

**NEW HAVEN UNIFIED SCHOOL DISTRICT  
REQUEST FOR PROPOSALS #776**

**Audio Video Systems**

**OTHER TERMS & CONDITIONS**

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**I. SUGGESTED ENHANCEMENTS; REFERENCES.**

The Vendor may, but shall not be required to, propose additional suggested enhancements beyond the scope of this RFP as part of its Proposal. However, Proposals should clearly indicate any elements of the Proposal that are suggested enhancements, and the Proposal Costs must clearly indicate the base cost to provide the equipment, software and training services sought by this RFP. Selection of any Proposal by the District shall not obligate the District to purchase any suggested enhancements included in that Proposal.

**II. QUESTIONS.**

All questions regarding this RFP shall be submitted by email no later than **April 28, 2017** to the District employee designated below. No telephone questions shall be entertained.

Chris Hobbs  
Director, Technology Services  
New Haven Unified School  
District [rfp776@nhusd.k12.ca.us](mailto:rfp776@nhusd.k12.ca.us)

**III. AMENDMENTS.**

The District may, at its sole discretion, issue amendments to this RFP at any time prior to the deadline stated below. The District shall attempt to issue all amendments, if any, prior to **May 5, 2017**, but may issue amendments after that date if necessary. In order to receive such amendments, each Vendor intending to make an offer in response to this RFP is requested to designate to the person named in Section VI, above, an email address to which such amendments should be sent.

The District is not responsible for ensuring that amendments are received by any person or entity not providing a valid email address for receipt of such amendments. Each Vendor is required to acknowledge receipt of any amendments issued to this RFP by completing Exhibit B and attaching it to the Vendor's Proposal.

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**IV. SUBMISSION OF PROPOSAL.**

Sealed Proposals shall be submitted to:

Akur Varadarajan  
Co-Superintendent  
New Haven Unified School District  
34200 Alvarado-Niles Rd  
Union City, California 94587

Proposals must be received at or before **2:00 p.m. on Friday, May 5, 2017** (“Deadline”). Proposals must be received in sealed envelopes or containers clearly showing the Vendor’s company name, address and must also include the label “Response to RFP – Audio Video System.” Faxed Proposals will not be accepted. Only Proposals received by the Deadline will be considered. Each submission shall consist of one signed original Proposal and three copies of the Proposal. Each Proposal received in response to this RFP shall remain the property of the District. Any Vendor may modify or withdraw a Proposal in writing at any time prior to the Deadline.

**V. WITHDRAWAL OF PROPOSAL**

Any Bidder may withdraw his or her proposal, either personally or by written request, at any time prior to the scheduled time for receipt of proposals. A successful Bidder shall not be relieved of the proposal submitted without New Haven Unified consent or Bidder's recourse pursuant to Public Contract Code Section 5100 et seq.

**VI. BID PROTESTS**

Any Vendor protesting the award of a contract to another Vendor must do so, in writing to the District, within five (5) days after it receives a Notice of Award from the District. The District shall provide a timely response to the to the Vendor's Protest. The Vendor may appeal the District's decision to the Board of Education for the District. If the Protest to the Award shall result in another Vendor not receiving a contract with the District, that other Vendor may participate in the RFP Process. Protests involving non-material irregularities in the processing or evaluation of RFPs shall be rejected.

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**VII. CONFIDENTIALITY OF PROPOSAL CONTENTS.**

Following the award of the contract, Proposals may be subject to release as public information under applicable law unless the Proposal or specific parts of the Proposal can be shown to be exempt from disclosure under such law. Vendors are advised to consult as necessary with legal counsel regarding disclosure issues and take appropriate precautions to safeguard trade secrets and confidential data. The District assumes no obligation or responsibility for asserting legal arguments concerning exemption from disclosure on behalf of any Vendor.

If any Vendor believes that portions of a Proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Vendor must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the Proposal which the Vendor believes to be protected from disclosure. All Proposals and parts of Proposals that are not marked as confidential may be automatically considered public information after a contract is awarded. The Vendor is hereby notified that the District may consider all or parts of the Proposal public information under applicable law even though marked confidential.

**VIII. NO REPRESENTATIONS.**

The District makes no representations or guarantees of any kind, express or implied, with regard to the matters contained in this RFP, including any exhibits, attachments, letters of transmittal, or any other related documents. Each Vendor must rely solely on its own independent assessment as the basis for the submission of any Proposal.

**IX. CONTRACT INTERPRETATION**

- A. Articles and services covered by this quotation must comply with applicable laws, ordinances and other legal requirements.
  
- B. A written purchase order or other acceptance mailed or otherwise furnished to the successful bidder within specified acceptance time results in a binding contract without further action by either party. If the price, taxes, surcharge, shipping etc. indicated in the purchase order is different or higher the vendor

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must notify the Business Services department prior to delivery of goods and services.

