

TABLE OF CONTENTS
FOR
BASIC MAINTENANCE AND TECHNICAL SUPPORT
OF EGINOPS DARK FIBER EQUIPMENT
FOR SANTA CLARA COUNTY OFFICE OF EDUCATION E-RATE CONSORTIUM

1. TABLE OF CONTENTS	Page	1
2. INSTRUCTIONS AND CONDITIONS	Pages	2-8
3. SPECIFICATIONS AND PROPOSAL FORM	Pages	9-14

ATTACHMENTS - These forms may be downloaded from our website at:
<http://www.sccoe.org/depts/purchasing/required-docs.asp>.

- (a) Affirmative Action
- (b) Nondiscrimination by Supplier
- (c) Workers Compensation
- (d) Sub-Contractors List
- (e) Non-collusion Declaration

NOTE: The Table of Contents and all items listed are to be made a part of the above referenced proposal.

Josephine Dy-Liacco
Senior Buyer

INSTRUCTIONS AND CONDITIONS
FOR
BASIC MAINTENANCE AND TECHNICAL SUPPORT
OF EGINOPS DARK FIBER EQUIPMENT
FOR
THE SANTA CLARA COUNTY OFFICE OF EDUCATION E-RATE CONSORTIUM

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, San Jose, California, hereinafter referred to as the Owner, will receive up to, but no later than, **Friday, March 3, 2023, at 3:00 p.m.,** sealed proposals for the award of a contract(s) for the services.

All prices proposed shall be FOB Destination.

The Owner reserves the right to reject any or all proposals, to waive any informality in the proposing process, to award on section-by-section or total basis, and to be the sole judge of whether an item proposed is equivalent to the requested item and meets the needs of this office.

Proposals shall be received in the office of the Senior Buyer, Josephine Dy-Liacco, of the SCCOE at 1290 Ridder Park Drive, San Jose, California 95131.

The Santa Clara County Office of Education reserves the right to extend the Proposal due date by 1 week if one or zero proposals are received by the original due date.

NOTE: AWARD OF QUOTE IS BASED ON FULL E-RATE FUNDING

Must be authorized vendor registered with the USAC (Universal Service Administrative Company) at time of services rendered.

QUESTIONS AND ANSWERS

All questions regarding this RFP are due on or before Monday, January 30, 2023, at 4:00 p.m. via email to: Erate@SCCOE.org with the subject line of "RFP 03_23_24 questions". Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website Friday, February 3, 2023, at or before 4:00 p.m. It is the responsibility of the prospective Responder to check the website <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx> for updates or addenda.

PREPARATION OF PROPOSAL FORM

Please prepare your proposals on the form attached to be submitted at such time and place as is stated in the notice to Vendors calling for proposals. All blanks in the Proposal Form must be appropriately filled in, and all prices must be stated in words and figures. All proposals submitted must be in sealed envelopes bearing on the outside the name of the proposer, his address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposer to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened.

Encyclopedic proposals which do not specify the products or services that will meet the scope and requirements specified may be disqualified.

BRAND NAMES AND NUMBERS

1. Brand names and numbers when given in Specifications are for reference. Proposals on equivalent items will be considered provided the proposal clearly describes the article offered and it is equivalent in quality and utility.
2. State brand and model on each item. If proposing other than the make, model, or brand specified in the Specifications, state the item offered by the manufacturer's name and model number. Unless the proposer clearly indicated in his proposal that he is offering an "equal" product, his proposal shall be considered as offering the brand name product referenced in the invitation for proposals.

PROPOSAL SEPARATELY

Propose on each item separately. Prices should be stated in units specified in Specifications. If standard packaging is not consistent with proposal, so indicate on Specifications.

SIGNING OF PROPOSALS

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

NO PROPOSAL

If you are unable to propose, please return the proposal and/or Proposal Questionnaire stating reason; otherwise, your name may be removed from our proposal list.

TAXES, CHARGES, AND EXTRAS

1. Unless otherwise definitely specified, the prices proposed herein do not include Sales Tax, Use Tax, or other taxes.
2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the Santa Clara County Office of Education.
3. The Santa Clara County Office of Education does not pay Federal Excise Taxes. Do not include these taxes in your proposal price; however, do indicate on the proposal the amount of any such tax. The Santa Clara County Office of Education will sign an Exemption Certificate in lieu of such tax.

