



**Request for Proposal
RFP-08-12-13**

Laptop Initiative

**EAST SIDE UNION HIGH SCHOOL
830 North Capitol Avenue
San Jose, CA 95133-1398**

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INVITATION TO VENDOR

Pursuant to Public Contract Code 20111 and 20112, notice is hereby given that proposals for **Laptop Initiative** (RFP-08-12-13) will be received by East Side Union High School District, (ESUHSD). proposal must be sealed, marked with RFP number and title, and returned to the Capital Purchasing Department at ESUHSD, 830 N. Capitol Avenue, San Jose, California 95133 on or before **Wednesday, February 06, 2013 @ 1:00 PM.** The precise time will be established by the District's bid clock located in the Purchasing Office. It is the vendor's responsibility to ensure timely delivery to the proper location.

Laptop Initiative RFP-08-12-13

Contract RFP Documents: Copies of the Proposal, including forms that need to be completed, can be obtained from the above address, or by contacting Janice Unger at 408-347-5079 or emailing ungerj@esuhsd.org. The Proposal Package and required Documents are available for download at: <http://www.esuhsd.org/Business-Services/Purchasing/Current-RFQ-RFP-PROPOSALS/index.html>. The Board of Trustees reserves the right to waive any irregularities, accept or reject any or all proposals, for any reason, and are the sole judge of merit and suitability of the workmanship and materials.

In accordance with specifications and general conditions hereby furnished by the East Side Union High School District (ESUHSD), requested materials are to be delivered on a formal purchase order issued by the Capital Purchasing Department after award of the proposal to the successful vendor. All proposal prices are to be F.O.B. to multiple destinations.

ESUHSD reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities of information in the proposals or in the bidding. The quantities shown are believed to be accurate, however, ESUHSD reserves the right to increase or reduce quantities shown on the bid forms

1. PROPOSAL OPENINGS

Proposal shall be delivered to East Side Union High School District on or before **1:00 pm, Wednesday, February 06, 2013**. Proposal shall be submitted on the printed form provided by ESUHSD and placed in a **sealed envelope**. Any proposals received after the scheduled closing time in the Notice to Bidders shall be unopened. All unsigned proposals will be rejected. After the proposals are opened at the designated time, no commitment will be made at that time until all proposals are evaluated for pricing, specifications and other pertinent information.

2. FORMS

No proposals will be considered unless submitted on the forms provided by ESUHSD. All bidders shall be responsible for familiarizing themselves with the conditions and requirements of proposing prior to submitting a proposal.

Copies of the RFP and forms can be picked up at the address below or can be downloaded from the following website:

http://www.esuhd.org/Business_Services/Purchasing/Purchasing.html

East Side Union High School District
ATT: Janice Unger, Capital Projects, Purchasing Manager
830 North Capitol Avenue
San Jose, CA 95133
408-347-5079

3. EXAMINATION OF RFP DOCUMENTS

Vendors shall thoroughly examine and be familiar with the specifications. The failure or omission of any vendor to receive or examine any RFP document(s), forms, instruments, addendum or other document that exist shall in no way relieve any vendor from obligations with respect to this RFP or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

4. SUBMISSION OF PROPOSALS

In creating your proposal, bidders can determine if they wish to include all aspects of the project: laptop, vga video adapter (if needed), a protective sleeve, the services portion enumerated below. A vendor may choose to propose in the following ways:

1. Inclusive: all aspects of the project
2. PC or MAC only with sleeve, vga video adapter if needed and professional services.

3. PC OR MAC only with sleeve, vga video adapter without services (**Note: If a vendor chooses to propose services, the services they offer must be complete and cannot be partial.**)
4. Service only, no hardware.

All prices will be submitted in ink or typewritten. Vendors must explicitly address any discrepancies between the product code, manufacturer and the descriptions of the items. Prices and discounts must be stated in units specified herein. **NO FAXED PROPOSALS WILL BE ACCEPTED.**

If vendor does not complete the forms or submit the required documentation as specified herein they will be considered non-responsive.

