



**Fresno Unified  
School District**

**Everlink, LLC**

**Contract No. 22-06**

**Term Price Agreement 9/9/2021 to 9/8/2024**

**Mobile Hotspots for Private  
LTE CBRS Network**

*4498 N. Brawley Avenue  
Fresno, California 93722*

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**Bid No. 22-06 was awarded by the Board of Education on September 8, 2021  
Funding: Information Technology**

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# BIDDERS REGISTRATION FORM

FAX/EMAIL BACK THIS SHEET ONLY

Bid No. 22-06 – Mobile Hotspots for Private LTE CBRS Network

**ATTN:** Buyer II, Edward Van Patten  
**Email:** edward.vanpatten@fresnounified.org  
**Fax:** (559) 457-6040  
**Phone:** (559) 457-3583

Fresno Unified School District Bids and Proposals are available on-line for this project. If you downloaded a Bid or Proposal, fax or email a completed form so that you may be added to the Plan Holders List and notified of any addenda to this solicitation.

Name Rick Xu

Title President

Organization Everlink LLC

Street Address 3528 Kimble Dr

Address (cont.) \_\_\_\_\_

City Plano

State/Province TX

Zip/Postal Code 75025

Work Phone 630 666 8581

Fax N/A

E-mail rickxu@everlink-llc.com

**FRESNO UNIFIED SCHOOL DISTRICT**  
**NOTICE TO BIDDERS**

Notice is hereby given that Fresno Unified School District (District) will receive sealed bids for **Bid No. 22-06, Mobile Hotspots for Private LTE CBRS Network**, to establish fixed contract pricing. The Contract will be for twelve (12) months and will be extended upon mutual agreement, for an additional two (2) one-year increments.

Sealed bids must be received prior to **2:01 P.M.** on **July 30, 2021** in the District Purchasing Department, 4498 N. Brawley Ave., Fresno, CA 93722, after which time they will be opened and read aloud. Bids must be prominently marked with the bid number, bid title, respective bid opening time/date and name of bidder on outside of envelope. Facsimile (FAX) or electronic mail (email) copies of the bid will not be accepted.

Award will be made to the lowest responsive, responsible bidder(s). Method for determining the lowest bid will be the low bid price per item. This bid may result in multiple awards.

District reserves the right to waive any informality/irregularity in the bids received or the bidding process of this solicitation.

Copies of the bid documents may be downloaded @ <https://fresnousdpurchasing.procureware.com/home> and clicking on bid title or obtained from Fresno Unified School District Purchasing Department, 4498 N. Brawley, Fresno, CA. 93722.

Refer any questions to Edward Van Patten at (559) 457-3583 or [edward.vanpatten@fresnounified.org](mailto:edward.vanpatten@fresnounified.org)

Published: July 13, 2021  
July 20, 2021

# FRESNO UNIFIED SCHOOL DISTRICT

## I. INFORMATION TO BIDDERS

This Bid is to establish fixed pricing, which will allow for the purchase of Mobile Hotspots for Private LTE CBRS Network on an as needed basis. The contract will be utilized by the Information Technology Department. The District anticipates the purchase of between 6,000 and 10,000 hotspots within the next two years.

A. **Report Fraud, Waste or Abuse.** Call the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert> The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

B. **Non-Discrimination Statement.** Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at [Paul.Idsvoog@fresnounified.org](mailto:Paul.Idsvoog@fresnounified.org), or in person at 2309 Tulare Street Fresno, CA 93721.

C. **Deadline for Receipt of Bids.** Bids must be received **prior to 2:01 P.M. on July 30, 2021** in the Districts Purchasing Department after which time they will be opened and read aloud.

Envelopes containing bids must be sealed, prominently marked with the bid number, bid title, respective bid opening time/date and name of bidder, and submitted to: Fresno Unified School District Purchasing Department, 4498 N. Brawley, Fresno, CA 93722

Bids received later than the designated time and date will not be accepted. Facsimile (FAX) or electronic mail (email) copies of the bid will not be accepted. However we will **accept the excel price sheet** by email sent to [edward.vanpatten@fresnounified.org](mailto:edward.vanpatten@fresnounified.org) in addition to including a hard copy with bid submittal. Bids shall be submitted on the forms prepared by the District.

D. **Bidder's Bid Cost.** This request does not commit the District to pay for any costs incurred in the submission of the Bid, or in making necessary studies for the preparation thereof, not to procure or contract for the services or materials. The District shall not be liable for any costs associated with the

preparation and/or presentation of any proposal submitted in response to this bid or any demonstrations or other performances test. Oral communications with District employees concerning this Bid shall not be binding on the District and shall in no way excuse the bidder of his/her obligations as set forth in the Bid.

