



REQUEST FOR PROPOSALS

FOR

TELECOMMUNICATIONS SERVICE

Cellular Services with Wireless Internet Access

(2014-01)

Request for Proposals Issued: December 9, 2013

Deadline for Submittal of Proposals: January 9, 2014

Request for Proposals for Telecommunications Service (Cellular Services with Wireless Internet Access)

I. OBJECTIVE

The Sacramento City Unified School District (“District”) is seeking proposals from qualified firms to provide Telecommunications Service - Cellular Services with Wireless Internet Access.

The District currently has an estimated 275 cellular phones - approximately 175 standard phones with the following features: voice mail, text messaging, three-way calling, call waiting, caller ID and “direct connect” features/options, if available; and approximately 100 smart phones with the following features: voice mail, text messaging, three-way calling, call waiting, wireless internet access, caller ID and “direct connect” features/options, if available. We have an estimated 50 DATA plans and are looking to add 50 additional phones and 20 additional DATA plans over the next few years. All plans proposed should include detailed billing. Please see Appendix A for list of school sites. Please see Bid forms for a list of requested services.

- 1) A) BID FORM: You must complete the following bid forms for this RFP:
 - BID FORM RFP 2014-01 Standard
 - BID FORM RFP 2014-01 Smart
 - BID FORM RFP 2014-01 DATA

- B) Bidders may attach additional pertinent information they deem important to the selection, implementation, and overall success of the project.

In Addition, Please provide the following information:

1. Length of time business has provided this type of service.
2. Your Service Level Agreement (SLA) for your proposal.
3. Indicate any options available.
4. Please show applicable discounts separately, if applicable.
5. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
6. An implementation timeline proposal starting July 1, 2014.
7. Indicate how charges will be incurred as services are implemented.

II. INSTRUCTIONS

Interested firms are invited to submit one (1) original signed proposal, two (2) hard copies, and one (1) digital copy (CD or flash drive). The proposal shall be made in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:30 p.m. on Thursday, January 9, 2014 to the following address:

Sacramento City Unified School District
Contracts Office
5735 47th Avenue
Sacramento, CA 95824

The sealed envelope shall be marked on the outside lower left corner with the words "Telecommunications Services (Cellular Service 2014-01) RFP". It is the Proposer's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. No corrected or resubmitted proposals will be accepted after the deadline.

This Request for Proposals does not commit the Sacramento City Unified School District (District) to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposals. The District further reserves the right to accept the proposal that it considers to be in the best interest of the District.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All proposals, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RFP.

Requests for Information

Questions related to this RFP should be submitted in writing via electronic mail to erate17@scusd.edu no later than Wednesday, December 18, 2013. Specify "RFP for Cellular Service" in the subject line. Responses to all questions received will be posted on the Districts website. www.scusd.edu > Contracts Office > Request for Proposals.

III. SPECIAL CONDITIONS

1. Prices to remain firm through approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to the District and documented with new price sheet sent to District.
2. All equipment/services costs must be new and included and identified separately.
3. Any prospective bidder, who contacts any Sacramento City Unified School District Board Member during the RFP process will be disqualified from consideration for the RFP award.
4. Manufacturer must warrant all parts and equipment.
5. This RFP is subject to E-Rate and Sacramento City Unified School District funding availability.
6. Cell phone numbers to remain the same.
7. The District reserves the right to add and/or remove cellular phones at its discretion.

IV. MULTI-YEAR CONTRACT

The District is requesting that the selected vendor enter into a one year contract for E-Rate Eligible Equipment and Services with the option to extend the contract on an annual basis if determined to be in the best interest of the District. The contract shall begin on July 1, 2014 and can be extended on an annual basis for a maximum of five (5) years at the sole discretion of the District.

V. VENDOR REQUIREMENTS

Vendor must meet or exceed all minimum qualification requirements.

All submitted quotes must provide at a minimum, all requested information in this document. Each response will be reviewed to determine if it is complete prior to evaluation. The information should be organized as indicated in the requirements. Any portions of the proposal, which are to be treated by the Sacramento City Unified School District as proprietary and confidential information, must be clearly marked as such.

