12 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mfr. Part #: **WS-C3850-48P-L** or Equivalent

Equivalent Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_

**Item 4:****Cisco Catalyst 3850 2 x 10GE Network  
Expansion Module**

4 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mfr. Part #: **C3850-NM-2-10G=** or Equivalent

Equivalent Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_

**Item 5:****Cisco 10GBASE-LRM SFP Transceiver Module**

8 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mfr. Part #: **SFP-10G-LRM=** or Equivalent

Equivalent Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_

**Item 7:****Cisco 3M Type 1 Stacking Cable**

3 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mfr. Part #: **STACK-T1-3M=** or Equivalent

Equivalent Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_

**Item 8:****Catalyst 3850 Stack Power Cable 30 CM**

2 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mfr. Part #: **CAB-SPWR-30CM=** or Equivalent

Equivalent Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_



**Item 9:**

**Cisco 1100W AC Config 1 Power Supply**

1 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Mfr. Part #: **PWR-C1-1100WAC=** or Equivalent

Equivalent Manufacturer Bid: \_\_\_\_\_

Model Bid: \_\_\_\_\_

**Item 10:**

Manufacturer's Hardware Support and Software Maintenance 2 Each

\$ \_\_\_\_\_

\$ \_\_\_\_\_

5 Year Extended Service (**Cisco Smart Net**)

8 x5 Next Business Day Exchange – Physical Service

Covers 1 Primary Equipment or Equivalent of each type

**(WS-C3850-12X48U and WS-C3850-24XU-L)**

Equivalent Manufacturer Bid: \_\_\_\_\_

**Item 11:**

**Installation, setup, and configuration** including all time and materials  
and any additional licensing necessary not already listed above.

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Describe in detail any such licensing here...

**Item 12:****Basic Maintenance for Internal Connections**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

for 5 years for all of the aforementioned equipment as allowed under ERATE Category 2 rules:

*Necessary basic maintenance services are defined as follows: "but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-rate discounts". The following maintenance services are eligible:*

- *Repair and upkeep of eligible hardware*
- *Wire and cable maintenance*
- *Basic technical support for network infrastructure*
- *Configuration changes*

*This portion of the contract is considered a Time and Materials contract for VENDOR to provide the Services and Materials allowed under ERATE Category 2 rules and as described in the Appendix A Scope of Work on an as needed basis for a not to exceed expenditure. (See Appendix A-Basic Maintenance Scope of Work, and Appendix B-Basic Maintenance Fees)*

For purposes of the applying for E-rate funding the VENDOR will provide the following breakout. The District will be invoiced monthly for/at the following rates:

**BASIC MAINTENANCE FEES**

<b>Services Description</b> to be 100% E-rate eligible	<b>Charges</b>	<b>Qty</b>	<b>Extended Charges</b>
"Second Level": Remote Personnel (Hourly coordination/management and pre-scripted problem identification and troubleshooting only)			
"Third Level": On-site engineer (CCNP/CCIE)			
Cable repair: Copper voice and data: Only 100% e-rate eligible.			
Fiber Repair: MDF To IDF Only 100% E-rate eligible.			
Cisco Basic Maintenance or equivalent : including, but not limited to, technical support, troubleshooting, software updates and patches for equipment purchased under this proposal			

**Item 13\*: Optional Non-ERATE eligible Add-On****Network Management Service, 5 Years**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

24/7 Monitoring, Alerting, Maintenance, Remediation

for services that are not covered under ERATE Category 2 provisions

to include all of the purchased equipment listed above.

\*This portion of the proposal must be set out separately from the ERATE eligible portion of the proposal as an optional Add On. Vendor to include a proposed scope of work for 5 years of Network Management Services. The district may or may not exercise the option to pursue non-ERATE eligible network management services.

Proposals received will be evaluated for how well the solutions offered work under the existing network management and monitoring tools used by the district.