5. ORGANIZATION OF PROPOSALS

Proposal responses are to be organized simply, economically and will be submitted in the specific order as defined below.

1. Exhibit 1 – General Vendor Information/Signature Page (including all attachments)
2. Vendor's proposal on vendor's letterhead.
3. Vendor Insurance Documentation (Evidence of Insurance required)
4. Exhibit 2 – List of Reference
5. Exhibit 3 – Non Collusion
6. Exhibit 4 – Non Discrimination
7. Exhibit 5 – Conflict of Interest
8. W-9, New Vendor only (**Required of awarded vendor, not required with submission of proposal**)

6. INQUIRIES AND/OR CLARIFICATIONS

Any requests for clarification of the RFP shall be made **IN WRITING** and delivered by **1:00 PM January 28, 2013.**

Email: Janice Unger at ungerj@esuhdsd.org

Mail: Janice Unger
East Side Union High School District
830 North Capitol Avenue
San Jose, CA. 95133-1398

Phone: 408-347-5079

7. WITHDRAWAL OF PROPOSAL

Any vendor may withdraw his/her proposal either personally or by written request, prior to proposal opening.

8. VALUE MATRIX

In proposing for this RFP, vendors understand the District may choose multiple vendors to provide the goods and services. The evaluation process for proposals is as follows:

- | | |
|--|-----|
| 1. Matches criteria/requirements for item | 75% |
| 2. Significant successful and positive previous experience in K-12 environments evidenced either in previous projects with ESUHSD or documented references | 15% |
| 3. Cost per unit | 10% |

Total possible points: 100%

9. GENERAL DESCRIPTION OF PROPOSED CONTRACT

After the evaluation process is completed, the Evaluation Committee will recommend the highest scored responsive vendor to the Capital Projects, Purchasing Manager. The Capital Projects, Purchasing Manager will take the recommendation to the Board of Trustees for approval of the award.

The initial term of the Contract will start February 15, 2013 and end when the last shipment of product is made to the site or sites.

The Contract will require the vendor to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations that are in affect at the time the contract is signed and that become affective during the term of the contract.

10. PROPOSED TIMELINE

The following is the anticipated proposal and engagement schedule. ESUHSD may change the estimated dates and process as deemed necessary.

January 15, 2013	Publish Request for Formal Bid
January 25, 2013	Request of all substitutions by 5:00 PM
January 28, 2013	Last day for submission of inquiries and/or clarifications (by 1:00 P.M.)
February 06, 2013	Proposals due by (1:00 P.M.)
February 28, 2013	Vendor selection completed and recommendation will be prepared to the Board of Trustees and Vendor Notification will be made available.
March 07, 2013	Board Meeting for approval

11. PROPOSAL NEGOTIATIONS

A proposal response to any specific item of this RFP with terms such as “negotiable,” “will negotiate,” or similar, will be considered non-responsive to that specific bid section.

12. SPECIFICATIONS

Materials furnished must conform to the specifications and will be subject to the inspection and approval of the ESUHSD's IT department. Qualifications or changes in specifications prior to proposal opening must be in writing. Only written qualifications or changes will be valid, and must accompany the bidder's documents. All specifications are minimal requirements that must be met or exceeded. Alternate proposals submitted on forms other than those supplied by the East Side Union High School District will negate all proposals submitted under that item. Must be met or exceeded.

13. SPECIFICATIONS – SPECIAL INSTRUCTIONS AND CONDITONS

1. ESUHSD reserves the right to add or delete related items from the contract at any time during the period of the contract.
2. ESUHSD authorized agent must sign all invoices.
3. Bidders shall include California sales tax (8.625%) and all shipping and handling costs in their bid.
4. The Board shall award the contract to the qualified multiple vendors whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered.
5. If the Board does not award the contract to the qualified multiple vendors whose proposals contain the lowest price, then the Board shall make a finding setting forth the basis for the award.
6. Failure to comply with any of the above requirements will be sufficient cause for cancellation of the contract.

14. ERRORS AND CORRECTIONS

Vendors are responsible for checking carefully all conditions and specifications. ESUHSD will not be responsible for any error or omissions on the part of the Vendor in making a proposal. No erasures are permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing the proposal. Verify your proposal before submission as they cannot be withdrawn or corrected after being opened.