QUALIFICATIONS

All proposers may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the Santa Clara County Office of Education, or who is a defaulter as surety, vendor or otherwise within the past twelve (12) months.

AWARD OF CONTRACT

1. Proposals will be evaluated on the following criteria:

Costs	60%,
Prior Customer Experience	20%
Coverage	20%.

2. A written purchase order mailed or otherwise furnished to the successful proposer within the time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

ASSIGNABILITY

A contract is not assignable by vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

WARRANTY

Vendor warrants to the Owner and/or its customer that the goods and/or services covered by this order will conform to the specifications, samples, description, and time provisions furnished by the Owner and will be of first-class material and workmanship and free from defects; and the Owner reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the Owner and risk of loss before acceptance shall be on vendor. Defective goods rejected by the Owner may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

The vendor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials discovered and made known to vendor within one (1) year from the filing of the Notice of Completion shall be made good by vendor without additional expense to the Owner.

COMPLIANCE WITH STATUTE

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the specifications thereof, or the same submitted by the vendor with his proposal, the Owner may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the Owner, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the vendor fail, neglect, or refuse to do so the Owner shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the Owner. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the Owner to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by

fire, strike, freight embargo, or Act of God, or the government.

2. Cost of inspection of materials and/or services provided which do not meet specifications will be at the expense of the vendor.
3. The rights and remedies of the Owner provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for ninety (90) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

1. Any cash discounts given to the Owner must be so stated on the proposal.
2. Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered in evaluating offers for award. However, offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
3. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work propose upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the proposal. No oral or telephonic modification of any proposal submitted will be considered, and a telegraphic modification may be considered only if the postmark evidence that a confirmation of the telegram duly signed by the proposer was placed in the mail prior to the proposal opening.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

WITHDRAWAL OF PROPOSAL

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

INTERPRETATION OF DOCUMENTS

If a proposer for the proposed contract is in doubt as to the meaning of any part of the specifications, or other contract documents, or finds discrepancies in, or omissions from specifications, proposer may submit to the Purchasing Manager a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such

addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any proposer.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a proposer, or that has proposal prices or materials to a proposer, in not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers or making a prime proposal.

EVIDENCE OF RESPONSIBILITY

Upon the request of the Owner, a proposer whose proposal is under consideration for award shall submit promptly to the Owner's satisfaction evidence showing the proposer's financial resources, experience, and organization for the performance of the contract.

SUBMISSION OF PROPOSALS TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN

In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.

AFFIRMATIVE ACTION

1. The proposer shall comply with the Owner's Affirmative Action Employment Program adopted by the Board of Education on January 13, 1976, especially section 12, Contract Compliance (a copy of the section attached hereto).
2. A complete copy of the Affirmative Action Employment Program may be requested through the Purchasing Unit, General Services Department, Santa Clara County Office of Education, 1290 Ridder Park Drive, San Jose, California 95131-2398.
3. The proposer shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

WAGE SCALE

The SCCOE has determined the general prevailing rate per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract, which will be awarded to the successful proposer, to be as adopted by the Board of Supervisors of Santa Clara County.

WORKER'S COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the payment of compensation to employees. Contractor shall sign and file with SCCOE the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will

comply with such provision before commencing the performance of the work of this contract." The certificate is included herein.

Per Diem is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time and one-half.

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor hereunder, to pay not less than the said specified rates to all workers employed in execution of the contract.

As a federally funded project, all work is subject to the Davis Bacon Act and the Copeland Act. As such, the successful contractor shall be required to pay prevailing wages as identified by the Department of Labor's Code of Federal Regulations (CFR), Title 29, Part 5.5 and shall be required to submit weekly certified payroll reports to the SCCOE's Purchasing Department.

INSURANCE REQUIREMENTS

For onsite maintenance purposes, the successful vendor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Public Liability Insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000.
2. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000.
3. Property Damage Insurance in an amount not less than \$500,000.
4. Worker's Compensation Insurance in an amount adequate to cover all employees.
5. Professional Liability Insurance (errors and omissions) in an amount not less than \$1,000,000.
6. Automotive and truck were operated in amounts as above.
7. The General Liability insurance policy is required to be endorsed to contain the following provisions:
"The SCCOE, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement."
8. If at any time any of the foregoing policies becomes unsatisfactory to the SCCOE as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the SCCOE, the Consultant shall, upon notice to that effect from the SCCOE, promptly obtain a new policy, and shall submit the same to the SCCOE for approval with the appropriate certificates and endorsements.
9. Consultant will pay all fines and penalties that are a result of their errors and omissions.