E. **Reject any or All Bids.** The District reserves the right to accept or reject any or all bids or any combination thereof and to waive any informality in the bidding process. All responses become the property of the District.

F. **Method of Determining Low Bid.** The contract may be awarded at the election of the governing board to the lowest cost, responsive, responsible bidder. Method for determining the lowest bid will be the low bid price per item. This bid may result in multiple awards.

G. **Prohibited Interests/Conflict of Interest.** Provider is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Providers at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof.

H. **Contact with District Personnel.** In order to control information disseminated regarding this bid, organizations interested in submitting proposals are directed **not** to make personal contact with District employees or Board Members. Questions regarding this Bid may be submitted in writing to: Edward Van Patten at [edward.vanpatten@fresnounified.org](mailto:edward.vanpatten@fresnounified.org).

I. **Bid Tentative Timeline**

- |                          |                         |
|--------------------------|-------------------------|
| 1. Bid Advertised:       | 07/13/2021 & 07/20/2021 |
| 2. Vendor RFI's due by:  | 07/22/2021              |
| 3. Last Day for Addenda: | 07/23/2021              |
| 4. Bids Due:             | 07/30/2021              |
| 5. Board Award:          | 08/25/2021              |

## II. GENERAL TERMS AND CONDITIONS

**Bids.** To receive consideration, Bids shall be made in accordance with the following terms:

- A. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
- B. **“FAX” BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
- C. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgement, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
- D. **NAME AND NATURE OF BIDDER’S LEGAL ENTITY** – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
- E. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to public Contract Code Sections 5100 et. seq.
- F. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
- G. **BID NEGOTIATIONS** – A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as nonresponsive to the specific item.
- H. **PRICES** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Fresno County for products listed herein.
- I. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school

districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.

- J. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Executive Director of Purchasing. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Executive Director of Purchasing is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
- K. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Executive Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Executive Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.
- L. **SAMPLES** – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, California, 93722, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Executive Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.
- M. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Executive Director of Purchasing, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.



- N. DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
- O. ACCEPTANCE OR REJECTION OF BIDS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
- P. BID EXCEPTIONS** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.
- Q. AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
- R. EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.
- S. DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
- T. MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

U. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

V. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Fresno Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

W. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the District, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

X. **MISCELLANEOUS PROVISIONS:**

1) **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

2) **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

3) **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

- 4) **Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 5) **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- 6) **Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.
- 7) **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.
- 8) **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state of federal court located in Fresno County.
- 9) **Permits and Licenses** – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- 10) **Contract Documents** – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
- 11) **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

12) **Anti-discrimination** – It is the policy of the Fresno Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

13) **Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty days' advance written notice of an intention to terminate.

14) **Product Shortages** – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

### III. SPECIAL TERMS AND CONDITIONS

- A. **Term of Contract** – This contract shall be in effect for twelve (12) months from the date of contract award by the Board of Education. The Contract will be extended upon mutual agreement, for an additional two (2) one-year increments.
- B. **Pricing Conditions** – For the first twelve months of the Contract, pricing will be fixed at the bid pricing. Sixty days prior to the anniversary date of the Contract, the Vendor may submit proposed pricing revisions for the following year, which will be subject to negotiation by Fresno Unified School District at the Districts discretion. The Contractor must provide adequate documentation to substantiate any request for price increase.
- C. **Discontinued Equipment** – If equipment becomes discontinued, obsolete, or replaced with new model, vendor will notify District in writing 60 days prior to equipment becoming unavailable. District will have option to add manufacturer's replacement equipment to the contract at same profit margin or less than the discontinued equipment.
- D. **Product Evaluation** – Substitutions are allowed for this bid but equipment bid must be equal to or better than requested item. Please include product information with your bid if you submit pricing for alternate items. **The District reserves the right of determination that items bid meet or do not meet bid specifications.**
- E. **Estimated Usage** – Quantities listed in the bid are estimated. District does not guarantee a minimum annual order quantity for this contract. Any orders placed will be for a minimum of 100 units per order.
- F. **Orders** – The District will issue purchase orders for product as needed. Orders shall be delivered within two (2) weeks of request. Successful bidder(s) shall make one shipment per purchase order, any back ordered items that are more than two weeks out shall be canceled from order and noted on packing slip.
- G. **Deliveries** – Deliveries shall be F.O.B. DESTINATION, FREIGHT PREPAID, delivered to:

Fresno Unified School District  
District Warehouse  
4498 N. Brawley Ave.  
Fresno, CA 93722

Deliveries shall be made between the hours of 7:00 A.M. and 2:30 P.M. during regular Fresno Unified working days. All shipments shall be accompanied by a detailed packing slip showing quantity delivered, date of delivery, and the District purchase order number.