15. ACCEPTANCE OF PROPOSALS

ESUHSD reserves the right to reject any or all proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility.

16. DISCREPANCIES /ADDENDA

Discrepancies in and omissions from the RFP documents or questions as to their meaning shall, at once, be brought to the attention of ESUHSD in writing only. Any interpretations, changes, additions or deletions will be made only by addendum duly issued, and a copy of such addendum will be mailed, faxed or delivered to each person or firm receiving a set of RFP documents. ESUHSD will not be responsible for any other interpretations or changes.

17. FAILURE TO COMPLY WITH INSTRUCTIONS

Failure to comply with any of the instructions stated in the RFP documents may result in rejection of the proposal.

- Any party submitting a proposal shall not contact, or lobby any District Board of Trustee, District official, and employee, or agent or representative during the proposal process including up to the date of Board action, except as specified in the RFP for contact. Any party attempting to influence the proposal including the submittal, review process and awarding of proposal will have their firm's proposal rejected for violating this term and condition of the RFP.
- Any party, individual, group or firm, not submitting a proposal, but which may have a financial or business interest in the award of the proposal shall not contact or lobby any District Board of Trustee, District official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board of Trustee's action in the award of this RFP will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

18. TIED PROPOSALS

Whenever tied proposals are received on advertised items, the successful vendor shall be selected as follows:

- If there are equal aggregate proposals, the successful vendor shall be randomly selected through a drawing from such equal vendors. In the event that equal proposals are received for the same manufacturer, ESUHSD hereby reserves the right to issue multiple awards to those vendors. The decision of ESUHSD shall be final.

19. BRANDS

All vendors must indicate the manufacturer's brand name and product number of the item proposed, if other than what is specified. **ESUHSD reserves the right to decide what an acceptable equal to product in this bid is.**

20. SUBSTITUTIONS

East Side Union High School district will consider substitutions for any item specified herein, as long as the substitution meets the specifications as set forth in these RFP documents. A valuation of "equal" rests in the sole discretion of ESUHSD. Therefore, if a vendor chooses to propose a substitution the following process must be completed prior to proposal opening.

- Spec sheets for the substitution must be sent to East Side Union High School District no later than **January 25, 2013 by 5:00pm.**
- Substitution **must** be clearly identified by the **Manufacturer Name** and **Manufacturer Number** they are replacing.
- East Side Union High School District will provide written notification to vendors within (5) working days after submission of the substitution as to the acceptance or rejection decision.

21. DELIVERY/FOB DESTINATION PRICING

Vendors must quote prices F.O.B. Destination, to the delivery location designated by ESUHSD and/or Capital Purchasing Department for all transactions against this agreement.

22. COST OF PROPOSAL PREPARATION

Cost of preparation of the response to this invitation for proposal is solely the responsibility of the vendor. ESUHSD accepts or implies no liability in the cost of preparation.

23. ADMINISTRATIVE AND LEGAL REQUIREMENTS

Bidders must meet Administrative and Legal Requirements included in this RFP and as outline in **Attachment A**, contained herein.

24. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification: The Vendor will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

Insurance: The Vendor will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as specified in **Attachment B** included herein. ESUHSD shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Provider agrees to provide copies of the required policies of insurance to ESUHSD. A certificate of insurance or letter is required from Bidder's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with Bidders' proposals. Actual certificates and additional insured endorsements naming ESUHSD as additional insured will be required to be delivered prior to execution of the final contract.

25. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The vendor hereby agrees and acknowledges that monies utilized by ESUHSD to purchase the items proposed is public money appropriated by the State of California or acquired by ESUHSD from similar public sources and is subject to variation. ESUHSD fully reserves the right to cancel this RFP at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds

26. LIQUIDATED DAMAGES

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

27. INVOICING/ACKNOWLEDGMENTS

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

Attachment A
Administrative and Legal Requirements
Page 1 of 5

1. Fingerprinting and Criminal Records Check.

Vendor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employees to have any contact with East Side Union High School District (ESUHSD) pupils or be present on any ESUHSD school site until such time as Vendor has verified in writing to the governing board of the ESUHSD that such employee has not been convicted of a felony as defined in Education code 45125.1. Vendor's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the ESUHSD and/or acting as independent Vendors of the Vendor. Verification of compliance with this section shall be provided in writing to the ESUHSD prior to the commencement of participation in the agreed project and prior to contact with students.

