



**CELLULAR PHONE SERVICE
WITH WIRELESS INTERNET ACCESS**

Request for Proposal #: 2011-01

January 14 , 2011

**Lincoln School District
2010 W Swain Road
Stockton, CA 95207**

SUMMARY

The Lincoln Unified District, is seeking quotes for **Cellular Phone Service with Wireless Internet Access** for both single and multi-year contracts. We have an estimated **140** cellular phones and **20 Unlimited DATA** plans and **2 air cards** with a total average of **400** minutes per user per month, including voice mail, Text Messaging, 3-way calling, Call Waiting, Wireless Internet Access, Caller ID and “direct connect” features/options, if available. All plans proposed should include detailed billing.

Above required information must be included within the mandatory Bid Form (from Lincoln Unified web site - Excel spreadsheet “YR 14 Cell Phone Bid Form.xls”).

All areas within the geographical district must have 100% connectivity. Repeaters, if required to provide service, are to be installed where required. All services must be provided solely by a single vendor.

In Addition, Please provide the following information:

1. Length of time business has provided this type of service.
2. 3 reference sites using your service 3 years or more.
3. The Service Level Agreement (SLA) for your proposal.
4. Indicate any options available.
5. Hours of operation for help or trouble reporting.
6. Describe maintenance and trouble notification (to us) procedures.
7. Costs: Detail all service costs with cost of supported cell phones separate.
8. Please show applicable discounts separately, if applicable.
9. Your E-Rate Service Provider Identification Number (SPIN) on your proposal.
10. An implementation timeline proposal starting July 1, 2011.
11. Corporate customer E-Rate contact information.

Special Conditions:

1. Prices to remain firm through SLD approval, execution, and duration of the proposed contract. In the event of a price decrease for service or from the manufacture, said decrease shall be passed on to the District and documented with new price sheet sent to District Office.
2. All equipment costs must be included and identified separately.
3. The RFP must cover the total cost of successfully converting all users to the new service.
4. All existing telephone numbers must remain the same.

requested. Additional pricing schedules detailing items listed on the proposal shall be attached to the proposal form.

2. **Deadline for Receipt of Proposal:** Three copies of the proposal must be submitted before **10:00 am, February 15, 2011** in sealed envelopes and should be properly identified with the proposal number and Proposal Submittal Deadline. **Proposals must arrive in the BUSINESS SERVICES DEPARTMENT, Attn: Rebecca Hall, before 10:00 am, local time, February 15, 2011.** Telephone, telegraphic, facsimile, emailed, and late proposals will not be accepted or considered. It is the Bidders' responsibility to see that their proposals have sufficient time to be received by the **BUSINESS SERVICES DEPARTMENT** before the Proposal Submittal Deadline.
3. **Proposal Submission Requirement:** Proposals shall be submitted to the address below and labeled as follows:

RFP 2011-01 – Cellular Phone Service with Wireless Internet Access

**Attention: Rebecca Hall
Business Services (209-953-8716)
2010 W. Swain Road, Stockton, CA 95207**

It is the sole responsibility of the bidder so see that his proposal is received in proper time as stated in the Notice to Bidders. Any proposal received after the scheduled closing time for receipt of proposals will be rejected and returned to the bidder.

4. **Typewritten/Written in Ink:** All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
5. **Erasures:** The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or person signing the proposal.
6. **Quote Separately:** Quote on each item separately. Prices should be stated based on quantities/units specified on the proposal form.
7. **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.

8. **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.
9. **Signature:** The proposal must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the proposal. In case a proposal is submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
10. **Modifications/Changes:** 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. For any change which affects the period of performance, payments, or any term or condition included in this contract or agreement, a negotiated amendment to the resultant contract or agreement shall be prepared and executed by the District and the Bidder's originally executing authorized official, or replacement.
11. **Examination of Contract Documents:** Bidders shall thoroughly examine and be familiar with the Drawing and 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.
12. **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 proposal at any time before the time at which proposals are due and the Request for Proposals is closed and, having done so, no bidder will be permitted to resubmit a proposal.
13. **Withdrawal of Proposal:** Any bidder may withdraw his proposal either personally, by written request, or by telegraphic request confirmed in the manner specified in Section 12 above prior to the scheduled closing time for receipt of proposals. 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.

14. **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.
15. **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.
16. **Acceptance or Rejection of Proposals:** The Board of Education reserves the right to reject any and all proposal, 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.
17. **Prevailing Law:** In the event of any conflict or ambiguity between a) Bid Instructions, Scope of Work & Requirements, General Conditions, Agreement, or any other document forming a part of this Invitation for Bid, and b) State or Federal Laws or Regulations, the latter shall prevail. Additionally, all items to be supplied or services to be performed under the bid shall conform to all applicable requirements of local, state and federal law.
18. **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 they will furnish. The District shall be the sole judge of whether an offered item is the equal 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.
19. **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.
20. **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.

21. **Assignment Prohibited:** No contract awarded under this proposal shall be assigned without the approval of the Board of Education. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.
22. **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.
23. **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 Board of Trustees 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.
24. **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.
25. **Inability to Perform (Force Majeure):** 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:
 - i. 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.
- ii. The District may cancel the contract or purchase order, entirely or in part.
 - iii. 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.
26. **Delay Due to Unforeseen Obstacles:** All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission not authorized herein, on the part of the successful bidder, or any agent or person employed by said successful bidder, shall be sustained by the successful bidder. The successful bidder shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.
27. **Time is of the Essence:** If any anticipated or actual delays arise, bidder shall immediately so notify District. Regardless of notice, if deliveries are not made at the time agreed upon, District may, at its sole discretion, terminate this Agreement and proceed pursuant to the provisions herein for Default.
28. **Default :** If the successful bidder refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the successful bidder should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-bidders should violate any of the provisions of any contract resulting from this bid, then the District may serve written notice upon it of its intention to terminate any resultant contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event the successful bidder is found in default, or if the contract is terminated for the successful bidder's failure to perform, the District reserves the right to procure the materials and services from the next lowest responsive and responsible bidder or from other sources during the remaining term of the contract in default. Under this arrangement, the District shall invoice the successful bidder in default the difference between the contract price and the price paid for any material and services procured from alternate sources and all costs associated with the re-solicitation effort.
29. **Indemnification:** The successful bidder shall maintain, or cause to be maintained, such insurances as will protect it and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect it and the District from claims for damages for personal injury,

including death, and damage to the property, which may arise from operations under this resultant contract, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. The successful bidder agrees to save harmless and to indemnify the District from every claim or demand, which may be made by reason of:

- i. Any injury to person or property sustained by the successful bidder or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
 - ii. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the successful bidder or any other person, firm or corporation directly, or indirectly employed by it upon or in connection with its work, whether the said injury or damage occurs upon or adjacent to the work; the Bidder at its own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.
 - iii. Successful bidder shall defend, indemnify, protect and hold harmless Lincoln Unified School District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by Bidder's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting bidder from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.
30. **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.
31. **Warranty-Product:** Seller warrants that all articles furnished are new unused and are 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.
32. **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.

33. **Contact with Board of Education:** No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.
34. **Arbitration:** All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
35. **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 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.
36. **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 Corporation can be reached online at: www.usac.org/sl.
37. **RIGHT TO TERMINATE:** District reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, including but not limited to a Letter of Intent/Letter of Agreement, in its sole discretion at any time and 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 Contractor prior to termination.