

**BERRYESSA UNION SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

1376 Piedmont Road  
San Jose, CA 95132  
(408) 923-1871 (ph)  
(408) 926-8329 (fax)

**BID PROPOSAL**

**BID B-05-2020-21**

**WIFI EQUIPMENT FOR YEAR 24 CATEGORY 2 E-RATE SERVICES**

DUE: Before 10:00 a.m. on FRIDAY MARCH 5, 2021

**I. INTRODUCTION**

The Berryessa Union School District invites vendors to submit bid proposals in accordance with the terms and conditions of this request for Bid Proposals. This Bid Proposal details the services being sought, requirements, and evaluative criteria for the purchase of WIFI equipment for all District locations and requests a response from all prospective vendors, including pricing and service descriptions.

A Form 470 has been filed with the Schools and Library Division for E-Rate Year 24 requesting proposals for WIFI Equipment for Year 24 Category 2 E-Rate Services.

Year 24 Form 470 Application #210020035

The Berryessa Union School District has expanded their Technology Plan Goals to fully integrate technology into the curriculum. Our plan focuses on equitable access for all student learners with transparent connectivity among all learners and learner-focused training and support. Category 2 funding from E-Rate will allow the District to update and improve their WIFI services at all school sites. The District may wish to: (1) enter into a contract to purchase equipment and services with an eligible provider, or (2) may elect to take no action on responses received.

All respondents must provide their SPIN Number with submission of their proposal.

The Berryessa Union School District is dependent upon E-Rate and District funding to acquire the services that are being requested in this Bid Proposal. All respondents must participate in E-Rate and any agreement which might lead to a commitment of funds on the part of the District may be voided if E-Rate funds become unavailable. All responses should be based on costs BEFORE E-Rate discounts are applied. All bid proposals submitted must contain a separate line for sales tax. All equipment shall be quoted as FOB Destination Berryessa USD. The District will not pay a separate line for shipping and handling.

## **BACKGROUND INFORMATION**

Berryessa Union School District is a public K-8 school district operating ten elementary and three middle schools. The District is located in the sloping northeastern foothills of the Silicon Valley in San Jose, California. The District serves a community of approximately 45,000 homes and has approximately 6,700 students enrolled in Kindergarten thru Eighth Grade. Challenging educational programs and a strong commitment to excellence produce high pupil achievement. As such, we are constantly striving to fill District needs in the most cost-effective manner to obtain the best combination of product, quality, price, and service.

This request for proposal does not commit the Berryessa Union School District to award a contract, to pay for any costs incurred in the preparation of a proposal, or to procure or contract the services or supplies. The Berryessa Union School District reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified source, or to cancel in part or in its entirety the Request for Proposals if it is in the best interest of the Berryessa Union School District. The District may require the firm selected to participate in negotiations, and to permit such price, technical or other revision of their proposals as may result from said negotiations. The selected firm's proposal will be submitted to the Board of Trustees for consideration of award. The decision of the Board is final.

## **PROPOSAL OPTIONS**

In 2019-20 school year the District purchased Ruckus AP units and equipment with Category 2 funds. The District has standardized on Ruckus equipment however all vendors are invited to bid any "as equal" equipment on a separate set of worksheets. Time is of the essence with the E-Rate process so bidders who wish to propose alternative "as equal" equipment must submit a request via email to:

Bonny S Gregorius  
Purchasing and Contracts Manager  
1376 Piedmont Road  
San Jose, CA 95132  
bgregorius@busd.net

The deadline for a submittal of alternative "as equal" equipment is Wednesday February 17, 2021. The District shall be the sole judge whether an offered item is the equal of the requested items on the Worksheets.

## **II. GENERAL INSTRUCTIONS AND CONDITIONS**

### **A. GENERAL INSTRUCTIONS**

1. The Bid Proposal will be awarded to the most responsive, responsible respondent. Responsiveness to the Bid will be established only if the Bid Proposal meets the following requirements.
2. DUE DATE: All information requested must be completed and submitted before 10:00 am on Friday March 5, 2021. If the required information is not submitted in a timely manner, the proposal will be deemed non-responsive. One original copy of the Bid shall be submitted. Bid Proposals are due to Bonny S Gregorius, Purchasing and Contracts Manager, Berryessa Union School District, 1376 Piedmont Road, San Jose, CA 95132 before 10:00 am Friday March 5, 2021.

