TABLE OF CONTENTS
FOR
DARK FIBER EQUIPMENT2
AT
SANTA CLARA COUNTY OFFICE OF EDUCATION
CONSORTIUM

1. Instructions and Conditions  Pages  2 - 7
2. Specifications               Pages  8 - 9
3. Bid Form                    Pages  10 - 13
4. Attachments

Forms also available at http://www.sccoe.org/depts/purchasing/required-docs.asp

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

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

________________________
Nada Cavigliano
Senior Buyer
INSTRUCTIONS AND CONDITIONS
FOR
DARK FIBER EQUIPMENT2
AT
SANTA CLARA COUNTY OFFICE OF EDUCATION
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, Monday, July 18, 2016 at 3:00 PM, sealed bid proposals for the award of a contract for:

DARK FIBER EQUIPMENT2 – SCCOE CONSORTIUM

All prices quoted shall be FOB Destination. All material shall be shipped to 1290 Ridder Park Drive, San Jose Ca 95131 according to delivery dates. Delivery schedule is TBD.

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

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.

CONTACT
Any questions regarding bidding procedures should be directed to Senior Buyer, Nada Cavigliano at (408) 453-6920, or email, nada_cavigliano@sccoe.org.

Any technical questions regarding this bid should be directed to David Huie, Manager Network & Tech Support Services, at (408) 453-6743, email, david_huie@sccoe.org, or Vince Tran, Network Enterprise Engineer, at (408) 453-6669, vince_tran@sccoe.org.

PREPARATION OF BID FORM
Please prepare your bids on the form attached to be submitted at such time and place as is stated in the notice to Vendors calling for bids. All blanks in the Bid Form must be appropriately filled in, and all prices must be stated in words and figures. All bids submitted must be in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
BRAND NAMES AND NUMBERS
1. Brand names and numbers when given in Specifications are for reference. Bids on equivalent items will be considered provided the bid clearly describes the article offered and it is equivalent in quality and utility.

2. State brand and model on each item. If bidding 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 bidder clearly indicated in his bid that he if offering an “equal” product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

BID SEPARATELY
Bid on each item separately. Prices should be stated in units specified in Specifications. If standard packaging is not consistent with bid, so indicate on Specifications.

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

NO BID
If you are unable to bid, please return the bid and/or Bidding Questionnaire stating reason; otherwise, your name may be removed from our bid list.

TAXES, CHARGES, AND EXTRAS
1. Unless otherwise definitely specified, the prices quoted 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 bid price; however do indicate on the bid 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 bidders may be required to furnish evidence of their technical ability, experience, and financial responsibility. No bid 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. Bid proposals will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs</td>
<td>40%</td>
</tr>
<tr>
<td>Compatibility with existing network</td>
<td>15%</td>
</tr>
<tr>
<td>Technology</td>
<td>15%</td>
</tr>
<tr>
<td>Ease of Implementation</td>
<td>10%</td>
</tr>
<tr>
<td>Prior Customer Experience</td>
<td>10%</td>
</tr>
<tr>
<td>Company Size and Stability</td>
<td>5%</td>
</tr>
<tr>
<td>Terms of Service</td>
<td>5%</td>
</tr>
</tbody>
</table>

2. A written purchase order mailed or otherwise furnished to the successful vendor 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 bid 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 bid, 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 bid are considered valid for ninety (90) days, from date of bid 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 bid.

2. Prompt payment discounts offered for payment within less that 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 Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the bid. No oral or telephonic modification of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the bid opening.

ERASES
The bid 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 bid.

WITHDRAWAL OF BID
Bidders may withdraw their bid 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 bids.

INTERPRETATION OF DOCUMENTS
If a bidder 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, bidder 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 bidder.

BIDDERS INTERESTED IN MORE THAN ONE BID
No person, firm, or corporation shall be allowed to make, or file, or be interested in more that one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices or materials to a bidder, in not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

EVIDENCE OF RESPONSIBILITY
Upon the request of the Owner, a bidder whose bid is under consideration for award shall submit promptly to the Owner’s satisfaction evidence showing the bidder’s financial resources, experience, and organization for the performance of the contract.
SUBMISSION OF BIDS TO PUBLIC PURCHASING BODY; AGREEMENT TO ASSIGN
In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid 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 bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

AFFIRMATIVE ACTION
1. The bidder 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 bidder shall sign the enclosed “Certification of Nondiscrimination by Supplier” form and submit it with the bid.

BIDDING QUESTIONNAIRE
If you decide not to bid, please return “Bidding Questionnaire” indicating reason. Failure to respond may result in your company being removed from our bid list.
SPECIFICATIONS
FOR
DARK FIBER EQUIPMENT2
AT
SANTA CLARA COUNTY OFFICE OF EDUCATION
CONSORTIUM

SCOPE
The Santa Clara County Office of Education (SCCOE) E-Rate Consortium is seeking proposals for optical equipment to terminate nodes in a dark fiber network. Both CWDM and DWDM equipment will be required based upon the site configuration which will be in either a hub-and-spoke topology or a ring topology. Two scenarios are proposed:

1. Hybrid solution combining ring and hub-and-spoke configurations
2. Complete ring solution connecting all sites

Optical equipment proposals should account for these two possible configurations of the dark fiber network. Additionally monitoring equipment configured for each network topology is requested.