2. Health Examination.

No person shall be initially allowed to interact with students unless he/she has placed on file with the Vendor or ESUHSD a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

3. Assignment.

This agreement shall not be assigned by the vendor in whole or in part without the consent in writing from ESUHSD.

4. Successors and Assigns.

This resulting contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

5. Governing Law and Jurisdiction.

The Contract(s) will be governed and interpreted under the laws of the State of California.

Attachment A
Administrative and Legal Requirements
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6. Amendments; Waivers.

Except as otherwise provided in the Contract including the License Contract if separate, no modification to either Contract will be binding unless in writing and signed by an authorized representative of both parties.

7. Severability.

If a court of competent jurisdiction holds that any provision of the Contract (s) is invalid or unenforceable, the remaining portions of the Contract(s) will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Contract(s).

8. Insurance

In the event that vendor shall fail to maintain and keep in force the insurance requirements as stated in **Attachment D** of this RFP and certificates of insurance with the separate additional insured endorsements verifying insurance coverage ESUHSD shall have the right to modify, cancel and/or terminate the resulting contract forthwith and without notice.

ESUHSD shall have the right to require higher levels of insurance if deemed necessary solely by ESUHSD.

9. Independent Contractor

Vendors will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of ESUHSD. None of the provisions of any resulting contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of any resulting contract. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. Vendors will be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and subcontractors, if any. ESUHSD will be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and subcontractors, if any.

Attachment A
Administrative and Legal Requirements
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Vendors' personnel rendering services under any resulting contract will not have any of the rights or privileges of ESUHSD or State employees. Vendors and its agents, employees and subcontractors will not have any claim against the ESUHSD or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc.

Notwithstanding any reference to a managed care plan or system of care, Vendors will act as an entity separate and apart from ESUHSD, and will be considered Independent Vendors for all purposes, including liability and litigation.

10. Non-Discrimination.

No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

11. Conflict of Interest.

Before executing a Contract with ESUHSD, the Vendor shall disclose to the ESUHSD the identities of any board member, officer, or employee of the ESUHSD, or relatives thereof, who the Vendor knows or should know will have any financial interest resulting from this agreement.

12. Force Majeure.

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Contract(s) due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental acts including by not limited to failure or refusal to appropriate funds or failure of the Internet (not resulting from the actions or inactions of the vendor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

13. Entire Contract.

The final Contract(s) that is negotiated based on the results of this RFP shall supersede all previous Contracts and representations of, between or on behalf

Attachment A
Administrative and Legal Requirements
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of both parties with respect to its subject. The Contract(s) shall contain all of vendor and ESUHSD warranties, understandings, terms, conditions, covenants and representations. Neither the vendor nor ESUHSD will be liable for any Contracts, warranties, understandings, terms, conditions, covenants or representations not expressly set forth or referenced in the Contract(s). Any additional provisions in purchase orders, invoices or similar documents will be unenforceable.

14. Notices.

Any notice under the Contract(s) must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address supplied by the vendor and to the address designated for receipt of notices, or as may be provided by both parties.

15. Non-Collusion.

By submitting a proposal the vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of the License Contract, and that the vendor firm has received from ESUHSD no incentive or special payments, or considerations not related to the provision of products and services described in the License Contract.

16. Payment Terms.

ESUHSD shall pay the vendor, the fees specified in the Contract(s) within thirty (30) days from the date of invoice.

17. Cost of Bid Preparation

ESUHSD will not pay any costs incurred in bid preparation, presentation, demonstration or negotiation, and does not commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Vendor.