The Sacramento City Unified School District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the Request for Proposal, contained in this section.

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

1. Vendors must include a reference for a project of equal size and scope that has been completed within the past three (3) years. References from school districts or county offices of education in California are preferred. The following information should be included:
 - Job Location
 - Contact name and telephone number
 - Date of contract
 - Project Description
 - Equipment/Service Installed

VI. SELECTION CRITERIA

Vendors submitting proposals are advised that all proposals will be evaluated to determine the vendor deemed most qualified to meet the needs of the District. Vendor may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the Sacramento City Unified School District's technology needs. The selection criteria will include, but not be limited to, the items listed below:

Selection Criteria:

- Costs, including unit prices, data service, etc.
- Cost of new equipment
- Cost of cancelling existing contracts
- Experience regarding installations where equal services have been provided for projects of similar size and complexities
- Firms commitment and ability to provide requested services

VII. PROCESS FOR SELECTING FIRM

A Selection Advisory Committee will select and rank in the order of their qualifications those companies deemed to be the most highly qualified to perform the required work.

The Selection Advisory Committee may choose to interview any, all, or none of the respondents as may be in the best interest of the District. If interviews are held, the chairperson will notify those companies selected as to place, date, and time. The District will make investigations as necessary regarding the financial stability of any or all respondents and may require review by the District's legal counsel.

The names of all firms submitting proposals and the names, if any, selected for interview shall be public information. After award, final ranking, committee comments and evaluation scores as well as the contents of all proposals become public information. Firms that have not been selected shall be so notified in writing after the conclusion of the selection process.

VIII. ADDITIONAL INSTRUCTIONS & INFORMATION TO BIDDERS

1. **PROPOSALS:** Each proposal shall be submitted on forms supplied by District. Each proposal shall conform and be responsive to District specifications. Bidder shall furnish complete specifications and rates for all services requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.
2. **QUOTE SEPARATELY:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
3. **ALL COSTS INCLUDED:** All costs must be included in the bidder's proposal. The bidder shall deliver, install, and complete an integrated system, which may include use of the District's own existing equipment referenced herein. These specifications are meant to outline the District's functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirement.
4. **TAXES AND INSURANCE:** All insurance that may be required shall be included in all bid response quotations. The District is not exempt from California State sales and use taxes. The District is exempt from paying Federal Excise Taxes. California sales tax shall be included in the bid response quotations as a separate line item.
5. **MODIFICATIONS:** Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals, or any modifications of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.
6. **EXAMINATION OF CONTRACT DOCUMENTS:** Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prime Facie" evidence of compliance with this section.

7. **ERROR IN PROPOSAL:** Any claim by bidder of error in his proposal must be made before proposals are opened, or the claim shall be deemed waived. Any bidder may withdraw his/her proposal at any time before the proposals are due; and, having done so, no bidder will be permitted to resubmit a proposal.
8. **WITHDRAWAL OF PROPOSAL:** Any bidder may withdraw his proposal by written request. All proposals received by the District shall remain subject to the acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
9. **AWARD OF CONTRACT LIMITATION:** No proposal will be accepted from or contract awarded to any party or firm in arrears to the District, or who is a defaulter as surety, contractor or otherwise.
10. **EVIDENCE OF RESPONSIBILITY:** Upon the request of the District, a bidder whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his experience and organization available for the performance of the contract.
11. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The District reserves the right to reject any and all proposals, or any or all items of any proposal, or waive any irregularity of any proposal. No proposal may be withdrawn for a period of ninety (90) days without written approval of the District.
12. **PREVAILING LAW:** In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
13. **BRANDS:** When a particular brand or brand and 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 number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equivalent of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the bidder will furnish the item named by the District as the standard of quality and utility.
14. **SAMPLES:** Where the Bidder quotes on a brand named as a standard of the quality and utility desired a sample of the item will not be required unless specifically requested. If the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish. Samples of items, when requested, must be furnished free of expense to the District.
15. **FEDERAL OR STATE REGULATIONS:** The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
16. **ASSIGNMENT PROHIBITED:** No contract awarded under this proposal shall be assigned without the approval of the District. Any attempted assignment in violation of the provision shall be voidable at the option of the District.