PROOF OF CARRIAGE OF INSURANCE

Company shall not commence work, nor shall company allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by SCCOE:

1. Certificates and insurance policies shall include the following clause:
"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice have been mailed to SCCOE stating date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

2. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

COUNTY OFFICE OF EDUCATION RIGHTS AND OPTIONS

The Santa Clara County Office of Education reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the proposal. This proposal does not obligate the County Office of Education to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

ERRORS AND OMISSIONS

If prior to the date fixed for submission of proposals, an ambiguity, conflict, discrepancy, omission, or error in the proposal or any of its exhibits is discovered by a consultant, and such is made known to SCCOE, the SCCOE may make corrections or clarifications by addenda. SCCOE will give written notice to all parties who have been furnished this proposal for proposal purposes without divulging the source of the request. Consultant shall propose at consultant's own risk, and if consultant is awarded the contract, consultant shall not be entitled to additional compensation or time by reason of any error that is later discovered that had not been specifically corrected by addenda.

PROPOSAL QUESTIONNAIRE

If you decide not to propose, please return "Proposal Questionnaire" indicating reason. Failure to respond may result in your company being removed from our proposal list.

SPECIFICATIONS and PROPOSAL FORM
FOR
BASIC MAINTENANCE AND TECHNICAL SUPPORT
OF EKinops DARK FIBER EQUIPMENT
FOR SANTA CLARA COUNTY OFFICE OF EDUCATION E-RATE CONSORTIUM

Specifications

SCOPE

The SCCOE is seeking to purchase basic maintenance and technical support coverage for its Ekinops Dark Fiber Equipment.

Coverage will commence 07/01/2023 thru 06/30/2024.

SCCOE is also requesting that this proposal can be extended on an annual basis for four additional one-year terms.

Vendor must be authorized and registered with the USAC (Universal Service Administrative Company) with valid SPIN and up-to-date Form 498 at time of services rendered.

Proposal Form

TO: THE SANTA CLARA COUNTY OFFICE OF EDUCATION

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with **E RFP 03_23_24** all in strict conformity with the specifications and other contract documents, including addenda nos. __ and __, on file at the Office of the Purchasing Manager of the Santa Clara County Office of Education.

BASE PROPOSAL

Proposals should include pricing for different levels of support equivalent to Ekinops Bronze, Silver, and Gold support packages.

The Owner reserves the right to reject any or all proposals, to waive any informality in the proposal process, to award on a section-by-section or total basis, and to be the sole judge of whether an item proposed is equivalent to the requested item and meets the needs of this office.

Proposals need to be adjusted for any existing maintenance to begin on July 1, 2023, thru June 30, 2024. Indicate what percentage of the Basic Maintenance is E-Rate Eligible.

In compliance with "Instructions and Conditions" and "Specifications" which we acknowledge to have reviewed and understand, we submit our proposal for the sums of:

E-RATE SCCOE CONSORTIUM BASIC MAINTENANCE AND TECHNICAL SUPPORT OF EKinOPS DARK FIBER EQUIPMENT
SANTA CLARA COUNTY OFFICE OF EDUCATION