18. Confidential and Proprietary Information

All materials received in response to this Request for Qualifications may be made available to the public. If any part of a vendor's proposal is proprietary or confidential, the vendor must so identify and so state. ESUHSD reserves the

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Administrative and Legal Requirements
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right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

All materials received in response to this Request for Proposal may be made available to the public to the extent required or permitted by law. If any part of a Vendor's proposal is proprietary or confidential, the Vendor must so identify and so state. ESUHSD reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

Vendor understands and agrees that Vendor may have access to private or confidential information which may be owned or controlled by the ESUHSD and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the ESUHSD, its employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability and/or subject the ESUHSD to a loss of State and/or Federal funding. Consequently, Vendor agrees that all information disclosed by the ESUHSD to the Vendor, including all Pupil Records (as that term is defined in California Education Code Section 49076) shall be held in confidence and used only in performance of the Contract. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

Except as otherwise provided, all data provided to Vendor and its subcontractors and/or agents is confidential. Vendor shall become familiar with the State of California privacy laws, including HIPPA, and comply with HIPPA and all other laws pertaining to confidentiality of student information as they apply to the Vendor's performance of the work under Contract that is issued as a result of this RFQ. Vendor and the ESUHSD shall enter into a HIPAA Confidentiality Contract concurrent with the signing of a resulting Contract.

Vendor shall retain records relating to services provided under this agreement in accordance with the ESUHSD's legal obligations to retain records as set forth in 5 CCR section 16020 *et seq.*

Attachment B
Insurance Requirements
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Without limiting the Vendor's indemnification of ESUHSD, the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance policy to include ESUHSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at ESUHSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the ESUHSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by ESUHSD.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence	-	\$1,000,000
b. General aggregate	-	\$2,000,000
c. Products/Completed Operations aggregate	-	\$2,000,000
d. Personal Injury	-	\$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under the resulting contract.
- d. Personal Injury liability
- e. Owners' and Vendors' Protective liability
- f. Severability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to ESUHSD:

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Insurance Requirements
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a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to ESUHSD, and members of the Board of Trustees, and the officers, agents, and employees of the ESUHSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the ESUHSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified ESUHSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the ESUHSD.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the ESUHSD.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

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Insurance Requirements
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- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to the resulting contract:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the ESUHSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.
- 2. The ESUHSD acknowledges that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the ESUHSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- 3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its subVendors of any tier to carry the aforementioned coverages, or Vendor may insure subVendors under its own policies.
- 4. The ESUHSD reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.

ATTACHMENT C

Engagement Summary

Vendor will setup services for Employee laptop. This includes standard asset tagging (using customer-provided tags), imaging, and delivery to school sites and distribution to teachers.

Setup Services

To be completed offsite.

RECEIVING AND WAREHOUSING: Provider will receive and warehouse Laptop systems of multiple configurations as well as customer-provided asset tags. Inventory will be shipped directly to provider. The district is responsible for shipping the respective asset tags (type/quantity) to the provider facility in conjunction with each equipment purchase. The inventory to arrive a minimum of 15 business days before imaging/processing or the date will be pushed forward to accommodate services required as specified.

Ship to:

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

CUSTOM IMAGING: Provider will install one custom image per hardware configuration. Provider will accept custom images via these delivery methods:

- 1 -- As a .dmg file on a FireWire hard drive or a computer from the order.
- 2 -- As a .dmg file on DVD
- 3 -- District may send an exact pre-configured computer from the order from which the Provider will extract an image into a .dmg file. Images are to include only one operating System. (which could be OSX, Win8, Win7, Chrome or OSX with Parallels and Win8)

CUSTOM IMAGING PROCESSES: Before the Provider will install custom images on ESUHSD computers, the master image supplied will be installed onto computers from the ESUHSD order and sent to ESUHSD for testing and final approval of the images and image processes. This contract allows for up to two tests until approval is given and the final Golden Master image is established. Provider will not install the final image on computers without signed approval from ESUHSD of the image and image processes. ESUHSD must supply a spreadsheet of how many computers will be imaged and with which image.