Option 1: Hybrid solution combining ring and hub-and-spoke

School district sites will be connected in a hub-and-spoke design to SCCOE (Appendix A), and CWDM equipment is required. Estimated average distance between each node site to the hub is between 40km to 60km. The proposed CWDM equipment should support between one to four wavelengths. Node sites will be connected at varying bandwidths including 1, 10, 40, and 100 Gbps. Please present options for terminating optics including SFP (1G), SFP+ (10G), XFP (10G),

Data center sites will be connected in a ring configuration (Appendix B), and DWDM equipment is required. Estimated average distance between each node site to the hub is between 40km to 60km. The proposed DWDM equipment should support between one to eighty wavelengths total. Minimum speed for each node site on the ring is 10Gbps. Please present options for all common terminating optics including SFP+ (10G), XFP (10G), QSFP (40G), and QSFP28 (100G).

Option 2: Complete ring solution connecting all sites

All sites (Appendix A + B) will be connected in ring configuration, and DWDM equipment is required. Estimated average distance between each node site to the hub is between 40km to 60km. The proposed DWDM equipment should support between one to eighty wavelengths. Minimum speed for each node site on the ring is 10Gbps. Please present options for all common
terminating optics including SFP (1G), SFP+ (10G), XFP (10G), QSFP (40G), and QSFP28 (100G). Additionally the solution must account for the total distance spanning the ring and include amplification equipment as required to minimize signal loss.

Monitoring:

Proposals should include equipment to actively and continuously monitor the quality of the signal and integrity of the dark fiber, out of band, from SCCOE to each node site. Accompanying software and any required licensing for fiber monitoring should be included in the proposal.

Purchases commencing 07/01/2016 or later through 06/30/2017.

EQUIPMENT STANDARDS AND SPECIFICATIONS

Equipment-only; no installation services requested.
BID FORM
FOR
DARK FIBER EQUIPMENT2
AT
SANTA CLARA COUNTY OFFICE OF EDUCATION
CONSORTIUM

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

BID: E RFP18-16-17

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 QUOTES

The Santa Clara County Office of Education (SCCOE) E-Rate Consortium is seeking proposals for optical equipment to terminate nodes in a dark fiber network. Both CWDM and DWDM equipment will be required based upon the site configuration which will be in either a hub-and-spoke topology or a ring topology. Two scenarios are proposed:

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Data center sites will be connected in a ring configuration (Appendix B), and DWDM equipment is required. Estimated average distance between each node site to the hub is between 40km to 60km. The proposed DWDM equipment should support between one to eighty wavelengths total. Minimum speed for each node site on the ring is 10Gbps. Please present options for all common terminating optics including SFP+ (10G), XFP (10G), QSFP (40G), and QSFP28 (100G).

Option 2: Complete ring solution connecting all sites

All sites (Appendix A + B) will be connected in ring configuration, and DWDM equipment is required. Estimated average distance between each node site to the hub is between 40km to 60km. The proposed DWDM equipment should support between one to eighty wavelengths. Minimum speed for each node site on the ring is 10Gbps. Please present options for all common terminating optics including SFP (1G), SFP+ (10G), XFP (10G), QSFP (40G), and QSFP28 (100G). Additionally the solution must account for the total distance spanning the ring and include amplification equipment as required to minimize signal loss.

Monitoring:

Proposals should include equipment to actively and continuously monitor the quality of the signal and integrity of the dark fiber, out of band, from SCCOE to each node site. Accompanying software and any required licensing for fiber monitoring should be included in the proposal.
Appendix “A”
LIST OF CONNECTING SCHOOL DISTRICTS