**SUBTOTAL OF ERATE ELIGIBLE EQUIPMENT/SERVICES \$ \_\_\_\_\_**  
**(Items #1-12)**

**TAX 7.50% \_\_\_\_\_**

**SHIPPING \_\_\_\_\_**

**TOTAL OF ERATE ELIGIBLE BID \$ \_\_\_\_\_**

**OPTIONAL ERATE INELIGIBLE SERVICES 5YR \$ \_\_\_\_\_**  
**(Item #13)**

**GRAND TOTAL OF COMBINED BID \$ \_\_\_\_\_**  
**(Items #1-13)**

State, National, or Regional Pre-bid contract utilized \_\_\_\_\_

Pre-bid Contract number: \_\_\_\_\_

**OAK PARK UNIFIED SCHOOL DISTRICT  
BID 16-03C, NETWORK SWITCHES**

**BIDDER COMPLAINT FORM**

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Bidder shall submit to the Purchasing Supervisor the "Bidder Protest" form within five (5) working days after being notified by the Purchasing Office of the proposed award. Protests shall include reasonable and valid concerns as to why the award, as determined by the District, should not go forward. The District will respond to all protests in writing. The Board of Trustees/Governing Board will not consider protests from Bidders and/or their agents during a public meeting if they have not followed this procedure.

I/We hereby agree to the terms described in the Bidder Complaint Form shown above:

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

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

DESCRIPTION OF COMPLAINT

(Leave blank and only fill out if and when a complaint is being filed)

PLEASE DESCRIBE AS SPECIFICALLY AS POSSIBLE THE NATURE OF YOUR COMPLAINT REGARDING THE RECOMMENDED AWARD OF BID. (ATTACH ADDITIONAL SHEETS IF NECESSARY).

## APPENDIX A: BASIC MAINTENANCE SCOPE OF WORK

All quotes must be from an authorized CISCO partner.

We are seeking a 5 year agreement for the Basic Maintenance services as permitted under ERATE Category 2 provisions as described in this document.

Please include tax as a separate item on all proposals.

In addition to equipment, this request covers eligible maintenance of the District network infrastructure and a Proactive Maintenance Plan for the District.

### **Maintenance and Technical Support of Internal Connections:**

*Necessary basic maintenance services are defined as follows: "but for the maintenance at issue, the connection would not function and serve its intended purpose with the degree of reliability ordinarily provided in the marketplace to entities receiving such services without E-rate discounts". The following maintenance services are eligible:*

- *Repair and upkeep of eligible hardware*
- *Wire and cable maintenance*
- *Basic technical support for network infrastructure*
- *Configuration changes*

This contract is considered a Time and Materials contract for VENDOR to provide the Services and Materials described in this Statement of Work on an as needed basis for a not to exceed expenditure.

Manufacturer's part numbers reflected in this document are current as of the release of this document, but may change due to circumstances outside of the applicant or service provider's control. To the extent that subsequent manufacturer's part numbers reflect the same part or hardware item listed in this document, they will be considered as equal.

The District wishes to enter into a multiyear maintenance agreement(s), to include Monitoring, Repair and Upkeep of eligible hardware, data cable maintenance, and Basic Technical Support and Configuration Changes. The annual unit cost must be shown on the Maintenance Pricing Proposal. However, for some items or quantities, the actual maintenance purchase may require a monthly pro-rated amount of the annual unit cost, in order to begin or terminate in accordance with the Erate funding requirements. The annual unit maintenance cost must include Network Restoration, Cabling Infrastructure Services and Proactive Maintenance. The annual unit maintenance cost must include all requirements of this request for quote, including but not limited to, maintenance, all components, necessary tools, equipment, software, licenses, materials, parts, labor, installation, time, freight, sales tax and travel. All other associated costs, including, but not limited to, technical assistance, engineering, network troubleshooting for these sites, administration, support, project management, loaner equipment, in-service and training, shall be provided to the School at no additional cost.

The FCC's Third Report and Order clarified and narrowed the scope of Technical Support Services dealing with maintaining installed and functional eligible Internal Connections to only those tasks necessary to keep the equipment functioning, but not to add additional functionality. Pointedly, the FCC has mandated that "repair", "upkeep" and "configuration changes" are eligible, but nothing more. They have specifically excluded help desk services and network monitoring

Basic Maintenance therefore comprises standards and best practices derived from accepted industry "Best Practices" documentation developed and adopted by the various equipment manufacturers, including Cisco Systems, Microsoft, and others.

### **STAFFING REQUIREMENTS**

The successful VENDOR(s) must be an authorized Cisco partner.