If the Vendor fails to meet District quantity and delivery requirements, the Buyer may procure the goods from another source, and recover any loss (the difference between the contract price and the purchase price paid by the Buyer, including any shipping costs) occasioned thereby, from any unpaid balance due the Vendor. The prices paid by the Buyer shall be considered the prevailing market price at the time such purchase is made.

- H. **Payment** – Vendor may only bill against completed orders and must invoice Fresno Unified School District, Accounts Payable Department, in order to initiate the payment process. Invoices shall conspicuously display Fresno Unified purchase order number, detailed unit cost, description and quantities per item, any invoice received without Fresno Unified Purchase Order number will not be paid. Email invoices to:

**Fresno Unified School District**  
**Accounting Department**  
**invoices@fresnounified.org**

## PRIME POINT OF CONTACT

### Bid No. 22-06 – Mobile Hotspots for Private LTE CBRS Network

Each bid proposal must contain a statement indicating the name of their prime point of contact for the resolution of difficulties with the bidder's proposed offerings.

Everlink LLC  
Name of Company

  
Signature

Rick Xu  
Print Name

President  
Title

3528 Kimble Dr  
Address

Plano TX 75025  
City State Zip Code

630 666 8581 N/A  
Phone Number Fax Number

rickxu@everlink-llc.com  
Email Address

# **PRICE SHEET**

Bid No. 22-06, Mobile Hotspots for Private LTE CBRS Network

## **See Appendix “A” Price Sheet (Excel format)**

Pricing must be submitted using the Excel spreadsheet in order to be considered responsive.  
Handwritten submittals will render your bid as non-responsive.



# NONCOLLUSION DECLARATION

(TO BE EXECUTED AND SUBMITTED WITH BID)

Public Contract Code section 7106

The undersigned declares:

I am the President [name/title]  
of Everlink LLC [company], the party making the  
foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7/23/2021 [date], at Plano [city], TX [state].



Signature

Rick Xu

Print Name



**NO PROHIBITED INTEREST/CONFLICTS OF INTEREST  
DECLARATION**

(TO BE EXECUTED AND SUBMITTED WITH BID)

I hereby certify and declare that the undersigned Bidder has reviewed and understands, Prohibited Interests/Conflicts of Interest, and that Bidder has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Bidder and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate and thereby preclude Bidder from contracting with the Fresno Unified School District. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School District may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: 7/23/2021

Everlink LLC

[Company Name]

Rick Xu, President

[Name and Title of Bidder's Representative]

RL

[Signature]

## BIDDERS CHECKLIST

Bid No. 22-06 – Mobile Hotspots for Private LTE CBRS Network

Bidders shall complete and submit all required documents for bids to be considered responsive.

### Required

1. Bid Form
2. Non Collusion Declaration
3. Prime Point of Contact Sheet
4. Piggyback Clause
5. Prohibited Interest/Conflicts of Interest Declaration

### If Applicable/As Required

1. Addenda – signature page of all Addenda issued

Documents required on the checklist but not included in your bid submittal may render your bid non-responsive and ineligible for award.

Bids received by Fresno Unified School District by the scheduled bid opening time will be opened and publicly read, but are subject to verification that all the required documents have been submitted and meet minimum specifications.

Everlink LLC

\_\_\_\_\_  
Name of Company



\_\_\_\_\_  
Signature of Authorized Representative

Rick Xu

\_\_\_\_\_  
Print Name

**Bid 22-06, Mobile Hotspots for Private LTE CBRS Network**  
**APPENDIX A - PRICE SHEET**

Product Evaluation – Substitutions are allowed for this bid but equipment bid must be equal to or better than requested item. Please include product information with your bid if you submit pricing for alternate items. **The District reserves the right of determination that items bid meet or do not meet bid specifications.**

\* Only input Unit Price. Unit price bid must include any delivery charges. If bidding an alternate item, please provide brand, mfg. no., and description of equipment.

Pricing must be submitted using this Excel spreadsheet in order to be considered responsive. Handwritten submittals will render your bid as non-responsive.