17. **PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS:** The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
18. **DELIVERY:** All items shall be delivered in quantities specified in the contract F.O.B., at the points within the District as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the Bidder has obtained prior approval from the District. Unless otherwise specified, if an item is not delivered as specified in the contract or if the Bidder delivers an item which does not conform to the Specifications, the District may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.
19. **INSPECTION OF ITEMS FURNISHED:** All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
20. **INABILITY TO PERFORM:** In the event that Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:
 - a. The Bidder shall send written notice to the District of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
 - b. The District may cancel the contract or purchase order, entirely or in part.
 - c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instruction.
21. **WARRANTY-PRODUCT:** Seller warrants that all articles furnished shall be 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 of its 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.
22. **EQUAL OPPORTUNITY EMPLOYMENT:** Bidder, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment,

including Executive Order No. 11246 of September 24, 1965.

23. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.
24. **BID PROTEST:** Any bid protest by any Bidder must be submitted in writing to the District before 5:00 p.m. of the **third (3rd)** business day following deadline for submission of proposals.
 - a. The protest must contain a complete statement of any and all bases for the protest.
 - b. The protest must refer to the specific portions of all documents that form the bases for the protest.
 - c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) business days after the deadline for submission of the proposals, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
 - h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.
25. **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 Commissions (FCC), via the Schools and Libraries Division (SLD). The proposal and the contract 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 procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

26. SPIN: Each vendor providing services to the District as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sl>

27. RIGHT TO TERMINATE: District reserves the right to terminate this Request for Proposals and all documents associated with the Request for Proposals, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The District shall not be responsible for any costs to Bidder/Contractor prior to termination.

APPENDIX A

Sacramento City Unified District Schools

School	Address	Zip
District Office (Host)	5735 47th Ave	95824
A. M. Winn Elementary	3351 Explorer Drive	95827
A. Warren McClaskey Adult	5241 J Street	95810
Abraham Lincoln Elementary	3324 Glenmoor Drive	95827
Albert Einstein Middle	9325 Mirandy Drive	95826
Alice Birney Waldorf	6251 13th Street	95831
American Legion	3801 Broadway	95817
Arthur A. Benjamin Health Professions High	451 McClatchy Way	95818
Bowling Green - Chacon Lang & Science	6807 Franklin Blvd.	95823
Bowling Green - McCoy Academy	4211 Turnbridge Drive	95823
Bret Harte Elementary	2751 - 9th Avenue	95818
C. K. McClatchy High	3066 Freeport Boulevard	95818
Caleb Greenwood K-8	5457 Carlson Drive	95819
California Middle	1600 Vallejo Way	95818
Camellia Basic	6600 Cougar Drive	95828
Capital City/Independent Study	7222 24th Street	95822
Caroline Wenzel Elementary	6870 Greenhaven Drive	95831
Caesar Chavez Elementary	7500 - 32nd Street	95822
Crocker/Riverside Elementary	2970 Riverside Boulevard	95818
David Lubin Elementary	3535 - M Street	95816
Earl Warren Elementary	5420 Lowell Street	95820
Edward Kemble Elementary	7495 - 29th Street	95822
Elder Creek Elementary	7934 Lemon Hill Avenue	95824
Ethel I. Baker Elementary	5717 Laurine Way	95824
Ethel Phillips Elementary	2930 - 21st Avenue	95820
Father Keith B. Kenny Elementary	3525 Martin L. King Jr. Blvd	95817
Fern Bacon Basic Middle	4140 Cuny Avenue	95823
Fremont Adult	2420 N Street	95816
Genevieve F. Didion K-8	6490 Harmon Drive	95831
George Washington Carver High	10101 Systems Parkway	95827
Golden Empire Elementary	9045 Canberra Drive	95826
H.W. Harkness Elementary	2147 - 54th Avenue	95822
Hiram W. Johnson High	6879 - 14th Avenue	95820
Hollywood Park Elementary	4915 Harte Way	95822
Hubert H. Bancroft Elementary	2929 Belmar Street	95826
Isador Cohen Elementary	9025 Salmon Falls Drive	95826
James W. Marshall Elementary	9525 Goethe Road	95827