<table>
<thead>
<tr>
<th>SITE</th>
<th>ADDRESS</th>
<th>CITY</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCCOE</td>
<td>1290 RIDDER PARK DR</td>
<td>SAN JOSE</td>
<td>95131-2304</td>
</tr>
<tr>
<td>ALUM ROCK SD</td>
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<td>SAN JOSE</td>
<td>95127</td>
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<tr>
<td>BERRYESSA SD</td>
<td>1376 PIEDMONT RD</td>
<td>SAN JOSE</td>
<td>95132</td>
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<td>CAMBRIAN SD</td>
<td>4115 JACKSON DR</td>
<td>SAN JOSE</td>
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<td>CAMPBELL UNION SD</td>
<td>240 HARRISON AVE</td>
<td>CAMPBELL</td>
<td>95008</td>
</tr>
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<td>CAMPBELL UNION HIGH SD</td>
<td>5210 LEIGH AVE</td>
<td>SAN JOSE</td>
<td>95124</td>
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<tr>
<td>CUPERTINO SD</td>
<td>10301 VISTA DR</td>
<td>CUPERTINO</td>
<td>95014</td>
</tr>
<tr>
<td>EAST SIDE UNION HIGH SD</td>
<td>830 N CAPITOL AVE</td>
<td>SAN JOSE</td>
<td>95133</td>
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<tr>
<td>EVERGREEN SD</td>
<td>2976 FOWLER RD</td>
<td>SAN JOSE</td>
<td>95148</td>
</tr>
<tr>
<td>FRANKLIN MCKINLEY SD</td>
<td>645 WOOL CREEK</td>
<td>SAN JOSE</td>
<td>95112</td>
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<td>FREMONT UNION HIGH SD</td>
<td>589 W FREMONT AVE</td>
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<td>GILROY UNIFIED SD</td>
<td>7810 ARROYO CIRCLE</td>
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<td>LAKESIDE JOINT SD</td>
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<td>LOS ALTOS SD</td>
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<tr>
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<td>MOUNT PLEASANT SD</td>
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<tr>
<td>MT. VIEW – LOS ALTOS SD</td>
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<td>MT. VIEW</td>
<td>94040</td>
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<td>MT. VIEW WHISMAN SD</td>
<td>750-A SAN PIERRE WAY</td>
<td>MT. VIEW</td>
<td>94043</td>
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<tr>
<td>OAK GROVE SD</td>
<td>6578 SANTA TERESA BLVD</td>
<td>SAN JOSE</td>
<td>95119</td>
</tr>
<tr>
<td>ORCHARD SD</td>
<td>921 FOX LANE</td>
<td>SAN JOSE</td>
<td>95131</td>
</tr>
<tr>
<td>PALO ALTO UNIFIED SD</td>
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<td>SAN JOSE UNIFIED SD</td>
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<tr>
<td>SANTA CLARA UNIFIED SD</td>
<td>1889 LAWRENCE RD</td>
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<td>95051</td>
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<tr>
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<td>SARATOGA</td>
<td>95070</td>
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<td>SUNNYVALE SD</td>
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<td>SUNNYVALE</td>
<td>94086</td>
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<tr>
<td>UNION SD</td>
<td>5175 UNION AVE</td>
<td>SAN JOSE</td>
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Appendix “B”
LIST OF DESIGNATED DATA CENTERS

<table>
<thead>
<tr>
<th>SITE</th>
<th>ADDRESS</th>
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<tbody>
<tr>
<td>Santa Clara County Office of Education</td>
<td>1290 Ridder Park Drive, San Jose, CA 95131-2304</td>
</tr>
<tr>
<td>Layer42 in Santa Clara</td>
<td>3080 Raymond St, Santa Clara, CA 95054</td>
</tr>
<tr>
<td>Level 3 in Sunnyvale</td>
<td>1380 Kifer Rd, Sunnyvale, CA 94086</td>
</tr>
</tbody>
</table>

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

**BID BOND**

( ) CASHIER’S CHECK  ( ) CERTIFIED CHECK  ( ) BIDDER’S BOND

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

_________________________ Dollars   ($ __________)  
(In Words)            (Figures)

Not less than 10% of the amount of bid

**DELIVERY**

My best completion date is ________calendar days after receipt of order.

**TERMS**

Cash terms (if applicable) _____________ % ___________ Days

**FOB**

Destination
NO QUOTE 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 bidder 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 bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder 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 bids.

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.

12.4.3 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 may be 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.

2. 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
BIDDING QUESTIONNAIRE
The Santa Clara County Office of Education is continually looking for ways to improve its bidding procedures. Your assistance would be greatly appreciated. Please complete this questionnaire and return it with your bid. If you will not be bidding, please fold in three, staple and return to address above.

(Check all answers that apply)

1. How did you learn about this particular bid? ________________________________
   ______________________________________________________________________
   Personal contact from us? ________________________________________________
   ______________________________________________________________________
   Other-please specify: ____________________________________________________

2. If you do not plan to bid, please explain why:
   ______ Quantity too high/low.
   ______ Cannot meet the specifications of the bid.
   ______ Not enough time allowed to complete bid requirements
   ______ Cannot meet the delivery date or the completion date.
   ______ Cannot handle the order at this time.
   ______ Bid and/or Performance Bond requirements too high.

3. Do you have any suggestions on how to improve our bid process and/or the specifications? _____________________________________________________________
   ______________________________________________________________________

4. Name of Your Company: ________________________________________________

5. This Bid 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 bidder 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 bid; 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 bid.

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 bid, 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 bid 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 bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor’s total bid as to which his original bid 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 bid as to which no subcontractor was designated in the original bid 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.

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LOCATION & PLACE

CONTRACTOR’S NAME

SIGNATURE
NONCOLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

I, ____________________________________________________, declare as follows:

That I am the ___________________ of ________________________________, the party making the attached bid; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Executed this ____________ day of ______________________, 201__, at ___________________________________________, California

____________________________________________

Authority: Public Contract Code 7106
       CCP 2015.5

Id5,p.2