All staff provided to service the School must understand Cisco networking equipment or School approved equivalent that meets our network requirement. Please include proof of this with your proposal.

The successful vendor must have a locally available Cisco network engineer to perform work for the School within 1 business day of notice of network disruption. Please include proof of this with your proposal.

### **INSPECTION OF SITES**

Prior to each job it shall be the responsibility of the successful VENDOR(s) to inspect the work site. Along with a School assigned representative, the VENDOR shall examine each site and become thoroughly familiar with all existing conditions within the scope of the work.

### **RESPONSE REQUIREMENT**

One hundred percent parts, materials, labor, time, travel, installation, preventative maintenance and repair maintenance with next business day response between the hours of 7:00 am to 5:00 pm. A 24 hour maximum limit (next business day) to bring the system to acceptable functionality is required, (full repairs to be completed as soon as possible, and in agreement with the District with 24 hour (next business day) repair time for all critical components, Monday through Friday, excluding holidays, at various and simultaneous sites. On a case-by-case basis, other times and days may be agreed to by the District and VENDOR in writing.

### **REPAIR REQUIREMENT**

Next business day maximum repair time for all components Monday through Friday, excluding holidays, at various and simultaneous School sites. On a case-by-case basis, other times and days may be agreed to by the District and VENDOR in writing. The VENDOR shall provide and remove loaner equipment at no additional cost to District if above maximum time frames cannot be met.

### **NON-COMPLIANCE**

Penalty for non-compliance of Response or Repair Requirement is \$250 a day plus any incurred expenses by the District.

### **SOFTWARE UPGRADES**

Most current available software upgrades for items covered under this maintenance agreement shall be provided and installed for the District at no additional cost throughout the term of the contract. Software upgrades conditional on District approval and testing.

### **MAINTENANCE PROTOCOL**

At the time verbal or via e-mail notification from the District is given to the VENDOR indicating that maintenance is required, the VENDOR will advise the District's contact when the VENDOR will visit the site by stating a date and approximate time for the site visit. Accurate call records shall be maintained and provided to the District upon request, showing names of the District and VENDOR personnel contacted for all service calls. The VENDOR will visit the site to determine the problem and then contact the District contact to advise of the findings, solution and expected time requirement for completion of the repair. The VENDOR will also immediately advise the District Technology department of any changes or delays in the maintenance work needed. In addition, the VENDOR will contact the District contact to advise when the job has been successful completed. The VENDOR is not permitted to take the District property without first notifying the District and reporting District asset information to the designated District contact. The District reserves the right to receive a pro-rated credit for the unused portion of the annual maintenance amount should the equipment be removed from District use, unless replaced with like or upgraded item. There shall not be any penalty or additional charge for the discontinuation of the service.

### **REPORTS**

The VENDOR shall maintain and provide an electronic copy and two (2) hard copies of repair reports to the District on a semi-annually basis. The report shall be in Excel format. The report shall contain the following minimum information: site, make, model, serial number, District number of equipment, date of requested repair, date of completion of repair, and a statement of what was repaired. At the end of the year, the vendor will provide an updated logical drawing documenting the network inventory for each school including moves, adds and changes using mutually agreed upon software.

### **EXCLUSIONS OF SERVICE**

The District excludes from the VENDOR'S coverage of this maintenance agreement any repairs that are caused by: misuse, or failure to follow the manufacturer's operation instructions, theft, vandalism, riot, strike, criminal acts, power failure, fire, water, and other perils, acts of war, lightning, air conditioning or humidity control failure, shock, corrosive atmosphere, electrical damage, accident, normal wear and tear of disposable items, work performed by persons other than VENDOR'S personnel without VENDOR authorization, or without VENDOR'S supervision, and products not covered under this agreement.

### **SPARE PARTS POOL**

The District maintains a SPARE parts pool. Before July 1, 2016 the School will provide the successful vendor with a list of equipment in the District spare parts pool.

**MANUALS**

VENDOR shall furnish, at no charge to the District, one copy of all operating manuals for every new piece of equipment installed as a result of maintenance item replacement.

**PASSWORDS**

VENDOR shall furnish, at no charge to the District, one copy of all passwords created and or used by the VENDOR for all District equipment and software covered by this agreement.