3. PROPOSAL FORM: All Bids must be signed and sealed in the form intended by the respondent. The sealed envelope must be marked Bid B 05-2020-21, WIFI Equipment for Year 24 Category 2 E-Rate Services. This sealed proposal must be submitted at vendor's expense to the Berryessa Union School District before the time and date listed. Late proposals will not be accepted. No oral, telephonic, telegraphic or facsimile responses to the Bid Proposal, or modifications of any proposal will be considered. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Any alteration or erasure by the vendor in this proposal may constitute cause for rejection.
4. COMPLETE RESPONSE: Vendors must respond in each and every area as specified in the Bid documents, such as implementation, pricing, integration, timing, etc. When more than one solution is offered, each must be completed as a separate proposal, and the proposal must be returned in its entirety. Each participating vendor shall provide all of the information requested and any additional information, alternatives needed for a clear understanding of how all services are proposed to be performed. Accuracy of the proposal is the responsibility of the vendor.
5. PRICES: All prices must be FOB Berryessa Union School District, 945 Piedmont Road, San Jose, CA 95132. Unit pricing shall not include any tax, but all taxes and fees shall be listed and identified as a separate line item. Prices shall remain firm through the entire E-Rate approval process. If prices decrease during the term of this contract, the successful vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing bid. Price each item separately. The unit price must be indicated in the column provided and shall govern in all instances. Should the bidder omit the unit price on any item and provide only an extended price figure, the price shall be accepted as the total lot price and it shall bind the bidder to provide the specified quantity at no additional cost.
6. PROCESS: This process is in accordance with Public Contract Code 20118.2. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed.
7. BRANDS: When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its model number, if any, which he will furnish. The District shall be the sole judge whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and model number of the item furnished, it is understood the Bidder will furnish the item named by the District in the Bid Forms and Worksheets as the standard of quality and utility.
8. SUBCONTRACTOR REQUIREMENTS: Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by vendor. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and

address, management contact person, and complete description of work to be subcontracted. Include descriptions information concerning subcontractor's organization and abilities.

Vendor hereby agrees to bind every subcontractor by the terms and conditions of this agreement as far as such terms and conditions are application to the subcontractor(s) work. If vendor subcontracts any part of this agreement/contract, vendor shall be as fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

**B. PROPOSAL GENERAL CONDITIONS**

1. DISTRICT CONTACT INFORMATION: All questions shall be submitted to the Purchasing and Contracts Manager, Bonny S Gregorius via email at [bgregorius@busd.net](mailto:bgregorius@busd.net).

All contacts and questions regarding this Bid Proposal during the submittal preparation and evaluation period **must** be done in **writing** via email.

Potential proposers must provide the District with a contact name, mailing address, phone and fax numbers and an email address for all communication during the Bid process. Answers to questions will be posted on the District website and it is up to each vendor to periodically check the website for updates and/or addenda.

The last day to submit questions via email is Tuesday February 23, 2021.

Please visit our website [www.berryessa.k12.ca.us](http://www.berryessa.k12.ca.us) and go to the quick link Current RFP's and Bids.

**In the event that a Vendor has contact with any official, employee or representative of the Berryessa Union School District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.**

2. CLARIFICATIONS: All participating vendors shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Should the District omit anything from this proposal which is necessary to a clear understanding of its requirements, or should it appear that various instructions are in conflict, the vendor shall secure written instructions from the Purchasing Manager at least seventy-two hours prior to the time and date of the opening of the proposal.
3. ARREARS: No proposal shall be accepted from, or no purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the District.
4. TIME IS OF THE ESSENCE: It is to be understood that time is of the essence in this contract and that the vendor(s) will be required to perform their work within the allowable time set forth as mutually agreed upon. The District and the Vendor shall agree mutually on any changes in either the schedule or the rate of performance of the work which might either favorably or adversely affect such schedule.