John Bidwell Elementary	1730 - 65th Avenue	95822
John Cabrillo Elementary	1141 Seamas Avenue	95822
John D. Sloat Basic	7525 Candlewood Way	95822
John F. Kennedy High	6715 Gloria Drive	95831
John H. Still K8	2200 John Still Drive	95832
John Morse Therapeutic Ctr	1901 - 60th Avenue	95822
Kit Carson Middle	5301 N Street	95819
Leataata Floyd Elementary	401 McClatchy Way	95818
Leonardo da Vinci K-8	4701 Joaquin Way	95822
Luther Burbank High	3500 Florin Road	95823
Marian Anderson Children Ctr	2850 - 49th Street	95819
Mark Twain Elementary	4914 - 58th Street	95820
Martin Luther King Jr. K-8	480 Little River Way	95831
Matsuyama Elementary	7680 Windbridge Drive	95831
New Technology High	1400 Dickson Street	95822
Nicholas Elementary	6601 Steiner Drive	95823
O.W. Erlewine Elementary	2441 Stansberry Way	95826
Oak Ridge Elementary	4501 Martin L. King Jr. Blvd	95820
Pacific Elementary	6201 - 41st Street	95824
Parkway Elementary	4720 Forest Parkway	95823
Peter Burnett Elementary	6032 - 36th Avenue	95824
Phoebe A. Hearst Basic	1410 - 60th Street	95819
Pony Express Elementary	1250 - 56th Avenue	95831
Rosa Parks	2250 - 68th Avenue	95822
Rosemont High	9594 Kiefer Blvd	95827
Sam Brannan Middle	5301 Elmer Way	95822
School of Engineering and Sciences (Grades 7-12)	6620 Gloria Drive	95831
Sequoia Elementary	3333 Rosemont Drive	95826
Success Academy K-8	5601 47th Ave.	95824
Susan B. Anthony Elementary	7864 Detroit Boulevard	95832
Sutter Middle	3150 - I Street	95816
Sutterville Elementary	4967 Monterey Way	95822
Tahoe Elementary	3110 - 60th Street	95820
The Met High	810 V Street	95818
Theodore Judah Elementary	3919 McKinley Boulevard	95819
West Campus High	5022 - 58th Street	95820
Will C. Wood Middle	6201 Lemon Hill Avenue	95824
William Land Elementary	2120 - 12 th Street	95818
Woodbine Elementary	2500 - 52nd Avenue	95822
Facilities Support Svcs - 1	425 1st Avenue	95818
Facilities Support Svcs - 2	2535 5th Street	95818

Purchasing/Warehouse/Nutrition Svcs	3051 Redding Avenue	95820
Transportation	3101 Redding Avenue	95820
Enrollment Center (Serna)	5601 47th Avenue	95824
Capital City Child Development Center	7220 24th Street	95822
Charter Schools		
Language Academy <i>(formerly Marian Anderson Elementary)</i>	2850 49 th Street	95817
Yav Pem Suab Academy <i>(formerly Lisbon Elementary)</i>	7555 S. Land Park Drive	95831

Any other location within the Greater Sacramento area designated by the District.

Sacramento City Unified School District - BID FORM

BID FORM RFP 2014-01 Standard

**CELL PHONE & WIRELESS INTERNET ACCESS
FISCAL YEAR 2014-2015**

Vendor Company Name: _____

Vendor Name: _____

Vendor Title _____

Vendor SPIN: _____

Vendor Phone _____

NATIONAL PLANS (Shared Minutes)

Hardware Type/Model	Number of Phones	Rate \$ per Unit
Standard Phone	175	
NEW Standard Phone	25	
TOTAL Number of Phones	200	
TOTAL SHARED MINUTES:	20,000	
Cost PER MONTH for phones	\$	