List of Ekinops Equipment for Bronze Level Maintenance					
Ekinops Part Number	Network	Spares	Total	Cost	% E-rate Eligible
	Qty	Qty	Qty		
C600HC	5	1	6		
PSR-HC2	5	2	7		
C200HC-AC	30	2	32		
PM_MNGT4	35	2	37		
400EEM	35		35		
PM_O6006MP	42	4	46		
PM_200FRS02	8	1	9		
PM_OAIL-HCS-17	23	2	25		
PM_DGE2-100G	10	2	12		
PM_VOA-WTR	31	3	34		
PM_OPS2D	23	4	27		
PM_OPS2	26		26		
PM_OPM8	2	1	3		
PM_OTDR	2		2		
386	6	1	7		
382T	132	13	145		
376	132	13	145		
SFP VOA	70	6	76		
SFP_OTDR/403	2		2		
RM_OM40FT-O	10	1	11		
RM_OADM4R-ETR 20-23	5		5		
RM_OADM4R-ETR 24-27	5		5		
RM_OADM4R-ETR 28-31	5		5		
RM_OADM4R-ETR 32-35	4		4		
RM_OADM4R-ETR 36-39	3		3		
RM_OADM4R-ETR 40-43	2		2		
RM_OADM4R-ETR 44-47	2		2		
RM_OADM4R-ETR 48-51	2		2		
RM_OADM4R-ETR 52-55	2		2		
RM_ODC	8		8		
CM_ODC-20K/100G	8		8		
CM_ODC-40K/100G	6		6		
CM_ODC-60K/100G	2		2		
RM_TR1	40		40		
PM_FILLER4	33		33		
PM_FILLER8	6		6		
OK_DWDM	346		346		

E-RATE SCCOE CONSORTIUM BASIC MAINTENANCE AND TECHNICAL SUPPORT OF EGINOPS DARK FIBER EQUIPMENT
SANTA CLARA COUNTY OFFICE OF EDUCATION

OK_PAD2	15		15		
OK_OA-HC	23		23		
OK_DGE2	10		10		
OK_CM-ODC2	16		16		
OK_RM-OADM4R	30		30		
NMS_LICENSE_INITIAL	1		1		
NMS_LICENSE_ADDITIONAL-NE	30		30		
Total:					

List of Ekinops Equipment for Silver Level Maintenance					
Ekinops Part Number	Network	Spares	Total	Cost	% E-rate Eligible
	Qty	Qty	Qty		
C600HC	5	1	6		
PSR-HC2	5	2	7		
C200HC-AC	30	2	32		
PM_MNGT4	35	2	37		
400EEM	35		35		
PM_O6006MP	42	4	46		
PM_200FRS02	8	1	9		
PM_OAIL-HCS-17	23	2	25		
PM_DGE2-100G	10	2	12		
PM_VOA-WTR	31	3	34		
PM_OPS2D	23	4	27		
PM_OPS2	26		26		
PM_OPM8	2	1	3		
PM_OTDR	2		2		
386	6	1	7		
382T	132	13	145		
376	132	13	145		
SFP VOA	70	6	76		
SFP_OTDR/403	2		2		
RM_OM40FT-O	10	1	11		
RM_OADM4R-ETR 20-23	5		5		
RM_OADM4R-ETR 24-27	5		5		
RM_OADM4R-ETR 28-31	5		5		
RM_OADM4R-ETR 32-35	4		4		
RM_OADM4R-ETR 36-39	3		3		
RM_OADM4R-ETR 40-43	2		2		
RM_OADM4R-ETR 44-47	2		2		
RM_OADM4R-ETR 48-51	2		2		

E-RATE SCCOE CONSORTIUM BASIC MAINTENANCE AND TECHNICAL SUPPORT OF EGINOPS DARK FIBER EQUIPMENT
SANTA CLARA COUNTY OFFICE OF EDUCATION

RM_OADM4R-ETR 52-55	2		2		
RM_ODC	8		8		
CM_ODC-20K/100G	8		8		
CM_ODC-40K/100G	6		6		
CM_ODC-60K/100G	2		2		
RM_TR1	40		40		
PM_FILLER4	33		33		
PM_FILLER8	6		6		
OK_DWDM	346		346		
OK_PAD2	15		15		
OK_OA-HC	23		23		
OK_DGE2	10		10		
OK_CM-ODC2	16		16		
OK_RM-OADM4R	30		30		
NMS_LICENSE_INITIAL	1		1		
NMS_LICENSE_ADDITIONAL-NE	30		30		
			Total:		

List of Ekinops Equipment for Gold Level Maintenance					
Ekinops Part Number	Network	Spares	Total	Cost	% E-rate Eligible
	Qty	Qty	Qty		
C600HC	5	1	6		
PSR-HC2	5	2	7		
C200HC-AC	30	2	32		
PM_MNGT4	35	2	37		
400EEM	35		35		
PM_O6006MP	42	4	46		
PM_200FRS02	8	1	9		
PM_OAIL-HCS-17	23	2	25		
PM_DGE2-100G	10	2	12		
PM_VOA-WTR	31	3	34		
PM_OPS2D	23	4	27		
PM_OPS2	26		26		
PM_OPM8	2	1	3		
PM_OTDR	2		2		
386	6	1	7		
382T	132	13	145		
376	132	13	145		
SFP VOA	70	6	76		
SFP_OTDR/403	2		2		