5. COMPLIANCE: Each vendor shall familiarize himself with all Federal, State and local laws, codes, ordinances and regulations which might in any manner affect the work to be done; the materials to be supplied, the taxes, permits, and fees to be paid or the labor to be employed in and about the work. A plea of misunderstanding or ignorance on the part of any vendor will not in any way excuse such vendor from the necessity of full compliance with every such law, code, ordinance or regulation. All Federal, State and local laws, codes and ordinances and regulations which are applicable shall be complied with including, but not limited to, those specified in these documents. All materials, supplies and equipment furnished or services performed under the terms of the blanket order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act.
6. AWARD: The District reserves the right to waive any technical or formal errors or omissions, to reject any or all proposals, or to award a contract for the items herein, either in part or whole, it is deemed to be in the best interest of each District. Proposals will be awarded based on the evaluation criteria established in the documentation. Utilizing the Request for Proposal process, the District reserves the right to select the individual/firm that best meets the needs of the District, taking into consideration supplier qualification, price, and overall capability.
7. NON-COLLUSION: By submission of a proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer and that the contents of the proposal have been communicated by the proposer nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the company or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening.
8. GRATUITIES: Companies are expressly advised that gratuities are not allowed. Evidence of any proposer offering gratuities to any District employee (or in the case of schools, any District staff member or students) will be cause for removal from this proposal process.
9. INDEMNIFICATION: The successful vendor will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the vendor or his agents.
11. HOLD HARMLESS: The successful vendor(s) will be required to protect, defend, and hold the District harmless against any claim or demand for the use of any patented material, process, article or device that may enter into the manufacture, construction, or form a part of any work covered or materials and equipment furnished under this Bid Proposal.
12. EQUAL OPPORTUNITY: In connection with the performance of any work under the bid/proposal, the vendor shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.
13. WARRANTY: Seller warrants that all articles furnished shall be new and free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the District and any officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.

14. ASSIGNMENT PROHIBITED: No contract or agreement awarded under this bid may be assigned without the approval of the Berryessa Union School District.
15. CONTRACT: The Bidder to whom the award is made shall be required to enter into a written contract with the District. These bid specifications, worksheets, general conditions, and other executable forms from this Bid will be attached to and become a part of the final contract agreement.
16. E-RATE PARTICIPATION: The District is participating in the Federal Universal Service Discount Program for schools and libraries (E-Rate), offered by the Federal Communications Commission (FCC), via the Schools and Libraries Division (SLD). The proposal and the agreement negotiated implementing this proposal are conditional and subject to full E-Rate funding by the SLD. The District reserves the right to cancel or in any manner reduce the scope of this proposal in the event the SLD does not completely fund the request for funding referenced in this proposal.
17. SPIN NUMBER: Each vendor providing services to the District as part of the E-Rate program must have a valid Service Provider Identification Number (SPIN). Vendor is responsible to apply and receive from the Schools and Libraries Division a valid SPIN. Visit [www.usac.org](http://www.usac.org) for more information.

### **III PROJECT TIMELINE**

The following is the schedule of events for the Bid submittal and selection process. The District reserves the right to change the schedule when it is in the best interest of the District.

<b>EVENT</b>	<b>DATE</b>
BID RELEASED AND FORM 470 POSTED	February 5, 2021
LAST DAY TO SUBMIT A REQUEST TO USE "AS EQUAL" EQUIPMENT	February 17, 2021
LAST DAY TO SUBMIT ANY QUESTIONS IN WRITING	February 23, 2021
ADDENDA RELEASED / QUESTIONS ANSWERED	February 26, 2021
BIDS DUE (before 10:00am)	March 5, 2021
BID EVALUATIONS	March 8-12, 2021
CONTRACT SIGNED	March 15, 2021
ORDERS PLACED FOR EQUIPMENT	After E-Rate Approval

### **IV. SUBMITTAL REQUIREMENTS**

The following forms are required with your bid submittal:

1. Bid Proposal Form
2. E-Rate Qualification Certification Form
3. Non-Collusion Affidavit
4. Bid Form Site Worksheets (all 14 sites)
5. Summary Worksheet
6. Agreement

## **V. SELECTION PROCESS**

Vendor proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory modules/functions to be considered. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any vendor for any reason without explanation. The District may choose to ask clarification questions and may request additional information from the vendors during this process.

Evaluation and rating of the responses will be based on:

- Information provided by the vendor in their response
- Information provided by the vendor in response to District clarification questions
- Information from reference checks
- Price and availability to meet our timelines

## **VI. EVALUATION PROCESS**

All submittals will be rated on the following criteria:

Price 50%

Performance reliability, service, and support 20%

Ability to adhere to E-Rate timelines and regulations 20%

Vendor experience 10%

## **VII. LENGTH OF CONTRACT:**

The resulting contract is subject to E-rate eligibility and timelines, and will cover the period from 7/1/2021 – 6/30/2022.