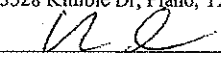
ITEM NO.	UNIT OF MEASURE	BRAND/MFG.	MFG NO.	DESCRIPTION	UNIT PRICE
<b>HOTSPOTS</b>					
1.	EA.			SMC 411-a MiFi HotSpot	
1. SUB	EA.	Baicells	BC-Mifi-010411	Baicells BC-Mifi-010411 Mifi Hotspot (See attached spec)	\$136.79 (\$123.99 if order qty >= 1000 units on a single PO)
2.	EA.	Nokia		Nokia FastMile Outdoor CPRS CPE 4G01-C FastMile	
2. SUB	EA.	Leax	LCE122	Leax Arkivator Telecom LCE122 CBRS Outdoor CPE (See spec)	\$189.99
3.	EA.	Nokia		Nokia FastMile Indoor Nokia WiFiBeacon	
3. SUB					
4.	EA.	Cradlepoint		Cradlepoint R500 w 1 year support	
4. SUB					
5.	EA.	Baicell		Baicell EG2013B-M11	\$139.99 (\$127.99 if order qty >= 3000 units on a single PO)
5. SUB					
<b>CPE SIMS</b>					
6.	EA.	Nokia		Nokia SIM for Nokia LTE network	
6. SUB					

Method for determining the lowest bid will be the low bid price per item. This bid may result in multiple awards.

The undersigned, having carefully examined the Bid and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Price Sheet for Bid 22-06 submitted here with and agree to provide Mobile Hotspots for Private LTE CBRS Network consistent with the terms of the Bid at the prices identified in the Price Sheets.

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

*To be signed by authorized company agent acknowledging submittal of Bid. Prices should be typed in the amount of quantity specified in the Price Sheets. Errors may be crossed off and corrections made prior to Bid opening only and must be initialed in ink by the person signing this form.*

Name of company: Everlink LLC  
Address: 3528 Kimble Dr, Plano, TX 75025  
Signature:   
Print Name: Rick Xu  
Title: President  
Email Address: rickxu@everlink-llc.com  
Phone Number: (630) 666-8581



**BOARD OF EDUCATION**

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**SUPERINTENDENT**  
Robert G. Nelson, Ed.D.

September 9, 2021

*Sent via email: rickxu@everlink-llc.com*

Mr. Rick Xu  
Everlink, LLC  
3528 Kimble Dr.  
Houston, TX 75025

Regarding: **NOTICE OF AWARD – Equipment / Materials**  
Subject: Bid No. 22-06 – Mobile Hotspots for Private LTE CBRS Network

Dear Mr. Xu:

Fresno Unified School District Board of Education approved on September 8, 2021 the above cited bid. The District's Executive Director of Purchasing accepts your offer per the terms and conditions in the bid documents for the items listed in the pricing section of the bid; attached for your reference.

This Bid included a fixed pricing provision for orders on an as needed basis. The District's Purchasing Department will issue a Purchase Order(s) to your firm to authorize the procurement of the awarded equipment/materials. No orders may be filled without a purchase order.

If you have any questions, please contact me at (559) 457-3582.

Sincerely,

Ann Loorz  
Executive Director of Purchasing

cc: P. Neufeld  
Risk Mgmt.-Mai Moua  
Bid File

FRESNO UNIFIED SCHOOL DISTRICT  
 BID TABULATION  
 BID NO. 22-01, MOBILE HOTSPOTS FOR PRIVATE LTE CBRS NETWORK

Bid Opening Date: July 30, 2021 @ 2:01 P.M.

Buyer: Edward Van Patten

ITEM NO.	UNIT OF MEASURE	BRAND	DESCRIPTION	EVERLINK, LLC. UNIT PRICE	NETSYNC		CDW GOVERNMENT LLC. UNIT PRICE
					NETWORK SOLUTIONS UNIT PRICE		
HOTSPOTS							
1.	EA.	Nokia	SMC 411-a Mifi HotSpot		\$ 148.00		
1. SUB	EA.	Baiceils	Baiceils BC-Mifi-010411 Mifi Hotspot (See attached spec)	\$ 136.79			
2.	EA.	Nokia	Nokia FastMile Outdoor CPRS CPE 4G01-C FastMile		\$ 360.59		
2. SUB	EA.	Leax	Leax Arkivator Telecom LCE122 CBRS Outdoor CPE (See spec)	\$ 189.99			
3.	EA.	Nokia	Nokia FastMile Indoor Nokia WiFiBeacon		\$ 384.63		
3. SUB							
4.	EA.	Cradlepoint	Cradlepoint R500 with 1-year support		\$ 250.00		\$ 259.00
4. SUB							
5.	EA.	Baiceil	Baiceil EG2013B-M11	\$ 139.99	\$ 153.98		
5. SUB							
CPE SIMS							
6.	PK/25	Nokia	Nokia SIM for Nokia LTE network		\$ 302.60		
6. SUB							

Staff recommends rejecting the substitute items submitted on Line 1 and 2 as non-responsive, as they do not meet or exceed specifications.  
 Staff recommends award to Netsync Network Solutions, the lowest responsive, responsible bidder for bid items 1, 2, 3, 4 and 6.  
 Staff recommends award to Everlink LLC., the lowest responsive, responsible bidder for bid item 5.