Materials and supplies shall be paid at cost plus _____%.

made payable to the order of the Santa Clara County Office of Education for the sum of:

Not less than 5% of the amount of proposal

Destination

NO PROPOSAL IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY

FIRM NAME: _____

ADDRESS: _____

CITY & ZIP: _____

TELEPHONE: _____ FAX: _____

USAC SPIN NUMBER: _____

FIRM NAME AS REGISTERED WITH USAC/SLD: _____

SIGNATURE: _____ DATE: _____
(Authorized Agent)

NAME: _____ TITLE: _____
(Please Print)

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents and the document shall bear the corporate seal; if proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if proposer is an individual, his signature shall be placed above.

AFFIRMATIVE ACTION EMPLOYMENT PROGRAM

APPROVED: January 13, 1976

BY: Santa Clara County Board of Education

SECTION 12, CONTRACT COMPLIANCE

- 12.1 The Santa Clara County Office of Education will maintain a list of minority businesses and businesses operated by women that will ensure that such businesses receive solicitations for proposals.
- 12.2 The Santa Clara County Office of Education will maintain a list of minority and woman consultants and will ensure that they are afforded equal opportunity for contracts.
- 12.3 The Santa Clara County Office of Education will notify its vendors, suppliers, and other contractors of its affirmative action program.
- 12.4 The Santa Clara County Office of Education will require the inclusion of the following equal opportunity clauses as a condition of all contracts in excess of \$10,000.

During the performance of this contract, the contractor agrees as follows:

- 12.4.1 The contractor will not discriminate against any employee or applicant for Employment because of race, creed, color sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and a selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 12.4.2 The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, physical handicap, sex, or national origin.
- 12.4.3 The contractor will show evidence of compliance with all provision of executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.4.4 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contractor maybe declared ineligible for further contracts with this office.

CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the Santa Clara County Office of Education, 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.

FIRM NAME: _____

TITLE OF OFFICER SIGNING: _____

SIGNATURE: _____

DATE: _____

SANTA CLARA COUNTY OFFICE OF EDUCATION
1290 RIDDER PARK DRIVE
SAN JOSE, CA95131-2398
(408) 453-6860
PROPOSAL QUESTIONNAIRE

The Santa Clara County Office of Education is continually looking for ways to improve its proposal procedures. Your assistance would be greatly appreciated. Please complete this questionnaire and return it with your proposal. If you will not be proposing, please fold in three, staple and return to address above.

(Check all answers that apply)

1. How did you learn about this particular proposal? _____

Personal contact from us? _____

Other-*please specify*: _____
2. If you do not plan to propose, please explain why:
_____ Quantity too high/low.
_____ Cannot meet the specifications of the proposal.
_____ Not enough time allowed to complete proposal requirements
_____ Cannot meet the delivery date or the completion date.
_____ Cannot handle the order at this time.
_____ Proposal and/or Performance Bond requirements too high.
3. Do you have any suggestions on how to improve our proposal process and/or the specifications?

4. Name of Your Company: _____
5. This Proposal Number: _____

6. Title of Proposal: _____
7. By and Title: _____
8. Comments: _____

CONTRACTOR'S CERTIFICATE

REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, 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 or her 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: _____

(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.)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 41007), Division 5, Title 1 of the Government Code of the State of California, and any amendments thereof, each proposer shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total proposal; and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this proposal.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total proposal, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any on other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total proposal as to which his original proposal did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portions of the work in excess of one-half of one percent of the prime contractor's total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and only after finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

<u>PORTION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>LOCATION & PLACE OF BUSINESS</u>

CONTRACTOR'S NAME

SIGNATURE

NONCOLLUSION DECLARATION

(To Be Executed by Proposer 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 proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer 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 proposer, 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 proposer 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 _____, 202____, at
_____, California

Authority: Public Contract Code 7106
CCP 2015.5

Id5,p.2