## **VIII. PROPOSAL DELIVERY**

One (1) original copy of the proposal on the forms provided shall be submitted for consideration to the Berryessa Union School District before 10:00 am on Friday March 5, 2021. The District recommends that all proposals be hand carried to assure acceptance within the timeline. District further recommends that proposals sent via US Mail or other parcel carriers be delivered 48 hours before the deadline to assure acceptance. The District will not accept FAX or E-mailed submissions.

Send proposals to: Bonny S Gregorius, Purchasing and Contracts Manager  
Berryessa Union School District  
1376 Piedmont Road  
San Jose, CA 95132-2498

All technical questions should be submitted via email only to [bgregorius@busd.net](mailto:bgregorius@busd.net).

## IX. REFERENCES

Before awarding any contract, Berryessa Union School District reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical and other qualifications as well as relevant experience and skills of the vendor.

**BID PROPOSAL FORM**

**BERRYESSA UNION SCHOOL DISTRICT  
1376 PIEDMONT ROAD, SAN JOSE, CA 95132**

**BID B-05-2020-21  
REQUEST FOR PROPOSAL  
WIFI EQUIPMENT FOR YEAR 24 CATEGORY 2 E-RATE SERVICES**

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

Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Spin Number: \_\_\_\_\_ Tax I.D. Number: \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING**

To be signed by authorized corporate officer or partner or individual submitting bid. Examples

1. An individual using a firm name, sign: "John Doe doing business as Blank Company"
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Company, by John Doe, co-partner"
4. A corporation, sign: "Blank Company, by John Doe, secretary" (or other title)

TYPE OF BUSINESS:  Corporation       Co-Partnership       Individual Using Own Name  
 Individual Using Firm Name

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title of Person Signing Bid

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address

**BERRYESSA UNION SCHOOL DISTRICT**

**AGREEMENT**

THIS AGREEMENT, dated this **15TH** day of **MARCH, 2021**, by and between \_\_\_\_\_ whose place of business is located at \_\_\_\_\_ (“Contractor”), and the BERRYESSA UNION SCHOOL DISTRICT (“District”), acting under and by virtue of the authority vested in the District by the laws of the State of California.

**BID B-05-2020-21  
REQUEST FOR PROPOSAL  
WIFI EQUIPMENT FOR YEAR 24 CATEGORY 2 E-RATE SERVICES  
E-RATE YEAR 24 FORM 470 APPLICATION #210020035**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and District agree as follows:

**Article 1. Equipment Purchase**

1.1 Vendor shall supply the equipment specified in Bid B-05-2020-21 Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

**Article 2. Contract Time**

This agreement is for E-Rate eligible supplies and equipment which are contingent upon the funding by the School and Libraries Division of USAC and the FCC for Funding Year 24 2021 which begins on July 1, 2021. District expects to issue a Notice to Proceed and a Purchase Order when it receives a funding approval from USAC.

**Article 3. Agreement Sum**

District shall pay Vendor the Agreement Sum for completion of Work in accordance with Contract Documents as set forth in Vendor’s Bid, attached hereto.

\_\_\_\_\_ (\$ \_\_\_\_\_)

**Article 4. Contractor’s Representations**

In order to induce District to enter into this Agreement, Vendor makes the following representations and warranties:

Vendor has examined thoroughly and understood the nature and extent of the Contract Documents and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Equipment.

Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*

**Article 5. Contract Documents**

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County Superior Court. Both parties hereby waive their rights under California Code of Civil Procedure §394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

**CONTRACTOR:** \_\_\_\_\_ ]

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

**DISTRICT:**

**BERRYESSA UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

## E-Rate Qualification Certification

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, that I have reviewed all of the information presented in this submittal and know their contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I also hereby certify that the company submitting this proposal is in good standing with the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission, and that no funding has been withheld from the company under the E-Rate program as a result or suspicion of fraud, misrepresentation, or intentional noncompliance with program requirements. Further, I certify in signing this form that I agree to abide by all rules, regulations, and requirements imposed upon a Service Provider by the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission.

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

BIDDER: \_\_\_\_\_  
(Name of Company)

Date: \_\_\_\_\_, 2021 By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

Spin Number: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY VENDOR AND SUBMITTED WITH BID

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA)

\_\_\_\_\_, being first duly sworn,  
(Name of Principal of Bidder)

deposes and says that he or she is \_\_\_\_\_  
(Office of Affiant)

of \_\_\_\_\_, the party  
(Name of Bidder)

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 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, and 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 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 Berryessa Union School District, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or 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.