STANDARD BAR-CODED ASSET TAGS: Before delivery to ESUHSD, Provider will apply a customer-provided, bar-coded asset tag to each computer per ESUHSD specifications. Exact location of asset tags will be given to Provider in a photographic or graphic form as well as text. Customer-provided asset tags, authorized instructions, and approval of placement from ESUHSD to arrive at Provider's warehouse a minimum of 15 business days before the first delivery to ESUHSD or the installation date will be pushed forward to accommodate services required as specified.

PACKAGING COMPUTERS FOR DELIVERY: Provider will return computers to finished goods boxes with all packaging. Accessories to remain in the finished goods boxes, but software and manuals to be bulk packed into separate boxes that are clearly labeled.

DELIVERY: Provider will deliver computers to designated school sites. Driver will assist with the delivery. Delivery will be made between 9AM and 5PM, weekdays. Provider will issue laptops to teachers during designated times at each school site.

ASSET DATABASE: Within five business days after completion of the project, Provider will provide an electronic excel spreadsheet "Asset Database" copy of all items deployed. Report to include some or all of the following fields, to be chosen by ESUHSD representative:

- 1 -- Date of Purchase
- 2 -- Purchase Order Number
- 3 -- Computer Part Number
- 4 -- Computer Description
- 5 -- Computer Serial Number
- 6 -- Asset Tag Number
- 7 -- Computer Ethernet MAC address
- 8 -- Computer Airport card MAC address
- 9 -- School Site installed
- 10-- Employee Name & Employee's Room Number

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

DOA (Dead on Arrival) PROCEDURE: Provider will identify any malfunctioning or DOA computers before ESUHSD delivery and give repair information to provider representative so that any defective computers can be replaced or repaired by Vendor before ESUHSD delivery. If Vendor cannot provide repaired or replacement computers delivered to Provider's warehouse within 15 business days of the first scheduled delivery to ESUHSD, Vendor will deliver those replacement computers to ESUHSD directly and provider will not be responsible for the services on those computers under this contract.

ESUHSD RESPONSIBILITIES:

- 1 -- Designate a Project Manager to work with Provider.
- 2 -- Project Manager will provide images, spreadsheets required, asset tags, approvals, be the main point person for all communications and provide an authorized signature on the Vendor Confirmation of Acceptance of Services document at end of project.
- 3 -- Designate a Logistics Coordinator who will provide installation information and an overview map of the delivery site with the single delivery location marked.

4 -- Designate a Site Coordinator who will provide a clear parking area at the single delivery site for the Provider's delivery vehicles.

5 -- Site Coordinator will assure freight elevators will be available for use if there are deliveries to floors other than ground.

6 -- Provide a district-based representative to sign an acceptance document receipt when delivery is completed at the single site.

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

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

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

COMPUTER SPECIFICATIONS

MacBook Pro 13 inch (quantity 500)

OS X Mountain Lion
2.5GHz, Dual-Core i5
8GB RAM
500GB Serial ATA Drive
Backlit Keyboard (English)
Mini DisplayPort to VGA Adapter
Sleeve
AppleCare Protection Plan

MacBook Air 11 inch (quantity 500)

OS X Mountain Lion
1.7GHz, Dual-Core i5
8GB RAM
128GB Flash Storage
English Backlit Keyboard
Mini DisplayPort to VGA Adapter
Sleeve
AppleCare Protection Plan

Windows Laptop 13 inch (quantity 500)

Windows 8 Professional

3rd gen Intel Core i5, 2.6GHz
8GB RAM
Internal Keyboard (English)
Camera and Microphone
320GB Hard Drive
8X DVD+/-RW
Wireless 802.11n
HD Graphics
Bluetooth
6 cell Battery
Sleeve
3yr next business day onsite

Ultrabook 13 inch (quantity 500)

Windows 8 Professional
3rd gen Intel Core i5, 2.6GHz
8GB RAM
English Keyboard
Camera and Microphone
320GB Hard Drive
8X DVD+/-RW
Wireless 802.11n
HD Graphics
Bluetooth
6 cell Battery
Sleeve
USB to Ethernet Adapter
Mini-Display Port to VGA conversion Dongle
3yr next business day onsite