**WARRANTY**

VENDOR must warranty all products and service against defect in workmanship for at least 90 days or the manufacturer warranty, whichever is greater. Warranty must be inclusive for all quote items, including but not limited to, equipment, software, workmanship, labor, installation, parts, time, travel, and freight.

**TECHNICAL SUPPORT**

VENDORS are to provide information on their technical support. Location, hours, phone number, and key contact names are to be provided at no additional cost to the District for this service.

**MAINTENANCE PRICING PROPOSAL**

Quantities shown are estimates only. The District reserves the right to order more, less or none of the quantities/items indicated. VENDORS should insert an annual unit cost for maintenance coverage for the items shown below: (INCLUDE CALIFORNIA SALES TAX AND ALL COSTS INCIDENTAL TO THIS CONTRACT) The cost for each component shall include Network Restoration, Cabling Infrastructure Services and Proactive Maintenance.

**NETWORK RESTORATION, CABLING INFRASTRUCTURE SERVICES**

The District desires the support and restoration of Network down problems caused by E-rate eligible equipment.

Description: The following activities will be done by the VENDOR over the term of the project as services are required.

1. Receive incident or request notification from District personnel. This notification will come from the District personnel who receive and respond to the initial problem call from the end user, and will only be forwarded to the VENDOR technicians when it appears to be related to E-Rate eligible equipment. District personnel will serve as "first level" of service.
2. Record all problem and request tickets in a mutually agreed upon call management system.
3. Perform "second level" incident and request handling using VENDOR remote engineers. If necessary, dispatch local VENDOR "third level" engineer.

Additionally, the VENDOR will provide preventative services including:

1. Perform periodic cleaning
2. Repair and upkeep of eligible hardware
3. Wire and cable maintenance
4. Basic Technical support
5. Configuration changes
6. Maintenance report
7. Software upgrades and patch application

Completion Criteria: This activity will be complete when the total contract value of this Statement of Work has been invoiced or the estimated end date is reached, whichever first occurs.

Deliverable Materials: Monthly Status Report

**MAINTENANCE SERVICES BILLING**

All work performed will be for E-Rate eligible items with no non-eligible portions.

E-rate Invoicing: Prior to commencing work, the District will provide:

1. A fully signed contract signature sheet
2. A purchase order in the amount that the E-rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs)
3. A copy of the USAC's Funding Commitment Decision letter

As a service to the District, VENDOR will perform dual billing per E-rate terms and conditions. First, VENDOR will invoice the District monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, VENDOR will invoice the SLD for the remaining discounted portion of the ELIGIBLE items.

## Appendix B: BASIC MAINTENANCE FEES

For purposes of the applying for E-rate funding the VENDOR will provide the following breakout. The District will be invoiced monthly for/at the following rates:

Services Description to be 100% E-rate eligible	Charges	Qty	Extended Charges
"Second Level": Remote Personnel (Hourly coordination/management and pre-scripted problem identification and troubleshooting only)			
"Third Level": On-site engineer (CCNP/CCIE)			
Cable repair: Copper voice and data: Only 100% e-rate eligible.			
Fiber Repair: MDF To IDF Only 100% E-rate eligible.			
Cisco Basic Maintenance or equivalent : including, but not limited to, technical support, troubleshooting, software updates and patches for equipment purchased under this proposal			

## Appendix C: SITE ADDRESSES

Brookside Elementary School  
Address: 165 Satinwood Ave, Oak Park, CA 91377

Medea Creek School  
Address: 1002 Doubletree Rd, Oak Park, CA 91377

Oak Hills Elementary School  
Address: 1010 Kanan Rd, Oak Park, CA 91377

Red Oak Elementary School  
Address: 4857 Rockfield St, Oak Park, Ca 91377

Oak View High School  
Address: 5701 Conifer Street, Oak Park, CA 91377

Oak Park High School  
Address: 899 Kanan Rd, Oak Park, CA 91377

Oak Park Independent School  
Address: 5801 Conifer Street, Oak Park, CA 91377

Oak Park Unified School District Administrative Office  
Address: 5801 Conifer Street, Oak Park, CA 91377