Executed under penalty of perjury under the laws of the State of California:

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Signature of Principal)

**NOTE:** If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

**NOTE:** If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

**NOTE:** If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

BERRYESSA UNION SCHOOL DISTRICT

BID B-05-2020-21  
REQUEST FOR PROPOSAL  
WIFI EQUIPMENT FOR YEAR 24 CATEGORY 2 E-RATE SERVICES

E-RATE YEAR 24 FORM 470 APPLICATION #210020035

**Berryessa Union School District Locations:**

LOCATION	ADDRESS	CITY STATE ZIP
District Office	1376 Piedmont Rd	San Jose, CA 95132
Brooktree Elementary	1781 Olivetree Dr	San Jose, CA 95131
Cherrywood Elementary	2550 Greengate Dr	San Jose, CA 95132
Laneview Elementary	2095 Warmwood Ln	San Jose, CA 95132
Majestic Way Elementary	1855 Majestic Way	San Jose, CA 95132
Morrill Middle	1970 Morrill Ave	San Jose, CA 95132
Noble Elementary	3466 Grossmont Dr	San Jose, CA 95132
Northwood Elementary	2760 E. Trimble Rd	San Jose, CA 95132
Piedmont Middle	955 Piedmont Rd	San Jose, CA 95132
Ruskin Elementary	1401 Turlock Ln	San Jose, CA 95132
Sierramont Middle	3155 Kimlee Dr	San Jose, CA 95132
Summerdale Elementary	1100 Summerdale Dr	San Jose, CA 95132
Toyon Elementary	995 Bard St	San Jose, CA 95127
Vinci Park Elementary	1311 Vinci Park Way	San Jose, CA 95131