- C. Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to the Chief Business Officer, New Haven Unified School District, who shall decide the true meaning and intent of the contract, and his decision shall be final and conclusive.

**X. CONDITION OF ARTICLES**

Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.

**XI. INSPECTION**

All articles supplied shall be subject to inspection and rejection by the Business Department or at the delivery location.

**XII. FAILURE TO DELIVER**

When Vendor/Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by his contract, such article or service may be bought from any source by the Business Department and if a greater price than that named in the contract be paid for such article or service the excess price will be charged to and collected from the contractor or sureties on his bond if bond has been required.

**XIII. FIRM PRICE**

Prices/quotations must be firm and shall be in effect for a period of not less than twelve (12) months.

**XIV. CAL-OSHA**

CAL-OSHA required if applicable.

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**XV. DELIVERIES**

F.O.B. destination in Union City otherwise specified.

**XVI. AWARD OF CONTRACT**

- A. The District reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals. Further, the District reserves the right to be the sole judge of the merit and qualifications of products and/or services offered. The District may award the bid in the most beneficial manner to the District: either in aggregate of all items or individual line items.
  
- B. After the proposals have been opened, and the lowest responsible bidder determined, they will be submitted to the Governing Board of the District for approval. Should an award be made, the successful contractor will be notified in writing and a purchase order will be issued for the procurement of items.

**XVII. MISCELLANEOUS.**

- A. By issuing this RFP, the District assumes no obligation, explicit or implied, to make an award to any Vendor.
  
- B. For any products or services not included in the initial contract award, Vendor agrees to hold prices as proposed for one (1) year following the initial award unless mutually agreed otherwise in the negotiated final contract.
  
- C. Any published price change after the RFP submission date will not be considered in the evaluation of proposals. However, once a Vendor has been selected as the finalist Vendor, District reserves the right to apply the lower of the published prices with the proposed discounts applied or the proposal prices, whichever are lower.
  
- D. In the event of any conflict or ambiguity between the terms of this RFP and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed shall conform to all applicable requirements of local, state and federal law.

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- E. The successful Response to this RFP and any NHUSD generated Amendments to this RFP shall all become an integral part of any Vendor / NHUSD contract resulting from this RFP.
  
- F. Vendor guarantees that all contracted work shall be managed by a qualified and designated Vendor project manager, who shall:
  - 1. attend all scheduled project status meetings;
  - 2. be available to NHUSD at all reasonable times and respond to NHUSD's questions;
  - 3. problems and/or concerns in timely manner;
  - 4. be on-site at scheduled times to inspect work progress;
  - 5. be on-site during critical phases of work, including systems testing and cutover.
  
- G. The designated Vendor project manager for this project, whose name and phone numbers (office and cellular) shall be provided to NHUSD prior to any on-site work under the Agreement shall:
  - 1. be Vendor's single-point-of-contact to NHUSD;
  - 2. have the authority to make necessary decisions and enlist necessary resources to ensure successful completion of all contracted work in the required timeframes;
  - 3. be trained in and responsible for identification of any hazardous materials relative to any construction portion of this project.
  
- H. Vendor agrees to provide necessary liaison and coordination functions and activities, in a timely and professional manner.
  
- I. ALL installation, warranty, and post-warranty maintenance of the acquired systems resulting from this RFP shall be performed by fully qualified, Vendor-employed personnel. Vendors planning to utilize subcontractors must adhere to the following guidelines:

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1. Every subcontractor performing work on the Project or Services on behalf of Vendor shall be bound by the conditions and provisions of the Agreement as applicable to its work.
  2. Nothing contained in any Vendor/ NHUSD Agreement shall create any contractual relations between the subcontractor and NHUSD.
  3. Vendor shall be fully responsible to NHUSD for the acts and omissions of its subcontractors.
  4. Vendors must provide in their Proposals:
    - a. The complete names and addresses of all subcontractors proposed to be used;
    - b. The type and percentage of work each proposed subcontractor will be providing;
    - c. Each proposed subcontractor's qualifications to perform such work:
  5. Substitution of any proposed subcontractor will only be allowed after prior written permission is received from NHUSD. NHUSD reserves the right to reject any proposed subcontractor for reasonable cause.
- J. New Haven Unified School District is not liable for any cost associated with the preparation or presentation of any proposals.
- K. Proposals submitted to the District will not be returned to the bidder.
- L. New Haven Unified School District has right to cancel this RFP at any time and to reissue it for any reason whatsoever.
- M. New Haven Unified School District reserves the right to negotiate any alterations to bid specifications due to oversight or error.

**END OF *OTHER TERMS & CONDITIONS* DOCUMENT**