Chromebook (quantity 500)

11.5 inch Display
6.5 hours of battery life
Samsung Exynos 5 Dual Processor
16GB SDD
Wireless 802.11 a/b/g/n
VGA Camera
Bluetooth
Sleeve

Exhibit 1
General Vendor Information/Signature Page
Page 1 of 2

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

General Vendor Information/Signature Page RFP-08-12-13			
Firm Name			
Firm Address			
Firm Telephone			
Firm Fax Number			
Firm Email		Website URL	
Type of Firm (Check the appropriate box)	Individual		
	Partnership		
	Corporation		
	Joint Venture		
Primary Contact Name			
Primary Contact's Telephone			
Primary Contact's Email			
Are you currently or within the past five (5) years been involved in litigation with any public agency particularly any school district? (Please answer Yes or No)			
If Yes, explain, and provide case name and number:			
Have you ever failed to complete a project in the last three years? (Please answer Yes or No)			
If yes, give owner and details:			

Exhibit 1
General Vendor Information/Signature Page
Page 2 of 2

Vendor's Representations

Vendor understands, agrees, and warrants:

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

Vendor's Signature

No Proposal will be accepted which has not been signed in ink in the appropriate space below.

Print Name

Print Title

Corporate Seal If applicable

Signature

Date

Exhibit 2
List of References
Page 1 of 2

References – provide at least three (4) educational client references for which your proposed lead person and project team have performed similar Laptop Computer services. Include school district names, addresses, contact name(s), phone/fax numbers and a brief description of services.

Reference # 1	
Contact Name	
Contact Title	
Contact's Telephone	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

Reference # 2	
Contact Name	
Contact Title	
Contact's Telephone	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

Exhibit 2
List of References
Page 2 of 2

Reference # 3	
Contact Name	
Contact Title	
Contact's Telephone	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

Reference # 4	
Contact Name	
Contact Title	
Contact's Telephone	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	



EXHIBIT 3
NONCOLLUSION DECLARATION

(To Be Executed By Vendor and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Proposal; that the attached Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham Proposal, or that anyone shall refrain from proposing; that the Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Vendor, 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 Proposal are true; and further, that the Vendor has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

Executed this _____ day of _____, 20____, at _____, California.

Print Name

Print Title

Signature

Date



EXHIBIT 4

CERTIFICATE OF NONDISCRIMINATION BY SELLER

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

We agree specifically:

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

PRINT OR TYPE FIRM'S NAME

PRINT OR TYPE NAME AND TITLE OF PERSON SIGNING

SIGNATURE

DATE



EXHIBIT 5
CONFLICT OF INTEREST STATEMENT
(To Be Executed By Vendor and Submitted With Proposal)

[This form must be filled out, signed, dated and submitted by all persons seeking to serve as a consultant to the District]

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

“Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.”

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

I, _____ [NAME OF CONSULTANT], hereby certify the following:

1. I am not an employee of the District.
2. Within the past year I have not been a member of the District Board of Trustees of the District.
3. Neither I nor any member of my immediate family (includes parent, spouse, domestic partner, or child) or member or resident of my household is a member of the District's Citizens Bond Oversight Committee for the District's Measure G or Measure E bond programs.
4. Within the past year I have not provided or made, and will not provide or make, any promise of any gift¹ of any kind (money, meals, goods, services, entertainment tickets, etc.), in-kind services, commission, or fully or partially expense-paid trips to any District Board Member or District employee whose responsibilities include the selection of District consultants or the evaluation, supervision or oversight of District consultants (a “**Responsible Employee**”), except:

¹ “Gifts” do not include promotional or advertising items such as calendars, desk pads, notebooks and other office items valued less than \$25.00 and which are of the type usually offered by business concerns free of charge to all as part of their public relations programs.



5. I do not employ or retain, and will not employ or retain, any current District **Responsible Employee** as a consultant, independent contractor or employee during the term of my consultancy agreement with the District.

6. I am authorized to make, and do make, this certification on behalf of _____
[CONSULTANT].

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

Signature of Consultant

Signature Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.