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**SUMMARY WORKSHEET**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
26	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
13	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
39	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
46	ICX-7650-48ZP-E-RMT	Ruckus	Switch 5GB 48 port		
65	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
213	RPS16-E	Ruckus	AC POE Power Supply		
186	ICX-FAN-12E	Ruckus	Fan		
138	ICX-7650-4X10GF	Ruckus	4-Port Module		
112	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
111	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
47	PR3000LCDRTL2UN	CYBERPOWER	UPS		
47	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: BROOKTREE ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
2	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
3	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
2	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
0	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
6	RPS16-E	Ruckus	AC POE Power Supply		
6	ICX-FAN-12E	Ruckus	Fan		
4	ICX-7650-4X10GF	Ruckus	4-Port Module		
2	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
2	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
2	PR3000LCDRTXL2UN	CYBERPOWER	UPS		
2	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: CHERRYWOOD ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
0	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
1	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
2	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
4	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
11	RPS16-E	Ruckus	AC POE Power Supply		
10	ICX-FAN-12E	Ruckus	Fan		
7	ICX-7650-4X10GF	Ruckus	4-Port Module		
6	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
6	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
3	PR3000LCDRTL2UN	CYBERPOWER	UPS		
3	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: LANEVIEW ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
5	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
6	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
4	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
7	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
18	RPS16-E	Ruckus	AC POE Power Supply		
18	ICX-FAN-12E	Ruckus	Fan		
12	ICX-7650-4X10GF	Ruckus	4-Port Module		
11	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
11	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
4	PR3000LCDRTL2UN	CYBERPOWER	UPS		
4	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: MAJESTIC WAY ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
3	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
4	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
3	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
3	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
10	RPS16-E	Ruckus	AC POE Power Supply		
9	ICX-FAN-12E	Ruckus	Fan		
7	ICX-7650-4X10GF	Ruckus	4-Port Module		
6	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
6	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
2	PR3000LCDRTL2UN	CYBERPOWER	UPS		
2	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: MORRILL MIDDLE SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
1	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
2	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
6	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
7	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
20	RPS16-E	Ruckus	AC POE Power Supply		
20	ICX-FAN-12E	Ruckus	Fan		
14	ICX-7650-4X10GF	Ruckus	4-Port Module		
13	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
13	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
6	PR3000LCDRTL2UN	CYBERPOWER	UPS		
6	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: NOBLE ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
1	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
2	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
6	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
5	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
16	RPS16-E	Ruckus	AC POE Power Supply		
16	ICX-FAN-12E	Ruckus	Fan		
12	ICX-7650-4X10GF	Ruckus	4-Port Module		
11	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
11	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
6	PR3000LCDRTL2UN	CYBERPOWER	UPS		
6	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: NORTHWOOD ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
2	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
3	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
4	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
5	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
16	RPS16-E	Ruckus	AC POE Power Supply		
14	ICX-FAN-12E	Ruckus	Fan		
6	ICX-7650-4X10GF	Ruckus	4-Port Module		
9	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
9	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
4	PR3000LCDRTL2UN	CYBERPOWER	UPS		
4	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: PIEDMONT MIDDLE SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
2	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
3	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
2	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
7	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
21	RPS16-E	Ruckus	AC POE Power Supply		
16	ICX-FAN-12E	Ruckus	Fan		
14	ICX-7650-4X10GF	Ruckus	4-Port Module		
10	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
9	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
4	PR3000LCDRTXL2UN	CYBERPOWER	UPS		
4	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: RUSKIN ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
0	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
1	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
4	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
5	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
16	RPS16-E	Ruckus	AC POE Power Supply		
14	ICX-FAN-12E	Ruckus	Fan		
11	ICX-7650-4X10GF	Ruckus	4-Port Module		
9	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
9	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
5	PR3000LCDRTL2UN	CYBERPOWER	UPS		
5	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: SIERRAMONT MIDDLE SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
4	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
5	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
0	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
0	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
14	RPS16-E	Ruckus	AC POE Power Supply		
0	ICX-FAN-12E	Ruckus	Fan		
10	ICX-7650-4X10GF	Ruckus	4-Port Module		
0	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
0	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
0	PR3000LCDRTL2UN	CYBERPOWER	UPS		
0	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: SUMMERDALE ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
0	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
1	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
3	ICX-7650-48ZP-E-RMT	Ruckus	Switch 5GB 48 port		
4	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
11	RPS16-E	Ruckus	AC POE Power Supply		
11	ICX-FAN-12E	Ruckus	Fan		
8	ICX-7650-4X10GF	Ruckus	4-Port Module		
7	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
7	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
2	PR3000LCDRTL2UN	CYBERPOWER	UPS		
2	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: TOYON ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
2	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
3	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
4	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
8	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
20	RPS16-E	Ruckus	AC POE Power Supply		
20	ICX-FAN-12E	Ruckus	Fan		
13	ICX-7650-4X10GF	Ruckus	4-Port Module		
12	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
12	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
3	PR3000LCDRTL2UN	CYBERPOWER	UPS		
3	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: VINCI PARK ELEMENTARY SCHOOL**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
2	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
1	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
3	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
0	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
5	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
12	RPS16-E	Ruckus	AC POE Power Supply		
10	ICX-FAN-12E	Ruckus	Fan		
8	ICX-7650-4X10GF	Ruckus	4-Port Module		
5	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
5	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
0	PR3000LCDRTL2UN	CYBERPOWER	UPS		
0	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	

**BERRYESSA UNION SCHOOL DISTRICT  
 BID PROPOSAL EQUIPMENT WORKSHEET  
 BID B-05-2020-21 WIFI EQUIPMENT FOR CATEGORY 2 E-RATE SERVICES**

**LOCATION: District Office Data Center**

Quantity	Model Number	Manufacturer	Description	Unit Price	Total
2	901-R730-US00	Ruckus	R730 Indoor wireless Access Point		
0	901-T750-US01	Ruckus	T750 Outdoor wireless Access Point		
2	CLD-RWED5001	Ruckus	Cloud Wi-Fi Subscription License for 5 years		
6	ICX-7650-48ZP-E-RMT3	Ruckus	Switch 5GB 48 port		
5	ICX-7650-48P	Ruckus	Switch 1GB 48 port		
22	RPS16-E	Ruckus	AC POE Power Supply		
22	ICX-FAN-12E	Ruckus	Fan		
12	ICX-7650-4X10GF	Ruckus	4-Port Module		
11	10G-SFPP-TWX-0301	Ruckus	Direct Attach Cable		
11	CLD-S76M-5001	Ruckus	Ruckus CLD 5yr Subs for 1 ICX7650 Switch		
6	PR3000LCDRTL2UN	CYBERPOWER	UPS		
6	WEXT5YR-U4B	CYBERPOWER	UPS 2 Years Extended Warranty		
				<b>SUB TOTAL</b>	
				<b>SALES TAX 9.25%</b>	
				<b>TOTAL</b>	