Requested Features for Standard Phones:	Rate \$ per feature
Unlimited Text	
Three-way Calling	
Caller ID	
Call waiting	
Voicemail	
"Push-to-Talk"/ Direct Connect	

**BIDS DUE: THURSDAY, JANUARY 9, 2014
NO LATER THAN 4:30 P.M.**

Sacramento City Unified School District - BID FORM

BID FORM RFP 2014-01 Smart

**CELL PHONE & WIRELESS INTERNET ACCESS
FISCAL YEAR 2014-2015**

Vendor Company Name: _____
Vendor Name: _____
Vendor Title _____
Vendor SPIN: _____
Vendor Phone _____

NATIONAL PLANS (Shared Minutes)

Hardware Type/Model	Number of Phones	Rate \$ per Unit
Smart Phone	100	
NEW Smart Phone	25	
TOTAL Number of Phones	125	
TOTAL SHARED MINUTES:	20,000	
Cost PER MONTH for phones	\$	

Requested Features for Smart Phones:	Rate \$ per feature
Unlimited Text	
Unlimited Data	
Three-way Calling	
Caller ID	
Call Waiting	
Voicemail	
"Push-to-Talk"/ Direct Connect	

**BIDS DUE: THURSDAY, JANUARY 9, 2014
NO LATER THAN 4:30 P.M.**

Sacramento City Unified School District - BID FORM

BID FORM RFP 2014-01 DATA

**CELL PHONE & WIRELESS INTERNET ACCESS
FISCAL YEAR 2014-2015**

Vendor Company Name: _____

Vendor Name: _____

Vendor Title _____

Vendor SPIN: _____

Vendor Phone _____

NATIONAL PLANS (Shared Minutes)

Hardware Type/Model	Wireless Data Cards / Data Service	
	# Units	Rate \$ per Unit
Existing DATA plans	50	
NEW Data Card Unlimited Data	20	
NEW laptop type Unlimited Data	20	
NEW Tablet type Unlimited Data	20	
Total Cost Monthly - Data:	\$	

**BIDS DUE: THURSDAY, JANUARY 9, 2014
NO LATER THAN 4:30 P.M.**



Letter of Agreement
Between
Sacramento City Unified School District and

(Name of Company)

Pursuant to the terms of Sacramento City Unified School District RFP 2014-01 for Cellular Service with Wireless Internet Access, (Name of Company) _____ will provide the equipment and services per their proposal effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) _____ and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified for E-Rate Year 2014-15, and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District reserves the right to terminate the referenced Request for Proposal (RFP 2014-01) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

(Name of Company)

Authorized Representative Signature

Authorized Representative Signature

Date: _____

Date: _____

Name: Ken A. Forrest

Name: _____

Title: : Chief Business Officer

Title: _____

Address: 5735 47th Avenue

Address: _____

Sacramento, CA 95824

Phone: 916-643-9055

Phone: _____

WORKERS' COMPENSATION

**Request for Proposal (2014-01)
Sacramento City Unified School District
Telecommunications Services (Cellular Service with Wireless Internet Access)**

Labor Code section 3700 in relevant part provides:

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

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Signature_____

Date_____

Name_____

Title_____

Company_____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

NONCOLLUSION AFFIDAVIT
Request for Proposal (2014-01)
Sacramento City Unified School District
Telecommunications Service (Cellular Service with Wireless Internet Access)

State of California)
)ss.
County of)

_____ (Name), being first duly sworn, deposes and says that he is
_____ (title) of the _____ (Name) party making the
attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the
bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not
directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid,
or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to
fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage
against the public body awarding the contract of anyone interested in the proposed contract; that all statements
contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid
price 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.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true
and correct.

Executed this _____ day of _____, 2014, at _____ California.

Signature of Bidder

E-rate Service Provider Contact Information

**Request for Proposal (2014-01)
Fiscal Year 2014-2015**

Telecommunications Service (Cellular Service with Wireless Internet Access)

Vendor must provide the following information

Person authorized to negotiate and sign the terms and conditions of any agreement between vendor and Sacramento City Unified School District:

Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip code: _____

Phone: _____

Fax: _____

Email: _____